

**RETURN ADDRESS:**

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



201803060109

Skagit County Auditor

\$77.00

3/6/2018 Page

1 of

4 1:31PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
MAR 06 2018

Amount Paid \$  
Skagit Co. Treasurer  
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.



**EASEMENT**

*M10120*

REFERENCE: N/A

GRANTOR: JOSEPH A. FRANK

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOTS 3 & 4, S.P. PL07-0253 (AF# 200811210030)

ASSESSOR'S PROPERTY TAX PARCELS: P44195 (350824-1-007-0004) & P108125 (350824-1-007-0100)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOSEPH A. FRANK**, an individual ("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:

**See EXHIBIT "A" attached hereto and by this reference made a part hereof.**

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:

**The centerline of Grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel.**

*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*

**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-

**EXHIBIT "A"**  
**(Legal Description)**

Lots 3 and 4, including Tract "A" Fish and Wildlife Habitat Area, Short Plat No. PL07-0253, approved November 9, 2008, recorded November 21, 2008, under Auditor File No. 200811210030, being a portion of Lot 4, Short Plat No. 94-044, approved January 11, 1995, recorded January 12, 1995 under Auditor's File No. 9501120094, all records of Skagit County, Washington, lying within the Northeast quarter of the Northeast quarter, the Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 24, Township 35 North, Range 8 East of W.M.; and also lying with the Northwest quarter of the Northwest quarter, the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 19, Township 35 North, Range 9 East of W.M.;

Together with a non-exclusive easement for ingress, egress and utilities depicted as "Henry Lane (PVT)" on the face of said Short Plat No. PL07-0253;

Situate in Skagit County, Washington.

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 13 day of FEBRUARY, 2018.

GRANTOR:

  
JOSEPH A. FRANK

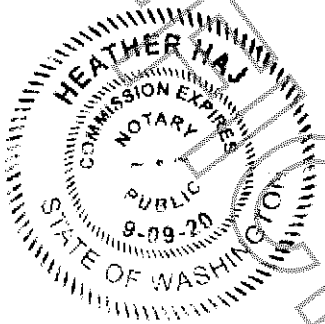
STATE OF WASHINGTON )

) SS

COUNTY OF SKAGIT )

On this 13 day of FEBRUARY, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOSEPH A. FRANK**, to me known to be the individual 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.

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



(Signature of Notary)

HEATHER HAJ  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington

Residing at: CONCRETE, WA.

My Appointment Expires: 9-9-20