



201708280240

Skagit County Auditor
8/28/2017 Page

1 of

4

\$77.00
2:05PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20174031

AUG 28 2017

Amount Paid \$ 38.96

Skagit Co. Treasurer

Deputy

By *81*



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO

ACCOMMODATION RECORDING ONLY

EASEMENT

M10052

REFERENCE:

GRANTOR: CLAU FAMILY CORPORATION

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: TRACT 30, DECEPTION PASS WATER FRONT TRACTS (SE24-34N-01E)

ASSESSOR'S PROPERTY TAX PARCEL: P64888 (3898-000-030-0011)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE CLAU FAMILY CORPORATION**, a Washington Corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

LOT 30, DECEPTION PASS WATER FRONT TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON;

ALSO TIDE LANDS OF THE SECOND CLASS EXTENDING TO THE LINE OF EXTREME LOW TIDE AND SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING ON THE ABOVE DESCRIBED PREMISES.

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:

THE NORTHERLY TWENTY (20) FEET OF THE WESTERLY FIVE (5) FEET OF THE ABOVE DESCRIBED PROPERTY.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY.

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

- a. **Overhead facilities.** Poles, towers 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; and.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. 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. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. 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.

5. 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.

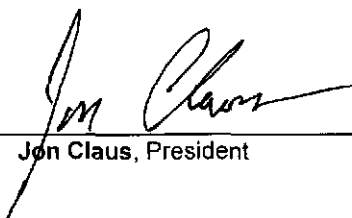
6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

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 4th day of August, ~~2016~~ 2017.

GRANTOR:

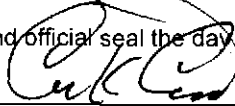
THE CLAUS FAMILY CORPORATION, a Washington Corporation

BY: 
Jon Claus, President

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

On this 4th day of August, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon Claus, to me known to be the person who signed as President, of The Claus Family Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of The Claus Family Corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said The Claus Family Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



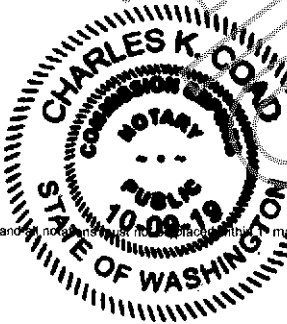
(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Snohomish, WA

My Appointment Expires: 10/9/19



Notary seal, text and signature are not to be reproduced or used in any manner without the express written permission of the notary.

UNOFFICIAL DOCUMENT

Exhibit "A"

