

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Major Projects
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734

202107140154
07/14/2021 03:56 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

PSE PUGET SOUND ENERGY

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021-3198
JUL 14 2021

EASEMENT

Amount Paid **16.12**
Skagit Co. Treasurer
By **JLB** Deputy

REFERENCE #: **WENDY E. SAVER and DAVID ROCKWOOD**
GRANTOR: **PUGET SOUND ENERGY, INC.**
GRANTEE: **PTN OF SW ¼ OF SW ¼, S12-T35N-R1E, W.M.**
SHORT LEGAL: **350112-0-049-0100 (P124873)**
ASSESSOR'S TAX #:

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **WENDY E. SAVER and DAVID ROCKWOOD**, a married couple, ("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:

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:

THAT PORTION OF THE HEREIN DESCRIBED REAL PROPERTY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;
THENCE RUNNING NORTH, ADJACENT TO AND PARALLEL WITH THE WEST MARGIN OF
SOUTH SHORE DRIVE, A DISTANCE OF 28 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE RUNNING WEST AT RIGHT ANGLES TO SAID WEST MARGIN OF SOUTH SHORE
DRIVE A DISTANCE OF 10 FEET;
THENCE RUNNING NORTH PARALLEL WITH SAID WEST MARGIN OF SOUTH SHORE DRIVE
A DISTANCE OF 10 FEET;
THENCE RUNNING EAST A DISTANCE OF 10 FEET TO A POINT ON SAID WEST MARGIN OF
SOUTH SHORE DRIVE;
THENCE RUNNING SOUTH 10 FEET TO THE TRUE POINT OF BEGINNING.**

(CONTAINING 100 SQUARE FEET, MORE OR LESS.)

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:

- a. 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; 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-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. 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. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

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 23rd day of June, 2021

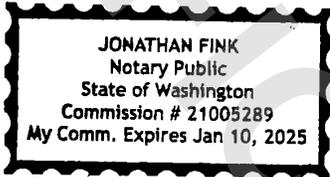
OWNER:
Wendy E. Saver
WENDY E. SAVER

OWNER:
David Rockwood
DAVID ROCKWOOD

STATE OF Washington)
)
COUNTY OF Skagit) ss

On this 23 day of June, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **WENDY E. SAVER and DAVID ROCKWOOD**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed, the day and year in this certificate first above written.



Jonathan Fink
(Signature of Notary)

Jonathan Fink
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at 11812 JE 24th Pl Kent WA 98031

My Appointment Expires: 1/10/25

EXHIBIT A
LEGAL DESCRIPTION
SKAGIT COUNTY ASSESSOR PARCEL NUMBER 350112-0-049-0100 (P124873)

THE NORTH 200 FEET, AS MEASURED ALONG THE EAST AND WEST LINES THEREOF, OF THE FOLLOWING DESCRIBED PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼ WHICH IS 825 FEET (ERRONEOUSLY CALLED 835 FEET IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 200307300165), EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH, A DISTANCE OF 470.00 FEET;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 106.58 FEET;
THENCE SOUTH, A DISTANCE OF 320.00 FEET;
THENCE WEST, A DISTANCE OF 0.58 FEET;
THENCE SOUTH, A DISTANCE OF 100.00 FEET;
THENCE EAST, A DISTANCE OF 0.58 FEET;
THENCE SOUTH, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO A POINT 150 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHWEST 1/4;
THENCE WEST, A DISTANCE OF 106.58 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPT THAT PORTION, IF ANY, LYING WITHIN SOUTH SHORE ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.