

RETURN ADDRESS:

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



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20224173

Oct 12 2022

Amount Paid \$64.01
Skagit County Treasurer
By Lena Thompson Deputy

EASEMENT

REFERENCE NO: N/A

GRANTOR: DENISE RENE DULIN

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOT 3, SHORT PLAT NO. PL06-0380 (AF# 200611200085)

ASSESSOR'S PROPERTY TAX PARCEL: P125254 / 330506-4-009-0200 & P125255 / 330507-1-004-0100

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DENISE RENE DULIN**, an unmarried woman ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

See Exhibit "A" attached hereto which is incorporated by this 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:

Easement Area No. 1 (P125255): 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 PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described Property, generally located as shown on Exhibit "B" attached hereto which is incorporated by this reference.

Easement Area No. 2 (P125254): A right of way lying within the above described Property as follows: Commencing at the Northeast corner of the above described Property; thence Southerly along the Westerly right-of-way margin of State Route 9 an approximate distance of eighty-four (84) feet to the point of beginning; thence running Westerly, at a ninety (90) degree angle from said State Route 9 right of way, a distance of twenty five (25) feet; thence running Southerly and parallel to the right-of-way margin of State Route 9 a distance of fifteen (15) feet; thence running Easterly, at a ninety (90) degree angle from previous measurement, to a point that intersects said State Route 9, thence Northwesterly along the State Route 9 right-of-way to the point of beginning. Said right of way is generally located as shown on Exhibit "B" attached hereto which is incorporated by this reference.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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 hereunder. PSE shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by PSE.

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. 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.

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, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE 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 PSE.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Grantor from and against liability incurred by Grantor as a result of PSE's negligence in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor 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 Grantor. 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 22nd day of September, 2022.

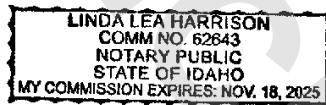
GRANTOR:


DENISE RENE DULIN

Idaho L&H
 STATE OF WASHINGTON)
) SS
 COUNTY OF Kootenai)

On this 22nd day of September, 2022, before me, a Notary Public in and for the State of ~~Washington~~ *Idaho*, duly commissioned and sworn, personally appeared **DENISE RENE DULIN** to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



Linda Lea Ha
 (Signature of Notary)

Linda Lea Harrison
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of ~~Washington~~ *Idaho*,
 residing at Kootenai County

My Appointment Expires: 11/18/2025

Exhibit "A"
(Real Property Legal Description)

Lot 3, Short Plat No. PL06-0380, approved November 17 2006, recorded November 20, 2006, under Auditor's File No. 200611200085, records of Skagit County, State of Washington, being a portion of Government Lot 9, Section 6, and a portion of Government Lot 1, Section 7, all in Township 33 North, Range 5 East, W.M.;

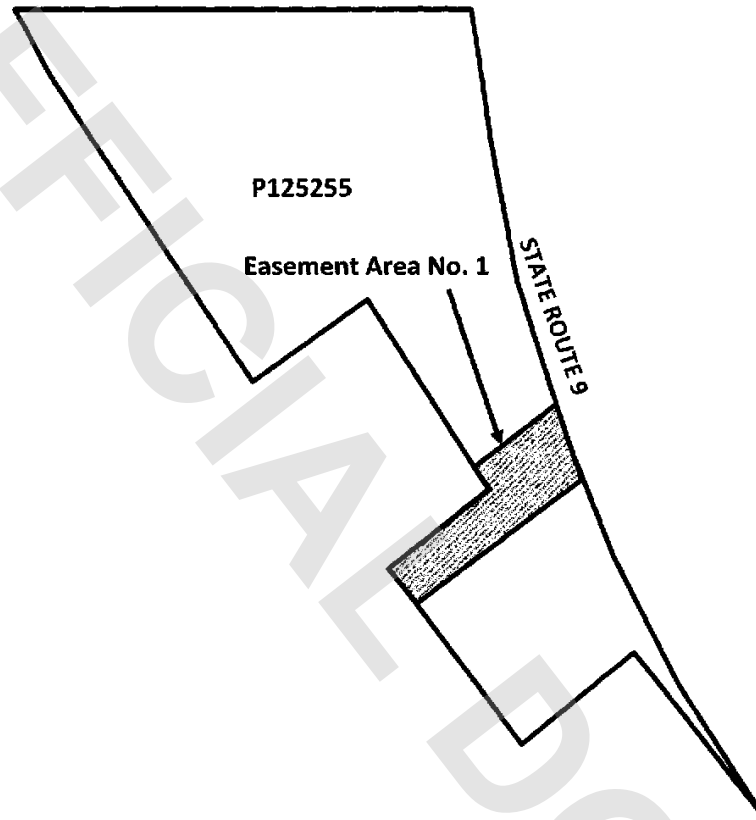
Except that portion of Lot 3, Short Plat No. PL06-0380, approved November 17, 2006, recorded November 20, 2006, under Auditor's File No. 200611200085, records of Skagit County, State of Washington, being a portion of Government Lot 9, Section 6 and a portion of Government Lot 1, Section 7, all Township 33 North, Range 5 East, W.M., lying within the 100-foot wide railroad right of way, commonly known as the Northern Pacific Railway and described as follows:

That portion of the 100-foot wide railroad right of way, commonly known as the Northern Pacific Railway, running Northerly and Southerly, through Government Lot 9 of Section 6, and Government Lot 1 of Section 7, all in Township 33 North, Range 5 East, W.M., which lies Easterly of the centerline of said right of way and Southeasterly of the Northeasterly extension of the Northwestern line of Tract 7 of the "Assessor's Plat of Sunnyside Big Lake Tracts," as per plat recorded in Volume 9 of Plats, Page 13, records of Skagit County, Washington.

Together with a non-exclusive 20 foot easement for ingress, egress, and utilities over Lot 2 of said Short Plat as delineated on the face of the Short Plat.

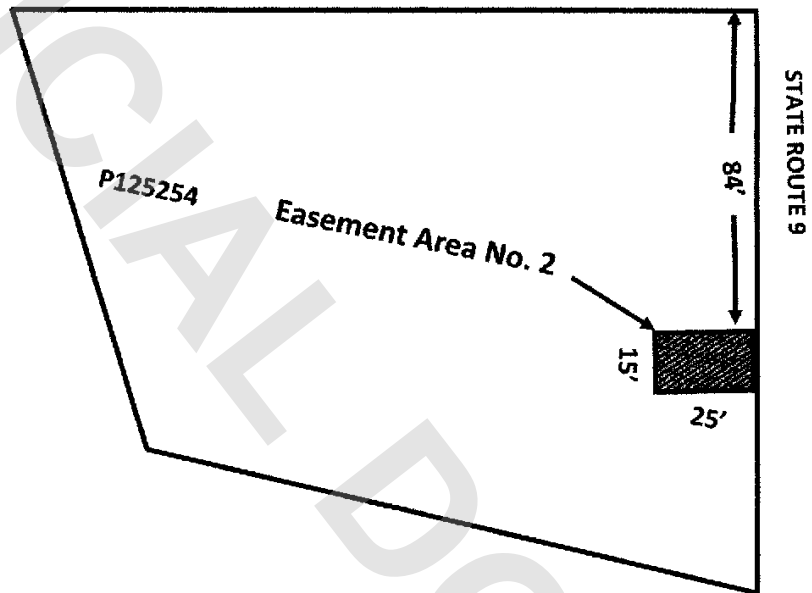
Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
(EASEMENT AREA)



NOT TO SCALE

EXHIBIT "B" - CONTINUED
(EASEMENT AREA)



NOT TO SCALE