

RETURN ADDRESS:

Puget Sound Energy, Inc.

Attn: ROW Dept. / pjh

3130 South 38th Street

Tacoma, WA 98409

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2021-4509

Sep 30 2021

Amount Paid \$29.00

Skagit County Treasurer

By Lena Thompson Deputy

**PUGET SOUND ENERGY****EASEMENT****ORIGINAL****REFERENCE #:****GRANTOR (Owner):****ISDELL****GRANTEE (PSE):****PUGET SOUND ENERGY, INC.****SHORT LEGAL:****PTN GOVT LOT 8, NE 06-35N-11E W.M.****ASSESSOR'S PROPERTY TAX PARCEL: 351106-1-011-0007, P45796 & 351106-1-015-0201, P45810**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **KEVIN R. ISDELL and SANDRA L. ISDELL**, husband and wife ("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**:

REFER TO EXHIBIT "A" ATTACHED HERETO.

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:

AN EASEMENT AREA 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 AS LYING WITHIN THE NORTH TEN (10) FEET OF THE WEST TWENTY (20) FEET OF THE EAST TWO HUNDRED (200) FEET OF THE HEREIN DESCRIBED REAL PROPERTY, BEING ADJACENT TO PSE'S EXISTING TRANSFORMER AT GRID #456642-185643.

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 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; and

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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 Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner 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. 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.

6. 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.

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 Owner. 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 17th day of September, 2021

OWNER:

BY: Kevin R. Isdell
KEVIN R. IDELL

BY: Sandra L. Isdell
SANDRA L. IDELL

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 17th day of September, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KEVIN R. IDELL and SANDRA L. IDELL to me known to be the individual(s) 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.



Susan Garcia
(Signature of Notary)

Susan Garcia
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington

Residing at Snohomish County

My Appointment Expires: 6-17-2025

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

Exhibit "A"
(Real property legal description)
P45796 & P45810

PARCEL "A":

THE SOUTH 5 ACRES OF THE NORTH 15 ACRES OF GOVERNMENT LOT 8, SECTION 6, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.,

EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR ROADS BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 68793 AND 846873, RECORDS OF SKAGIT COUNTY, WASHINGTON,

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE WEST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF SAID GOVERNMENT LOT 8 THAT IS A DISTANCE OF 97.45 FEET WEST OF THE SOUTHEAST CORNER THEREOF;
THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 97.45 FEET;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT THAT IS 7 FEET DUE SOUTH OF THE POINT OF BEGINNING;
THENCE NORTH 7 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

THAT PORTION OF GOVERNMENT LOT 8 IN SECTION 6, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF SAID GOVERNMENT LOT 8;
THENCE WEST, ALONG THE SOUTH LINE OF SAID WEST 2 ACRES A DISTANCE OF 97.45 FEET;
THENCE NORTH A DISTANCE OF 7 FEET;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "C":

THAT PORTION OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF GOVERNMENT LOT 8 IN SECTION 6, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., LYING WESTERLY OF STATE HIGHWAY NO. 20;

EXCEPT THE WEST 2 ACRES THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID ABOVE DESCRIBED TRACT THAT IS A DISTANCE OF 28 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;
THENCE SOUTH A DISTANCE OF 28 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;
THENCE EAST ALONG THE SOUTH LINE THEREOF TO A POINT THAT IS 338 FEET SOUTHEASTERLY, AS MEASURED ALONG A STRAIGHT LINE, FROM THE POINT OF BEGINNING;
THENCE NORTHWESTERLY A DISTANCE OF 338 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "D":

THE NORTH 25 FEET OF THE FOLLOWING DESCRIBED TRACT:

GOVERNMENT LOT 8, SECTION 6, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.;

EXCEPT THE NORTH 15 ACRES THEREOF;

ALSO EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR ROAD BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 68793 AND 846873, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.