

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate Dept. / SM
P.O. Box 97034, BEL-08W
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20236862

Jun 12 2023

Amount Paid \$23.72
Skagit County Treasurer
By Lena Thompson Deputy

**EASEMENT AGREEMENT**

GRANTOR: Margaret A. Weidenbach
GRANTEE: Puget Sound Energy, Inc.
SHORT LEGAL: Portion of SE NE 19-34-03E
ASSESSOR'S PROPERTY TAX PARCEL: P22167

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 28th day of April, 2023, by and between **Maragaret A. Weidenbach**, a single woman ("Grantor"), and **Puget Sound Energy, Inc.**, a Washington corporation ("Grantee").

RECITALS

A. Margaret A. Weidenbach owns certain real property in the County of Skagit, State of Washington, which real property is legally described as follows (the "Grantor Parcel"):

THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

EXCEPT COUNTY ROAD ALONG THE WEST LINE THEREOF, AND

EXCEPT THE SOUTH 208.71 FEET THEREOF, AND ALSO

EXCEPT THOSE TWO PORTIONS THEREOF CONVEYED TO THE PUGET SOUND POWER & LIGHT COMPANY BY DEEDS RECORDED MAY 20, 1955, AND MAY 28, 1968, UNDER AUDITOR'S FILE NOS. 528934 AND 734111, RESPECTIVELY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

B. Grantee owns certain real property adjacent to the Grantor Parcel, which real property is legally described as follows (the "Grantee Parcel"):

THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF THE LA CONNER BAY VIEW ROAD THAT IS 208.7 FEET NORTH AND 35 FEET EAST OF THE SOUTHWEST CORNER OF SAID SUBDIVISION (SAID POINT BEING ON THE NORTH LINE OF THAT CERTAIN TRACT CONVEYED TO ROWLAND LOCKHART BY DEED DATED JANUARY 30, 1922, RECORDED FEBRUARY 25, 1922, IN VOLUME 125 OF DEEDS, PAGE 131, RECORDS OF SKAGIT COUNTY); THENCE N 89°26' E, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, AND ALONG THE NORTH LINE OF SAID LOCKHART TRACT, A DISTANCE OF 100 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 0°23'45" W, PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, 100.0 FEET; THENCE S 89°26' W 100 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE N 0°23'45" W ALONG SAID EAST LINE 70.0 FEET; THENCE N 89°26' E 115.0 FEET; THENCE S 0°23'45" E, PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 170.0 FEET TO THE NORTH LINE OF SAID LOCKHART TRACT; THENCE S 89°26' W ALONG THE NORTH LINE OF SAID LOCKHART TRACT, 15.0 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED APRIL 18, 1946, RECORDED APRIL 25, 1946 UNDER AUDITOR'S FILE NO. 391052 (THIS "EXCEPTION" LIES WITHIN THE BOUNDARIES OF THE EXISTING COUNTY ROAD RIGHT-OF-WAY, AND DOES NOT AFFECT THE PUGET POWER PROPERTY).

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

C. Grantee desires a perpetual easement on, over, under and across that portion of the Grantor Parcel specifically described and defined in Section C.1 below as the Easement Area and Grantor is willing to grant and convey such an easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement on, over, under and across that specific portion of the Grantor Parcel described as follows (the "Easement Area"):

A STRIP OF LAND 4 FEET IN WIDTH X 174 FEET IN LENGTH LYING WITHIN THE GRANTOR PARCEL AS DESCRIBED BELOW AND APPROXIMATELY SHOWN ON THE ATTACHED EXHIBIT "A".

THE WEST 4 FEET OF THE SOUTH 174 FEET ADJACENT TO THE EAST PROPERTY BOUNDARY LINE OF THE GRANTEE'S PARCEL AS OF THE DATE OF THE RECORDING OF THIS EASEMENT KNOWN AS "PETH'S CORNER" SUBSTATION.

The Easement Area shall not be extended or supplemented without the Grantor's written consent reflected in a signed and recorded amendment to this Easement.

2. Grantee's Use of the Easement Area. Grantee may use the Easement Area to construct, operate, maintain, repair, replace, improve, and remove a ground grid consisting of copper wire buried under large diameter yard rock. Grantee shall compensate Grantor for any damage to Grantor's property caused by Grantee.
3. Grantor's Use of the Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.
4. Cost of Maintenance. Grantor shall not be responsible for costs relating to the maintenance of the Easement Area. Said costs shall be the responsibility of the Grantee.
5. Indemnity. Grantee shall release, protect, defend, and indemnify Grantor and her heirs, successors, and assigns, and their respective shareholders, officers, directors, members, managers, employees, and tenants from and against liabilities, claims, losses, actions, damages, demands, costs, and expenses of any kind, including, but not limited to, legal fees and costs, resulting from, or in any way connected with, the acts or omissions of Grantee or its contractors or representatives in the use of the Easement Area granted herein, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability directly attributable to the negligence of Grantor.
5. Abandonment. The rights granted herein shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this Agreement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.
6. Hazardous Substances and Waste. Grantee, and its successors, assigns, and agents, covenant and agree they will not use, store or dispose of any hazardous substances or wastes in or around the Easement Area or Grantor's property and further covenant and agree they shall strictly comply with any and all governmental laws, regulations and ordinances regarding the handling, transportation and storage of hazardous substances and hazardous wastes.
7. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions in this Easement, protect its interest in any manner arising under this Easement or to recover damages for any breach under this Easement, the mainly non-prevailing party shall pay the mainly prevailing party its costs, damages, and expenses, including, but not limited to attorneys' fees and costs incurred.
8. Successors and Assigns. This Agreement shall be recorded in the records of the Skagit County Auditor and shall remain a perpetual easement that runs with the land and is binding on the Grantor Parcel and the Grantee Parcel and the successors and assigns of the parties hereto.
9. Entire Agreement. This Agreement represents the entire understanding between the parties hereto and may not be amended or revised except in writing signed by both parties and recorded in the records of the Skagit County Auditor.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

Grantor: Margaret A. Weidenbach

By: 
Margaret A. Weidenbach, a single woman

State of Washington
County of Skagit

On this 28TH day of April, 2023, personally appeared before me Margaret A. Weidenbach, to me known to be the individual described in and 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.

WITNESS my hand and official seal hereto affixed the day and year above written.



Print Name

Courtney Smith

Notary Public in and for the State of
Washington, residing at

Burlington, WA

My commission expires

2-19-2025

Exhibit "A"

Not to scale

