

RETURN ADDRESS:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/08/2023

**EASEMENT**

REFERENCE #: N/A
GRANTOR (Owner): WESTERN REMAN COMPANY
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE 1/4, NE 1/4 and NE 1/4, SE 1/4 all in Sec. 16, T 35 N, R 06 E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P41286 (350616-1-008-0005) and P41265 (350616-0-014-0116)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WESTERN REMAN COMPANY**, a Washington corporation ("Owner"), hereby grants and conveys, including any hereafter acquired rights or title, to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, 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: An Easement Area Ten (10) feet in width having Five (5) feet of such width 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:

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.

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 7th day of MARCH, 2023.

OWNER:

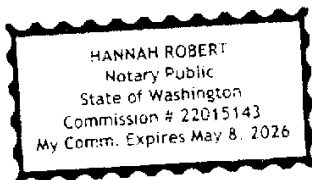
WESTERN REMAN COMPANY,
a Washington corporation

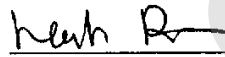
By: 
Donald Dorazio, president

STATE OF WASHINGTON)
) SS
COUNTY OF Whatcom

On this 7th day of March, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald Dorazio, to me known to be the person(s) who signed as president, of **WESTERN REMAN COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said **WESTERN REMAN COMPANY** for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said **WESTERN REMAN COMPANY**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.




(Signature of Notary)

Hannah Robert
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at Bellingham WA 98226

My Appointment Expires: May 8, 2026

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL P41286:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16;
THENCE NORTH 1°09'39" EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 118.00 FEET TO THE NORTHEAST CORNER OF THAT ONE (1) ACRE PARCEL TRANSFERRED TO FRED HUNGER AND LINDA HUNGER, HUSBAND AND WIFE, BY DEED DATED MAY 4, 1989, AND RECORDED UNDER AUDITOR'S FILE NO. 8905150017, AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION;
THENCE CONTINUING NORTH 1°09'39" EAST ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1141.71 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT RAILROAD RIGHT-OF-WAY AS CONVEYED TO THE SEATTLE AND NORTHERN RAILWAY COMPANY BY DEEDS RECORDED MAY 3, 1890, IN VOLUME 10 OF DEEDS, PAGE 565, AND RECORDED JANUARY 5, 1900, IN VOLUME 40 OF DEEDS, PAGE 219;
THENCE NORTH 89°11'17" WEST, ALONG THE SOUTHERLY LINE OF SAID SEATTLE AND NORTHERN RAILWAY COMPANY RIGHT-OF-WAY, A DISTANCE OF 600.64 FEET, MORE OR LESS, TO A POINT 600 FEET WEST, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16;
THENCE SOUTH 9°09'36" EAST, A DISTANCE OF 1183.49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID ONE (1) ACRE PARCEL TRANSFERRED TO FRED HUNGER AND LINDA HUNGER BY AUDITOR'S FILE NO. 8905150017;
THENCE SOUTH 88°04'42" EAST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, ALONG THE NORTH LINE OF SAID HUNGER PARCEL, A DISTANCE OF 388.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 13.04 ACRES, MORE OR LESS.

EXCEPT FROM THE ABOVE DESCRIBED PROPERTY, THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED JANUARY 8, 1897 IN VOLUME 31 OF DEEDS, PAGE 695, UNDER AUDITOR'S PIKE No, 25605.

ALL SITUATE ON THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

.....LEGAL DESCRIPTION CONTINUED ON PAGE 6

PARCEL P41265:**PARCEL "A":**

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 16;
THENCE WEST 388 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 148 FEET PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION;
THENCE EAST 388 FEET TO THE EAST LINE OF SAID SUBDIVISION;
THENCE NORTH 148 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING,

EXCEPT ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL;
THENCE NORTH ALONG THE EASTERN BOUNDARY OF SAID SECTION 16, A DISTANCE OF 118 FEET;
THENCE WEST IN A LINE PARALLEL TO THE SOUTHERN BOUNDARY OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16, A DISTANCE OF 388 FEET;
THENCE SOUTH A DISTANCE OF 118 FEET TO THE SOUTHERN BOUNDARY OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16;
THENCE EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 388 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM THE EXISTING COUNTY ROAD KNOWN AS "SOUTH HEALY ROAD", SAID PARCEL CONSISTING OF ONE ACRE, MORE OR LESS.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SOUTH HEALY ROAD, NO. 94230:

THAT PORTION OF THE COUNTY ROAD KNOWN AS SOUTH HEALY ROAD, NO. 94230, LYING WITHIN SECTION 16, TOWNSHIP 35 NORTH, RANGE 6 EAST OF THE W.M., AS VACATED PER FINAL ORDER OF VACATION R20190234 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202011030112.