

RETURN ADDRESS:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 11/06/2020

**EASEMENT**

GNW M 10387

REFERENCE #:**GRANTOR (Owner):**

**DAVID LARSEN AND HEATHER LARSEN, AS TRUSTEES OF THE DAVID AND
HEATHER LARSEN REVOCABLE LIVING TRUST, DATE JULY 28, 1993**

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

**PTN G.L. 1, SE ¼, SE ¼, SEC 16, T34N, R02E AND
PTN NW ¼, SW ¼, SEC 15, T34N, R02E**

ASSESSOR'S PROPERTY TAX PARCEL: P20360, P131872**no monetary consideration**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DAVID LARSEN and HEATHER LARSEN**, as trustees of the David and Heather Larsen Revocable Living Trust, Date July 28, 1993 ("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.**

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:

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.

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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. 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 29th day of October, 2020.

OWNER:

By: David Larsen, trustee
DAVID LARSEN, as trustee of the David and Heather Larsen Revocable Living Trust, Date July 28, 1993

By: Heather Larsen, trustee
HEATHER LARSEN, as trustee of the David and Heather Larsen Revocable Living Trust, Date July 28, 1993

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF Placer

On this 29th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared DAVID LARSEN, to me known to be the person who signed as trustee of the David and Heather Larsen Revocable Living Trust, Date July 28, 1993 and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument as trustee of said David and Heather Larsen Revocable Living Trust, Date July 28, 1993.

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



Carolyn Holbert
(Signature of Notary)
Carolyn Holbert
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of California,
residing at Roseville, CA

My Appointment Expires: 02-22-2023

Notary seal, text and all notations must not be placed within 1" margins

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF Placer

On this 29th day of October, 2020, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared HEATHER LARSEN, to me known to be the person who signed as trustee of the David and Heather Larsen Revocable Living Trust, Date July 28, 1993 and who executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument as trustee of said David and Heather Larsen Revocable Living Trust, Date July 28, 1993.

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



Carolyn Holbert
(Signature of Notary)
Carolyn Holbert
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of California,
residing at Roseville, CA

My Appointment Expires: 02-22-2023

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EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN AND OF GOVERNMENT LOT 1 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 WHICH IS ALSO THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 16;
THENCE SOUTH $89^{\circ}57'13''$ EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, 22.22 FEET TO A POINT ON THE WESTERLY LINE OF THE SNEE-OOSH ROAD, WHICH IS ALSO ON A CURVE HAVING A RADIUS OF 1994.43 FEET, THE CENTER OF WHICH BEARS SOUTH $74^{\circ}49'39''$ EAST;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOLLOWING THE WESTERLY RIGHT OF WAY OF SNEE-OOSH ROAD THROUGH A CENTRAL ANGLE OF $9^{\circ}21'32''$ AN ARC DISTANCE OF 325.78 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY ON LINE THAT IS NOT TANGENT TO SAID CURVE NORTH $28^{\circ}36'03''$ EAST 98.98 FEET;
THENCE LEAVING SNEE-OOSH ROAD SOUTH $89^{\circ}41'03''$ WEST, 602.46 FEET, MORE OR LESS TO THE ORDINARY HIGH WATER OF SIMILK BAY;
THENCE SOUTHERLY FOLLOWING THE LINE OF ORDINARY HIGH WATER TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 1 OF SECTION 16 WHICH BEARS SOUTH $89^{\circ}50'17''$ EAST FROM THE POINT OF BEGINNING;
THENCE NORTH $89^{\circ}50'17''$ EAST ALONG SAID SOUTH LINE 532.24 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

BEING PARCEL A-3 OF RECORD OF SURVEY FOR SNEE-OOSH BLA RECORDED UNDER RECORDING NO. 201404090046.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.