

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Chelsea Stalcup
DATE 02/04/2021



EASEMENT

SKAGIT COUNTY
Contract # C20210048
Page 1 of 7

REFERENCE #:

GRANTOR (Owner): SKAGIT COUNTY, a political subdivision of the State of Washington.

GRANTEE (PSE): PUGET SOUND ENERGY, INC., a Washington corporation.

ABBREVIATED LEGAL: PTN NW ¼ AND NE ¼, NW ¼, SEC 26, T35N, R04E

ASSESSOR'S PROPERTY TAX PARCELS: P104178 (XrefID: 4163-000-006-0100);
P76502 (XrefID: 4163-000-002-0409);and
P76503 (XrefID: 4163-000-003-0101).

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SKAGIT COUNTY, a political subdivision of the State of Washington ("Owner" or "Grantor" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" or "Grantee" herein), for the purposes described below, a nonexclusive perpetual easement ("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, AND AS GENERALLY SHOWN ON EXHIBIT "B".

This easement area description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties".

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 (herein "Grantee's systems").

Following the initial construction of all or a portion of Grantee's 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 which may unreasonably interfere with Grantee's systems. PSE 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 with may unreasonably interfere with Grantee's systems.

3. Restoration. Following initial installation, repair or extension of its facilities (Grantee's systems), PSE shall, reasonably 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 that unreasonably interfere with Grantee's systems, and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. Grantee agrees to save, defend, indemnify, and hold Grantor (including Grantor's elected officials, officers, agents, and employees) harmless from and against liability and damages incurred by Grantor as a result of the negligence of Grantee (or Grantee's employees, agents, and contractors) 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 third parties.

6. Termination. 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 of Grantee's systems remaining in the Easement Area shall revert to or otherwise become the property of Grantor; provided, however, that no termination shall be deemed to have occurred by Grantee's failure to install Grantee's systems on the Easement Area within any period of time from the date hereof.

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.

8. Governing Law; Venue. This Easement agreement shall be construed under the laws of the State of Washington. It is agreed by the parties and the venue for any legal action brought under, arising, and/or related to this Easement agreement shall be in Skagit County Superior Court, State of Washington.

GRANTEE:

Dated this 4th day of February, 2021.

PUGET SOUND ENERGY, INC. a Washington corporation

By: Darby Broyles
Darby Broyles
Its: Supervisor Real Estate

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Darby Broyles, as the Supervisor Real Estate, of Puget Sound Energy, Inc., a Washington corporation, is the person who appeared before me, and said person acknowledged that he/she was duly authorized to execute this instrument, and on oath stated that he/she executed the foregoing instrument his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 4th day of February, 2021.



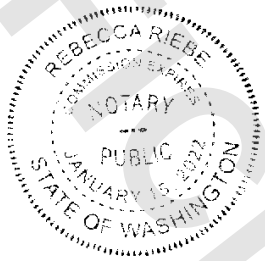
(Signature of Notary)

Rebecca Riebe

(Print or stamp name of Notary)

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

My Appointment Expires: 1/15/2022



GRANTOR:
DATED this 1st day of February, 2021.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair



Peter Browning, Commissioner



Ron Wesen, Commissioner

Attest:

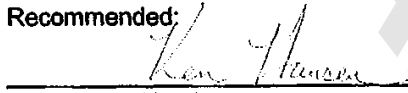


Keri Minnis
Clerk of the Board

Authorization per Resolution R20160001

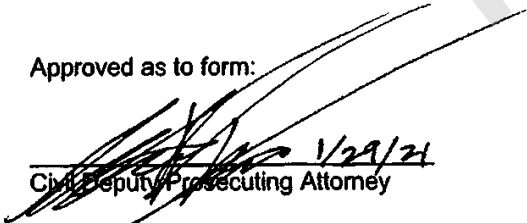
N/A

County Administrator

Recommended: 

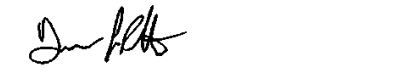
Ken Hansen
Department Head

Approved as to form:



Civil Deputy Prosecuting Attorney
1/29/21

Approved as to indemnification:



Risk Manager

Approved as to budget:

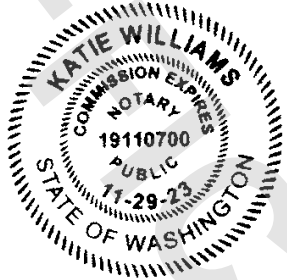


Budget & Finance Director

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that LISA JANICKI, PETER BROWNING, and/or RON WESEN are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that she/he/they was/were authorized to execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 1st day of February, 2021.



