

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

**EASEMENT**

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 08/19/2021

REFERENCE #: 8912150056
GRANTOR (Owner): MELISSA LEFAVE
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE ¼, SW ¼, AND SW ¼, SE ¼, SEC 16, T33N, R04E
ASSESSOR'S PROPERTY TAX PARCEL: P16702 (330416-4-001-0109)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MELISSA LEFAVE**, an unmarried person ("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. EXCEPT ANY PORTION THAT LIES WITHIN THAT CERTAIN EASEMENT GRANTED TO PUGET SOUND ENERGY, INC. UNDER AUDITOR'S FILE No. 8912150056.

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.

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 WO# 104337713/RW-123160

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 5th day of August, 2021.

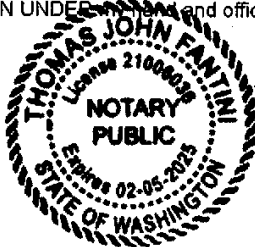
OWNER:

By: Melissa Lefave
MELISSA LEFAVE

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 5th day of August, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MELISSA LEFAVE, to me known to be the individual 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.



Thomas J. Fantini
(Signature of Notary)
Thomas J. Fantini
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at 2225 5 Ave Everett, WA 98201
My Appointment Expires: 02-05-2025

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

P16702 (330416-4-001-0109)

PARCEL "D":

THAT PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH $1^{\circ} 06' 44''$ EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR 515.12 FEET; THENCE NORTH $89^{\circ} 51' 26''$ EAST FOR 50.01 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND SOLD TO DICK SOUTH UNDER AUDITOR'S FILE NO. 678763 AND TRUE POINT OF BEGINNING; THENCE NORTH $1^{\circ} 06' 44''$ EAST FOR 120.00 FEET ALONG THE EAST LINE OF SAID SOUTH TRACT; THENCE NORTH $52^{\circ} 21' 21''$ WEST FOR 62.23 FEET TO THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ ALSO BEING THE POINT OF BEGINNING OF THAT TRACT DESCRIBED UNDER AUDITOR'S FILE NO. 678763; THENCE NORTH $1^{\circ} 06' 44''$ EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR 51.07 FEET TO THE SOUTH LINE OF THE LAKE SIXTEEN ROAD AS DESCRIBED UNDER AUDITOR'S FILE NO. 690228; THENCE SOUTH $73^{\circ} 31' 30''$ EAST ALONG THE SOUTH LINE OF SAID LAKE SIXTEEN ROAD FOR 6.73 FEET; THENCE NORTH $87^{\circ} 01' 30''$ EAST FOR 172.24 FEET; THENCE NORTH $62^{\circ} 25' 30''$ EAST FOR 57.14 FEET TO THE WEST LINE OF THAT TRACT OF LAND SOLD TO EDWARD H. JOHNSON UNDER AUDITOR'S FILE NO. 756576; THENCE SOUTH $1^{\circ} 06' 44''$ WEST ALONG THE WEST LINE OF SAID JOHNSON TRACT FOR 242.32 FEET; THENCE SOUTH $89^{\circ} 51' 26''$ WEST ALONG THE NORTH LINE OF THAT TRACT OF LAND SOLD TO EDWARD H. JOHNSON UNDER AUDITOR'S FILE NO. 634185 FOR 178.47 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO EDWARD H. JOHNSON, ET UX, BY DEED RECORDED AS AUDITOR'S FILE NO. 8803010018.

PARCEL "E":

THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 16 FOR 173.41 FEET TO THE CENTERLINE OF HERMWAY HEIGHTS ROAD, ACCORDING TO THE PLAT OF HERMWAY HEIGHTS NO. 2 AS RECORDED IN VOLUME 9 OF PLATS, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH $15^{\circ} 23' 00''$ WEST FOR 181.50 FEET; THENCE NORTH $8^{\circ} 15' 00''$ WEST FOR 98.30 FEET; THENCE NORTH $0^{\circ} 04' 00''$ WEST FOR 154.00 FEET; THENCE NORTH $4^{\circ} 21' 00''$ EAST FOR 150.00 FEET; THENCE NORTH $13^{\circ} 35' 00''$ EAST FOR 144.84 FEET; THENCE SOUTH $76^{\circ} 25' 00''$ EAST FOR 25.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 3 UNDER AUDITOR'S FILE NO. 791710 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH $60^{\circ} 00' 00''$ EAST FOR 25.00 FEET ALONG THE NORTH LINE OF SAID TRACT AS DESCRIBED UNDER AUDITOR'S FILE NO. 791710; THENCE SOUTH $72^{\circ} 21' 00''$ EAST FOR 165.35 FEET TO THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 16; THENCE NORTH $1^{\circ} 06' 44''$ EAST ALONG THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 16 FOR 51.07 FEET TO THE SOUTH LINE OF THE LAKE SIXTEEN ROAD AS DESCRIBED UNDER AUDITOR'S FILE NO. 690228; THENCE NORTH $73^{\circ} 31' 30''$ WEST ALONG THE SOUTH LINE OF SAID LAKE SIXTEEN ROAD FOR 171.89 FEET TO THE EAST MARGIN OF THE HERMWAY HEIGHTS ROAD; THENCE SOUTH $14^{\circ} 41' 65''$ WEST ALONG SAID EAST MARGIN OF HERMWAY HEIGHTS ROAD FOR 22.54 FEET; THENCE SOUTH $13^{\circ} 35' 00''$ WEST FOR 46.52 FEET TO THE TRUE POINT OF BEGINNING.

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON.