

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 10/05/2022

**PSE** PUGET SOUND ENERGY **TEMPORARY EASEMENT**

GRANTOR: CHRISTENSEN  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LOT D SP 13-81 AFN 8104270038 BNG PTN GL5 NW/SE 7-34N-02E  
ASSESSOR'S PROPERTY TAX PARCEL: 340207-0-010-0405 / P20053

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BRENT C. CHRISTENSEN** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive temporary easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

TRACT "D" OF SHORT PLAT No. 13-81, APPROVED APRIL 10, 1981, RECORDED APRIL 27, 1981 IN VOLUME 5 OF SHORT PLATS, PAGES 61 AND 62, UNDER AUDITOR'S FILE No. 8104270038, AND BEING A PORTION OF GOVERNMENT LOT 5, SECTION 7, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;

EXCEPT THE SOUTH 27 FEET THEREOF,

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED FEBRUARY 3, 1998, UNDER AUDITOR'S FILE No. 9802030111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH AN UNDIVIDED 1/8TH INTEREST IN TRACT "E" OF SAID SHORT PLAT No. 13-81;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED FEBRUARY 3, 1998, UNDER AUDITOR'S FILE No. 9802030111, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING POWER POLE DUE SOUTHWEST OF THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE NORTHERLY ALONG THE WESTERLY SIDE OF PARCEL, AN APPROXIMATE DISTANCE OF 260.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 115.0 FEET, MORE OR LESS, TO AN EXISTING POWER POLE ON THE WEST SIDE OF SR 20 AND THE TERMINUS OF SAID CENTERLINE. CENTERLINE LENGTH WITHIN PROPERTY IS APPROXIMATELY 285 FEET.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity *as is necessary to provide continued overhead power distribution and services during the WSDOT Unnamed Tributary to Campbell Lake Restoration project.* Such systems may include, but are not limited to:

**Overhead facilities:** Electric transmission and distribution poles, lines and anchors; fiber optic cable and other lines, cables and facilities for communications.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such **temporary overhead power.** Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Termination.** *This Easement shall expire when said temporary overhead electrical facilities are removed following said WSDOT Unnamed Tributary to Campbell Lake Restoration project.*

6. **Restoration.** Upon completion of any work undertaken or authorized by Grantee within or about the Easement Area, Grantee shall restore the surface of the Easement Area (and any such other land as may have been disturbed), and any private improvements disturbed or destroyed during the work, as nearly as practicable to the condition they were in immediately prior to the commencement of work or entry by Grantee.

7. **Successors and Assigns.** Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 7<sup>th</sup> day of September, 2022.

GRANTOR:

BY: 

STATE OF WASHINGTON )  
 )SS  
COUNTY OF SKAGIT )

On this 7<sup>th</sup> day of September, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Brent C. Christensen**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Sarah R. Jurkovich  
(Signature of Notary)  
Sarah R. Jurkovich  
(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of  
Washington, residing at 11110170  
My Appointment Expires 10/17/2023

Notary seal, text and all notations must not be removed or tampered with.