

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

Easement
MAY 21 2018

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

m 10157

REFERENCE #: N/A
GRANTOR (Owner): DR. RUTH FRANK IRREVOCABLE TRUST
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE 1/4, SEC 36, TWN 35 N, RNG 4 E
ASSESSOR'S PROPERTY TAX PARCEL: P38424 (350436-4-001-0004); P38425 (350436-4-001-0103); P38426 (350436-4-002-0003); P38427 (350436-4-003-0002); P124097 (350436-0-004-0400)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Karin Wasserman, Peter Frank and Erica Frank, Successor Trustees of the Dr. Ruth Frank Irrevocable Trust FBO Erica Frank** ("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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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: 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, GENERALLY LOCATED ALONG THE ACCESS ROAD AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXCEPT FOR THE FOUR VAULT SITES AS SHOWN ON EXHIBIT "B", SAID 10' WIDE EASEMENT STRIP WILL OVERLAP A PORTION OF THE EXISTING ACCESS ROAD. AT VAULT LOCATIONS, SAID CENTERLINE WILL NOT BE LOCATED GREATER THAN NINE FEET SIX INCHES (9' 6") FROM THE EDGE OF THE EXISTING ACCESS ROAD WITHOUT OWNER'S WRITTEN CONSENT.

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

Big 12- Old Day Creek Road Cable Replacement
WO-101101530/RW-103184
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NO COMPENSATION PAID

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, 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.

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. 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

4. 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.

5. 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.

6. 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.

7. 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 9th day of May, 2018.

OWNER:

Dr. Ruth Frank Irrevocable Trust FBO
Erica Frank

By: Karin Wasserman
Karin Wasserman, Successor Trustee

STATE OF FLORIDA)
COUNTY OF Brevard)SS

On this 2nd day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared **KARIN WASSERMAN**, to me known to be the person who signed as Successor Trustee, of the **Dr. Ruth Frank Irrevocable Trust FBO Erica Frank**, who 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 she was authorized to execute the said instrument on behalf of said Dr. Ruth Frank Irrevocable Trust FBO Erica Frank.

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



Brent Detweiler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG071206
Expires 2/8/2021

Brent Detweiler
(Signature of Notary)

Brent Detweiler
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Florida,
residing at:

8226 N. Wickham Rd Melbourne FL 32940

My Appointment Expires: 2/8/2021

OWNER:

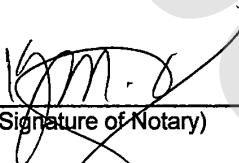
**Dr. Ruth Frank Irrevocable Trust FBO
Erica Frank**By: **Peter Frank, Successor Trustee**

STATE OF SOUTH CAROLINA)

COUNTY OF Jasper) SS

On this 9 day of May, 2018, before me, the undersigned, a Notary Public in and for the State of South Carolina, duly commissioned and sworn, personally appeared **PETER FRANK**, to me known to be the person who signed as Successor Trustee, of the **Dr. Ruth Frank Irrevocable Trust FBO Erica Frank**, who 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 he was authorized to execute the said instrument on behalf of said Dr. Ruth Frank Irrevocable Trust FBO Erica Frank.

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



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of South Carolina,
residing at Hardeeville, SC

My Appointment Expires: _____

OWNER:


Dr. Ruth Frank Irrevocable Trust FBO
Erica Frank

By: 
Erica Frank, Successor Trustee

CANADA)
) SS
PROVINCE OF BRITISH COLUMBIA)

On this 14 day of May, 2018, before me, the undersigned, a Notary Public in and for the Province of British Columbia, Canada, duly commissioned and sworn, personally appeared **ERICA FRANK**, to me known to be the person who signed as Successor Trustee, of the **Dr. Ruth Frank Irrevocable Trust FBO Erica Frank**, who 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 she was authorized to execute the said instrument on behalf of said Dr. Ruth Frank Irrevocable Trust FBO Erica Frank.

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


(Signature of Notary)

Stuart E. Wood

Lawyer & Notary

(Print or stamp name of Notary)

109 - 335 West 1st Street

Nanaimo, BC V9R 2T5

NOTARY PUBLIC in and for the Province of British

Columbia, Canada, residing at Nanaimo, BC.

My Appointment Expires: Does not expire

EXHIBIT "A"
(LEGAL DESCRIPTION)

PARCEL A:

The East 23.5 acres of the Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East W.M.

EXCEPT that portion of the East 23.5 acres of the Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East of W.M., described as follows:

Beginning at the point 600 feet North of the Southeast corner of the Southwest quarter of the Southeast quarter; thence North 145 feet; thence West 145 feet; thence South 145 feet; thence East 145 feet to the point of beginning.

PARCEL B:

That portion of the East 23.5 acres of the Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East of W.M., described as follows:

Beginning at the point 600 feet North of the Southeast corner of the Southwest quarter of the Southeast quarter; thence North 145 feet; thence West 145 feet; thence South 145 feet; thence East 145 feet to the point of beginning.

PARCEL C:

The Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East, W.M., EXCEPT the East 23.5 acres thereof, EXCEPT rights-of-way of Northern Pacific Railroad Company, Puget Sound & Cascade Railway Company and Puget Sound Pulp & Timber Company, EXCEPT State Road No. 1-A, commonly known as Highway NO. 9, and EXCEPT THAT PORTION lying within the West 105.00 feet (as measured perpendicular to the West line) of the Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East, W.M.

PARCEL D:

The rights of way of the former Northern Pacific Railroad Company, the former Puget Sound & Cascade Railway Company and the Puget Sound Pulp & Timber Company across the Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East, W.M. EXCEPT THAT PORTION lying within the West 105.00 feet (as measured perpendicular to the West line) of the Southwest quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East, W.M.

PARCEL E:

That portion of the Southeast quarter of the Southeast quarter of Section 36, Township 35 North, Range 4 East, W.M., being more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast quarter of the Southeast quarter; thence North 0 Degrees, 6 Minutes, 19 Seconds East along the West line of said Southeast quarter of the Southeast quarter for a distance of 730.00 feet; thence South 28 Degrees, 10 Minutes, 47 Seconds East for a distance of 607.16 feet; thence South 0 Degrees, 6 Minutes, 19 Seconds West for a distance of 201.90 feet, more or less, to the South line of said Southeast quarter of the Southeast quarter at a point bearing South 88 Degrees, 35 Minutes, 18 Seconds East from the Point of Beginning; thence North 88 Degrees, 35 Minutes, 18 Seconds West along said South line for a distance of 287.78 feet, more or less, to the Point of Beginning.

All Situate in Skagit County, Washington.

EXHIBIT "B"

