

RETURN ADDRESS:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 06/02/2022

**EASEMENT**

REFERENCE #: N/A
GRANTOR: KEITH GORDON CHRISTENSON AND LESLIE LYNN CHRISTENSON
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN N HALF NE QTR, SEC 13-35N-5E
ASSESSOR'S TAX #: P38983 / 350513-0-025-0000, P38961 / 350513-0-007-0309

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KEITH GORDON CHRISTENSON and LESLIE LYNN CHRISTENSON, a married couple ("Owner")**, hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") 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.

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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

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.

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.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. 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. PSE shall also have the right 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.

4. 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. 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.

5. Restoration. Following the 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.

6. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. 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.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 20th day of May, 2022.

OWNER:

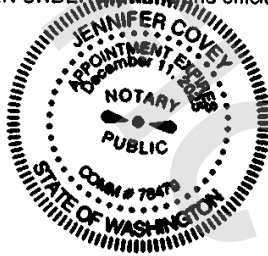
By: 
KEITH GORDON CHRISTENSON

By: 
LESLIE LYNN CHRISTENSON

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 20th day of May, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KEITH GORDON CHRISTENSON** and **LESLIE LYNN CHRISTENSON**, 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.



Jennifer Covey
(Signature of Notary)
Jennifer Covey
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Mount Vernon
My Appointment Expires: Dec. 11, 2025

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

Exhibit "A"**Parcel A:**

That portion of the North half of the Northeast quarter of Section 13, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the North line of Minkler Paved Road, said point being North 02°20' West 1,526.3 feet and North 89°54' West 1034.9 feet from the East quarter corner of said Section 13;

Thence North 02°20' West, parallel with the East line of said Section 13 to the point of intersection with a line running parallel with and 188 feet distant North from the North line of said Minkler Road and the true point of beginning;

Thence West, along said parallel line, a distance of 125 feet;

Thence North 02°20' West parallel with the East line of said Section 13, to the South line of Secondary State Highway # 17A (now State Highway #20) as condemned by the State of Washington by decree entered in the Superior Court for Skagit County Cause No. 25060;

Thence Easterly along the South line of said Highway to a point that lies North 02°20' West of the true point of beginning;

Thence South 02°20' East, parallel with the East line of said Section 13, to the true point of beginning.

Parcel B:

That portion of the North half of the Northeast quarter of Section 13, Township 35 North, Range 5 East, of the Willamette Meridian, described as follows:

Beginning at a point on the North line of the Minkler Paved Road as it existed on April 24, 1906, which is North 02°20' West a distance of 1,526.3 feet and North 89°54' West a distance of 1034.9 feet from the East quarter corner of said Section 13;

Thence North 89°54' west along said north line a distance of 117 feet to the Southwest corner of that certain tract of land conveyed to James Parker and Linda Parker, husband and wife, by that certain deed recorded September 21, 1971, under Auditor's File No. 758307, records of Skagit County, Washington;

Thence North 89°54' West along said North line a distance of 250 feet;

Thence North parallel with the with the West line of said Parker tract a distance of 148 feet; Said point being the true point of beginning;

Thence continue North parallel with the Northerly extension of the West line of said James Parker tract to the Southerly right-of-way line of State Highway 17A, as condemned in Skagit County Superior Court Cause 25060, records of Skagit County, Washington;

Thence Easterly along said Southerly line to the Northwest corner of that certain tract conveyed to Walt Parker, et ux, by deed recorded September 13, 1971, under Auditor's File No. 757983, records of Skagit County, Washington;

Exhibit "A"
(continued)

Thence South along the West line of the Walt Parker tract to the Southwest corner thereof, which point is on the Westerly extension of the North line of the above reference James Parker tract; thence running in a Southwesterly direction to the point of beginning.

Situate in the County of Skagit, State of Washington.