

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233



**EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 2021-5678

Dec 13 2021

Amount Paid \$43.89  
Skagit County Treasurer  
By Lena Thompson Deputy

GRANTOR (Owner): **DUVALL**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN OF SW/NE AND SE/NW SEC 31 TWN 34N RGE 4E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **340431-0-037-0006, P29276**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **DANA BRUCE DUVALL**, a single man ("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 INCORPORATED BY REFERENCE.**

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 FIFTEEN (15) FEET IN WIDTH BEING SEVEN AND ONE-HALF (7.5) FEET ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, GENERALLY LOCATED ALONG AND ADJACENT TO BRITT ROAD.**

**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:

**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.

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 2nd day of November, 2021.

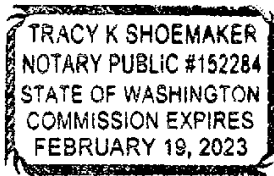
OWNER:

BY: [Signature]

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) SS

On this 2nd day of November, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DANA BRUCE DUVALL**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



[Signature]  
(Signature of Notary)

Tracy K Shoemaker  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Everett, WA  
My Appointment Expires: Feb 19, 2023

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

**EXHIBIT A**

Legal Description:

Parcel A

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the center of said Section 31; thence East 327.8 feet; thence North to the intersection of the Northerly line of the Britt Slough Road as conveyed to Skagit County by Deed dated July 15, 1959 and recorded August 5, 1959, under Auditor's File No. 583969 and the true point of beginning of this description; thence continue North a distance of 210.0 feet; thence West a distance of 154.0 feet to the Northeast corner of that certain tract conveyed to Earl C. Lind, a single man, by Deed dated June 17, 1968, and recorded June 18, 1968, under Auditor's File No. 714907; thence Southerly along said Easterly line to an intersectin with the Northerly line of the said Britt Slough Road; thence Northeasterly along said Northerly line to the point of beginning;

EXCEPT right-of-way for Diking District No. 3 and Drainage District No. 23;

EXCEPTING that portion lying Easterly of the following described line;

Beginning at the center of said Section 31; thence North 00°12'15" West 197.34 feet along the West line to said Northeast 1/4 of the Northerly margin of Britt Road right-of-way as shown on that certain Record of Survey map recorded in Volume 6 of Surveys, page 104, under Auditor's File No. 8508230001, records of Skagit County, Washington; thence North 65°17'45" East 86.36 feet along said Northwesterly margin to a point of curvature in said margin: thence along the arc of said curve to the left having a radius of 1,116.03 feet, through a central angle of 9°56'11", an arc distance of 193.54 feet to the true point of beginning of said line; thence North 29°43'49" West 86.27 feet; thence North 34°16'48" West 67.61 feet; thence North 00°59'58" West 138 feet, more or less, to a point on the North line of that certain tract of land described in Warranty Deed to Earl C. Lind, a single man, dated June 17, 1968, and recorded June 18, 1968, under Auditor's File No. 714907, records of Skagit County, Washington, said point being the terminus of said line;

Parcel B

That portion of the following described Tract:"X" which lies Westerly of a line described as follows;

Beginning at the center of said Section 31; thence North 00°12'15" West 197.34 feet along the West line to said Northeast 1/4 of the Northerly margin of Britt Road right-of-way as shown on that certain Record of Survey map recorded in Volume 6 of Surveys, page 104, under Auditor's File No. 8508230001, records of Skagit County, Washington; thence North 65°17'45" East 86.36 feet along said Northwesterly margin to a point of curvature in said margin: thence along the arc of said curve to the left having a radius of 1,116.03 feet, through a central angle of 9°56'11", an arc distance of 193.54 feet to the true point of beginning of said line; thence North 29°43'49" West 86.27 feet; thence North 34°16'48" West 67.61 feet; thence North 00°59'58" West 138 feet, more or less, to a point on the North line of that certain tract of land described in Warranty Deed to Earl C. Lind, a single man, dated June 17, 1968, and recorded June 18, 1968, under Auditor's File No. 714907, records of Skagit County, Washington, said point being the terminus of said line;

Tract "X"

That portion of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 34 North, Range 4 East, W.M., described as follows:

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Beginning at the center of said Section 31; thence East 327.8 feet; thence North a point that is 210.0 feet North of of the North line of the Britt Slough Road as conveyed to Skagit County by Deed dated July 15, 1959 and recorded August 5, 1959, under Auditor's File No. 58396; thence West a distance of 154.0 feet to the true point of beginning of this description; thence from said true point of beginning continue West to the East line of the West 11 acres of the East three-fourths of the East 1/2 of said Southeast 1/4 of the Northwest 1/4 ; thence South along said East line to the North line of the Britt Slough Road as conveyed to Skagit County by deed recorded under Auditor's File no. 583969; thence Northeasterly along the North line of said County road right-of-way to a point South of the true point of beginning; thence North to the true point of beginning.

Situate in Skagit County, Washington.