

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate, R/W Dept.  
1660 Park Lane  
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 2022-802

Mar 02 2022

Amount Paid \$43.24  
Skagit County Treasurer  
By Lena Thompson Deputy**EASEMENT**

REFERENCE #: N/A  
GRANTOR (Owner): **KEVIN L. SALT and JENNIE M. SALT**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Tract B-2 SP No. MV-7-77 (Ptn GL 9, SW08-34N-04E)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P24225 (340408-3-088-0102)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KEVIN L. SALT and JENNIE M. SALT**, 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:

**TRACT "B-2" OF SHORT PLAT NO. MV-7-77, APPROVED AND RECORDED ON APRIL 4, 1977 IN VOLUME 2 OF SHORT PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 9, SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.**

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:

**EASEMENT AREA NO. 1 (OVERHEAD FACILITIES):** THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND TEN (10) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE EASTERLY PROPERTY LINE.

**EASEMENT AREA NO. 2 (UNDERGROUND FACILITIES):** THE SOUTH FIVE (5) FEET OF THE EASTERLY TEN (10) FEET.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**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.

**Underground facilities.** Conduits, lines, cables for electricity.

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 to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area to enable PSE to exercise its rights granted in this easement.

**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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035.

**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, 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.

*The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.*

**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.

*For purposes of this easement, Grantor's existing sheds and shop are not considered to be inconsistent with the rights granted herein. Owner shall have the right to repair, replace and/or modify the existing sheds and shop located within the Easement Area, provided that such repair, replacement and/or modification shall not directly impair PSE's electrical facilities and shall further be performed in compliance with applicable City of Mount Vernon requirements, and abide by all applicable WAC clearance requirements.*

**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 17 day of February, 20 22.

OWNER:

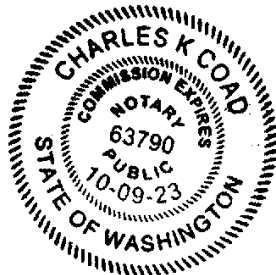
By:   
KEVIN L. SALT

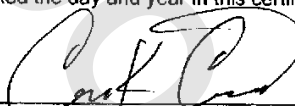
By:   
JENNIE M. SALT

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skagit )

On this 17<sup>th</sup> day of February, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KEVIN L. SALT and JENNIE M. SALT, 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.



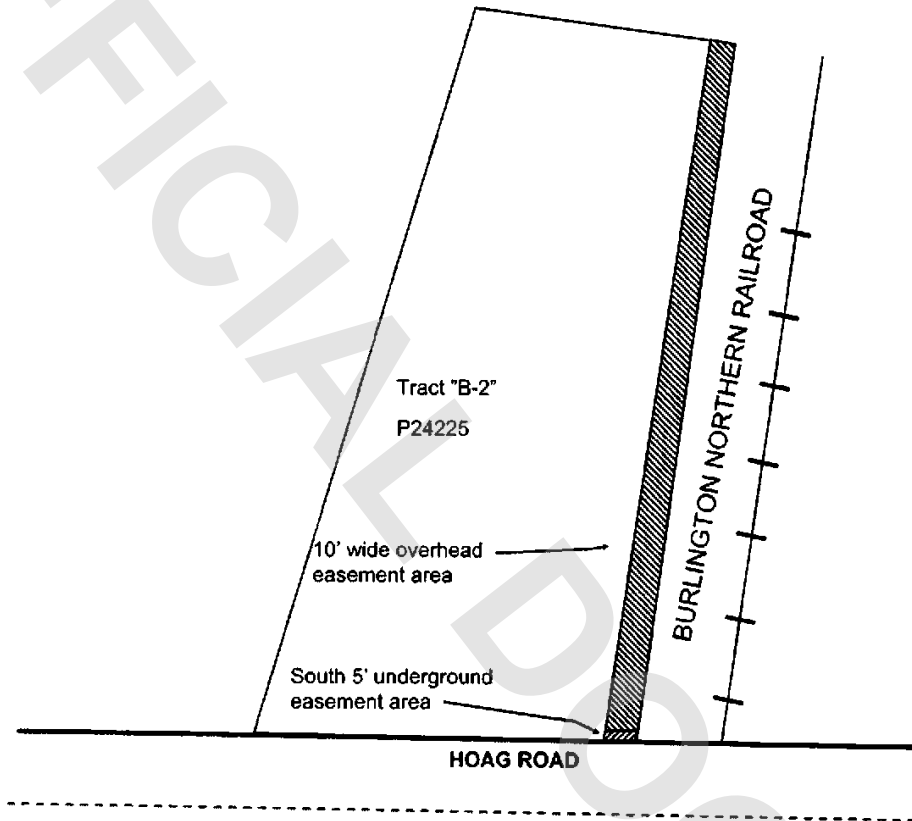
  
(Signature of Notary)

Charles K. Coad  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at: Mill Creek, WA  
My Appointment Expires: 10/9/23

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

Exhibit "A"



Not to scale