Kate Williams

(Signature of Notary)
Katie Williams

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County
My Appointment Expires: 11-29-2023

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

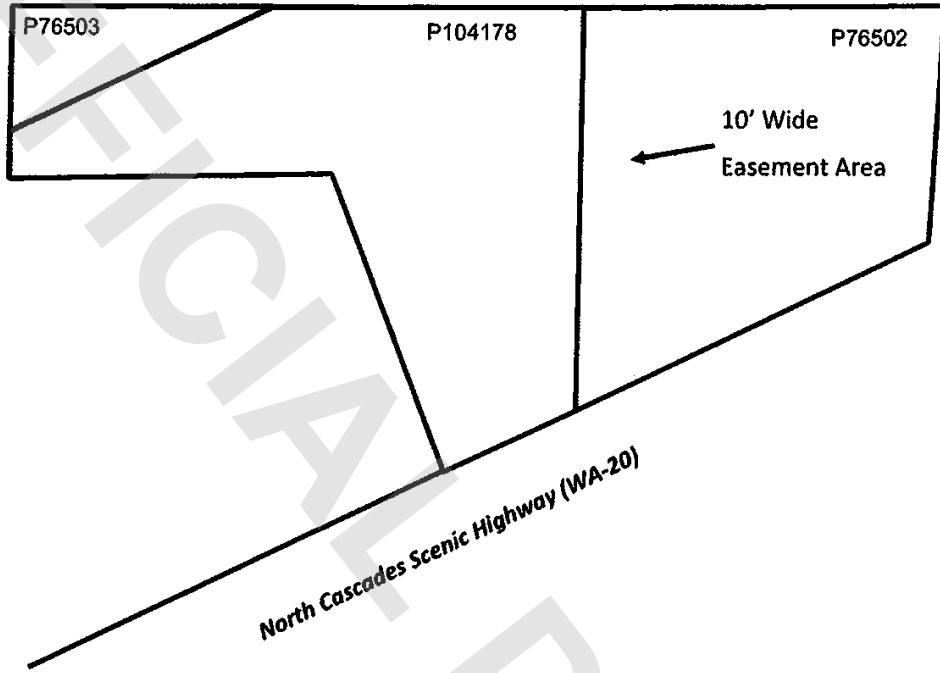
EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THOSE PORTIONS OF LOTS 2, 3 AND 6, OF THE PLAT OF "MAP OF ACREAGE PROPERTY IN NORTH ½ OF NORTHWEST ¼ AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST," (SOMETIMES REFERRED TO AS JAMESON ACREAGE), RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST LINE OF SAID LOT 3 WHICH IS THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO THE SKAGIT VALLEY CONVALESCENT CENTER, INC., A WASHINGTON CORPORATION, BY DEED RECORDED JANUARY 6, 1994, AS AUDITOR'S FILE No. 9401060096, THENCE NORTH 88°32'35" EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 367.30 FEET, THENCE SOUTH 19°11'34" EAST ALONG THE EASTERLY LINE OF SAID TRACT, A DISTANCE OF 343.89 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY No. 20; THENCE NORTH 60°19'31" EAST ALONG THE NORTHERLY LINE OF SAID STATE HIGHWAY No. 20, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO EDWARD M. NELSON, ET UX, BY DEED RECORDED FEBRUARY 11, 1971, AS AUDITOR'S FILE No. 748702; THENCE NORTH ALONG THE WEST LINE OF SAID NELSON PROPERTY, A DISTANCE OF 235 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 2; THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 2 AND 3 TO THE NORTHWEST CORNER OF LOT 3; THENCE SOUTH ALONG THE WEST LINE OF LOT 3 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Exhibit "B"



NOT TO SCALE