

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 2022-904

Mar 09 2022

Amount Paid \$53.36  
Skagit County Treasurer  
By Lena Thompson Deputy



**EASEMENT**

GRANTOR (Owner): **ANN M. KLOCKE, TRUSTEE of the ANN M. KLOCKE TRUST**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN NE ¼ NE ¼ S29-T35N-R6E, (AKA LOT 2, SP 38-79)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P41992 (350629-1-002-0303)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **ANN M. KLOCKE, TRUSTEE OF THE ANN M. KLOCKE TRUST, dated May 16, 1996**, ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **Skagit County, Washington**:

**TRACT 2, OF SKAGIT COUNTY SHORT PLAT NO. 38-79, APPROVED JULY 13, 1979 AND RECORDED JULY 13, 1979 UNDER AUDITOR'S FILE NO. 7907130008, IN VOLUME 3 OF SHORT PLATS, PAGE 146, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.**

**TOGETHER WITH THAT PORTION OF TRACT B, OF REVISED SKAGIT COUNTY SHORT PLAT NO. 38-79, APPROVED JANUARY 15, 1980 AND RECORDED JANUARY 30, 1980 IN VOLUME 4 OF SHORT PLATS, PAGE 29, UNDER AUDITOR'S FILE NO. 8001300016, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTHERLY OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT 2.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**THE NORTHERLY TEN (10) FEET OF THE ABOVE DESCRIBED PROEPRTY LYING PARALLEL TO AND COINCIDENT WITH SOUTH SKAGIT HIGHWAY.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

RW-114559  
WO# 101117963

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

**5. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**8. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 27 day of January, 2022

OWNER:

Ann M. Klocke, Trustee  
ANN M. KLOCKE, TRUSTEE

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 27 day of January, 2022, before me, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared **ANN. M. KLOCKE**, to me known to be the individual/s who signed as **Trustee of the Ann M. Klocke Trust, dated May 16, 1996**, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned; and on oath stated that they were authorized as Trustee to execute the said instrument.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Charo Daniels  
(Signature of Notary)

Charo Daniels  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of IL  
residing at 50 S. LaSalle St. Chicago, IL 60603  
Northern Trust Co.  
My Appointment Expires: 09/13/2022