

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 06/20/2023

**EASEMENT**

REFERENCE #: N/A
GRANTOR: Myron M. Cheek
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn: N NW NE S14 TE34 R4E WM (Ptn. NE14-34N-04E)
ASSESSOR'S TAX #: P24720 / 340414-1-003-0005

^{MMC}
~~Myron M. Cheek, a single man, as his separate estate~~ ("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;
EXCEPT ANY PORTION UNDER PUGET SOUND ENERGY EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200011140035; AND
ALSO EXCEPT ANY PORTION UNDER PUGET SOUND POWER & LIGHT COMPANY EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9108130097.

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.

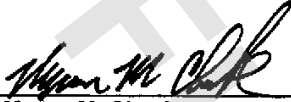
11. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other

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.

12. 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 16th day of June, 2023.

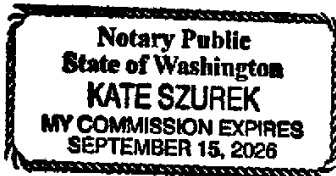
OWNER:

By: 
Myron M. Cheek

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 16th day of June, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Myron M. Cheek, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as this 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.




(Signature of Notary) KATE SZUREK

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Mount Vernon

My Appointment Expires: 9/15/2026

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A" (SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-24720)

THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE WEST 198 FEET THEREOF,

AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 198 FEET EAST OF THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 475 FEET;
THENCE EAST 550 FEET;
THENCE SOUTH 475 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;
THENCE WEST ALONG SAID SOUTH LINE, 550 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND OPERATING AND MAINTAINING AN OPEN PIT MINE OVER AND ACROSS A STRIP OF LAND 50 FEET IN WIDTH, BEING THE NORTH 50 FEET OF THE NORTHEAST $\frac{1}{4}$, OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. ALL LYING EASTERLY OF STATE HIGHWAY NO. 9 AND THE NORTH 50 FEET OF THE WEST 198 FEET TO THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 14.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B" (SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-24721)

THE WEST 198 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

PARCEL "C" (SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-24727)

THE NORTH 50 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF STATE HIGHWAY 9.

PARCEL "D" (SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-24706)

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH $0^{\circ}25'05''$ EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 216 FEET;
THENCE NORTH $64^{\circ}23'53''$ WEST, A DISTANCE OF 191.82 FEET;
THENCE NORTH $39^{\circ}46'55''$ EAST A DISTANCE OF 37.5 FEET TO THE POINT OF BEGINNING OF SAID LINE;
THENCE SOUTH $53^{\circ}08'04''$, A DISTANCE OF 186.20 FEET TO THE TERMINAL POINT OF SAID LINE;

EXCEPT THE NORTH 50 FEET OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ LYING EASTERLY OF STATE HIGHWAY No. 9;

AND EXCEPT ANY PORTION OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ LYING NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF STATE HIGHWAY No.9.

PARCEL "E" (SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-24722)

THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH $89^{\circ}14'42''$ EAST ALONG THE NORTH LINE OF SAID SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ FOR A DISTANCE OF 583.38 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH $14^{\circ}52'00''$ EAST FOR A DISTANCE OF 100.00 FEET;
THENCE SOUTH $89^{\circ}21'37''$ EAST FOR A DISTANCE OF 66.55 FEET;
THENCE CONTINUE SOUTH $89^{\circ}21'37''$ EAST FOR A DISTANCE OF 682.57 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$;
THENCE NORTH $1^{\circ}41'23''$ WEST ALONG SAID EAST LINE FOR A DISTANCE OF 94.88 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AT A POINT BEARING SOUTH $89^{\circ}12'42''$ EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH $89^{\circ}14'42''$ WEST ALONG THE NORTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 772.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL "F" (SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-24719)

THAT PORTION OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$;
THENCE SOUTH $1^{\circ}41'23''$ EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 817.48 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE DESCRIPTION;
THENCE SOUTH $89^{\circ}21'38''$ EAST FOR A DISTANCE OF 223.55 FEET;
THENCE SOUTH $48^{\circ}39'51''$ EAST FOR A DISTANCE OF 138.02 FEET;
THENCE SOUTH $89^{\circ}21'38''$ EAST FOR A DISTANCE OF 84.00 FEET;
THENCE NORTH $1^{\circ}41'25''$ WEST FOR A DISTANCE OF 449.38 FEET;
THENCE SOUTH $89^{\circ}21'38''$ EAST FOR A DISTANCE OF 269.44 FEET, MORE OR LESS, TO THE EAST LINE OF SAID WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AT A POINT BEARING SOUTH $1^{\circ}35'52''$ EAST, A DISTANCE OF 455.41 FEET, FROM THE NORTHEAST CORNER OF SAID SUBDIVISION AND BEING THE TERMINUS OF SAID LINE.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

ALL OF THE ABOVE SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

(ALSO KNOWN AS MYRON M. CHEEK PARCEL AFTER BOUNDARY LINE ADJUSTMENT WARRANTY DEED AFN 201101200094)