

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 06/06/2023



EASEMENT

REFERENCE #: N/A
GRANTOR: PAUL W. ZAWILA and HELENE A. ZAWILA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn SE SE, 15-34-1 and Ptn NE NE, 22-34-1
(Ptn SE15-34-01E and Ptn NE22-03N-01E)
ASSESSOR'S TAX #: 340122-0-050-0010/ P19580, 340122-0-031-0048/ P19557, 340115-0-021-0049/
P419474, 340122-0-044-0043/P19574, 340122-0-042-0045/P19571, 340122-0-
005-0040/ P19530

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PAUL W. ZAWILA and HELENE A. ZAWILA, 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:

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. 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.

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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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

EXHIBIT "A"
(Legal Description)

PARCEL "A":

THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 34 NORTH AND RANGE 1 EAST, W.M., AND OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 1 EAST W.M., LYING SOUTHERLY, SOUTHEASTERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 22, WHERE THE SAME INTERSECTS THE NORTHEASTERLY LINE OF ROSARIO ROAD, AS SAID ROAD IS SHOWN ON SURVEY, RECORDED IN VOLUME 6 OF SURVEYS, PAGE 264, UNDER AUDITOR'S FILE NO. 8609050023, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH $64^{\circ}02'20''$ WEST ALONG THE NORTHERLY LINE OF SAID ROAD, A DISTANCE OF 70.36 FEET TO THE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH $00^{\circ}19'34''$ WEST, A DISTANCE OF 456.84 FEET;
 THENCE NORTH $89^{\circ}40'26''$ EAST, A DISTANCE OF 100 FEET;
 THENCE NORTH $00^{\circ}19'34''$ WEST, A DISTANCE OF 40 FEET;
 THENCE NORTH $89^{\circ}40'26''$ EAST, A DISTANCE OF 245.36 FEET;
 THENCE NORTH $29^{\circ}31'29''$ EAST, A DISTANCE OF 19.64 FEET;
 THENCE NORTH $26^{\circ}00'05''$ EAST, A DISTANCE OF 35.25 FEET;
 THENCE NORTH $28^{\circ}13'04''$ EAST, A DISTANCE OF 196.58 FEET;
 THENCE NORTH $32^{\circ}52'56''$ EAST, A DISTANCE OF 34.78 FEET;
 THENCE NORTH $36^{\circ}31'36''$ EAST, A DISTANCE OF 50.73 FEET;
 THENCE NORTH $38^{\circ}55'25''$ EAST, A DISTANCE OF 52.43 FEET;
 THENCE NORTH $38^{\circ}42'05''$ EAST, A DISTANCE OF 70.12 FEET;
 THENCE NORTH $38^{\circ}59'47''$ EAST, A DISTANCE OF 41.22 FEET;
 THENCE NORTH $38^{\circ}37'56''$ EAST, A DISTANCE OF 60.59 FEET;
 THENCE NORTH $39^{\circ}51'08''$ EAST, A DISTANCE OF 73.79 FEET;
 THENCE NORTH $39^{\circ}29'27''$ EAST, A DISTANCE OF 67.56 FEET;
 THENCE NORTH $39^{\circ}29'13''$ EAST, A DISTANCE OF 79.47 FEET;
 THENCE NORTH $44^{\circ}29'18''$ EAST, A DISTANCE OF 16.13 FEET;
 THENCE NORTH $42^{\circ}21'17''$ EAST, A DISTANCE OF 64.57 FEET;
 THENCE NORTH $42^{\circ}16'56''$ EAST, A DISTANCE OF 68.12 FEET;
 THENCE NORTH $42^{\circ}55'09''$ EAST A DISTANCE OF 79.24 FEET;
 THENCE NORTH $43^{\circ}04'56''$ EAST, A DISTANCE OF 32.97 FEET, TO THE NORTH LINE OF SECTION 22,
 THENCE NORTH $43^{\circ}04'55''$ EAST, A DISTANCE OF 86.05 FEET;
 THENCE NORTH $89^{\circ}29'25''$ EAST, A DISTANCE OF 235.09 FEET, TO THE EAST LINE OF SECTION 15, AND THE TERMINATION POINT OF SAID LINE,

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION;

THENCE NORTH 165 FEET;

THENCE WEST 264 FEET;

THENCE SOUTH 165 FEET;

THENCE EAST 264 FEET TO THE POINT OF BEGINNING,

EXHIBIT "A" CONT'D

ALSO EXCEPT THE SOUTH 40 FEET OF THE EAST 300 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION,

AND ALSO EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF ROSARIO ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

THE NORTH 40 FEET OF THE EAST 300 FEET OF THE WEST 680 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.