

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate, R/W Dept.
1660 Park Lane
Burlington, WA 98233

**EASEMENT**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2020-1428
Apr 23 2020
Amount Paid \$16.20
Skagit County Treasurer
By Marissa Guerrero Deputy

REFERENCE #: N/A
GRANTOR: **CONCRETE COMPANY OF JEHOVAH'S WITNESSES**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GOV'T LOT 4, SW ¼, SW ¼, SEC 18, TWN 35N, RNG 09E**
ASSESSOR'S PROPERTY TAX PARCEL: **P44457 350918-0-014-0004**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CONCRETE COMPANY OF JEHOVAH'S WITNESSES**, a Washington public benefit corporation ("Grantor" 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:

That portion of Government Lot 4, Section 18, Township 35 North, Range 9 East of W.M. lying Southerly of Highway 20 described as follows: Beginning at the intersection of the West line of County Road running North and South along the East line of said Lot 4, and the South line of SSH 17-A; thence Westerly along the South line of said Highway, 208.7 feet; thence South parallel with the West line of said County Road 208.7 feet; thence Easterly parallel with the South line of said Highway, 208.7 feet to the West line of the County Road; thence North, along said road, to the point of beginning. Less roads.

Situate in Skagit County, Washington.

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 strip of land ten (10) feet in width lying parallel with and coincident to the Westerly margin of Moen Road lying within the above described Property, generally located as shown on Exhibit "A" attached hereto and incorporated by this reference.

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.

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 Grantor prior notice that such trees will be cut, trimmed, removed or disposed. Grantor 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, unless said work was done at the request of Grantor, in which case Grantor 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 Grantor so as to cause the minimum amount of disruption to Grantor's use of the Property.

5. 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Grantor shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Grantor from and against liability incurred by Grantor 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 Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

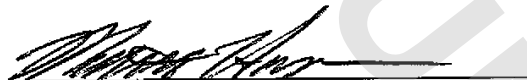
7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Grantor. No termination shall be deemed to have occurred by PSE's failure to install 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 20 day of April, 2020.

GRANTOR:

CONCRETE COMPANY OF JEHOVAH'S WITNESSES



By: MATTHEW HAYES
Its: PRESIDENT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 20 day of April, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MATTHEW HAYES** to me known to be the individual who signed as **PRESIDENT of CONCRETE COMPANY OF JEHOVAH'S WITNESSES**, a Washington public benefit corporation, who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said 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 corporation.

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



Stephanie Wright
(Signature of Notary)

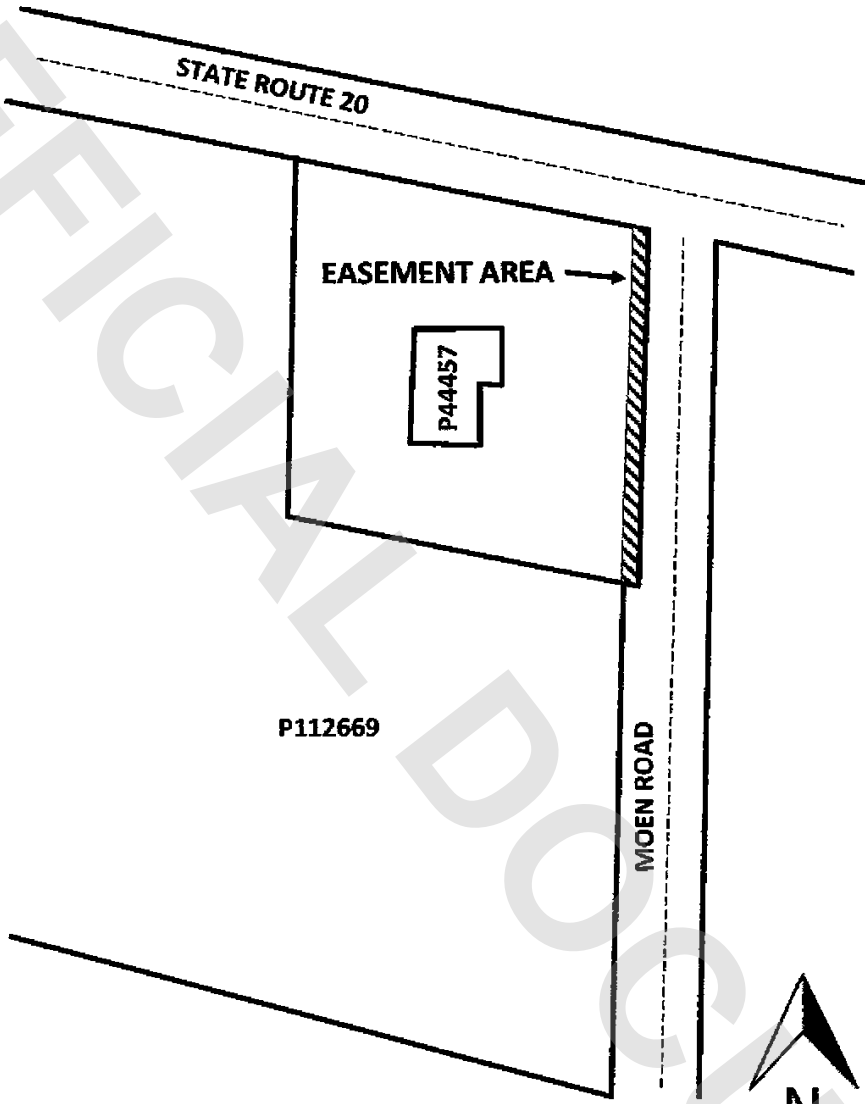
Stephanie Wright
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Cadano Island

My Appointment Expires: 1-19-21

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
(EASEMENT AREA)



NOT TO SCALE