

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 03/13/2024



## EASEMENT

GRANTOR: **BAYVIEW MHP LLC**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN S/2 NE SECT 31- TWN 35N-03E**  
ASSESSOR'S TAX #: **P35114 /350331-0-042-0000**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BAYVIEW MHP LLC**, a Washington limited liability company ("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:

**An Easement Area ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed.**

**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:

**a. 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.

**b. 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. 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 11<sup>th</sup> day of March, 2024.

OWNER: Bayview MHP LLC

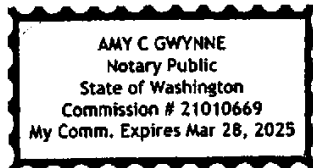
By [Signature] Its Managing Member

STATE OF WASHINGTON )

COUNTY OF ) ss

On this 11<sup>th</sup> day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jared Varnes, to me known or proved by satisfactory evidence to be the person who signed as managing member of BAYVIEW MHP LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

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



[Signature]  
(Signature of Notary)  
AMY C GWYNNE  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My Appointment Expires: 3-28-2025

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT A  
PROPERTY DESCRIPTION**

**Parcel A:**

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 89° 52'30" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 621.58 FEET;  
THENCE NORTH 70°49'25" WEST ALONG THE CENTERLINE OF THE EXISTING COUNTY ROAD 247.13 FEET;  
THENCE SOUTH 8°09' WEST 20.37 FEET TO THE SOUTHERLY BOUNDARY OF SAID ROAD AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 8° 09' WEST 62.10 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31;  
THENCE SOUTH 89°53'30" WEST ALONG SAID SOUTH LINE 681.73 FEET;  
THENCE NORTH 21°49'30" EAST 301.55 FEET TO THE SOUTHERLY LINE OF THE COUNTY ROAD;  
THENCE SOUTH 67°21'10" EAST ALONG THE SOUTHERLY LINE OF SAID ROAD 162.44 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING RADIUS OF 2884.79 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°28'15", AN ARC DISTANCE OF 174.75 FEET TO THE END OF SAID CURVE;  
THENCE SOUTH 70°49'25" EAST ALONG THE SOUTHERLY LINE OF THE COUNTY ROAD 280.87 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT TIDE LANDS OF THE SECOND CLASS, IF ANY.

**Parcel B:**

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 89° 53'30" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 621.58 FEET;  
THENCE NORTH 70°49'25" WEST ALONG THE CENTERLINE OF THE EXISTING COUNTY ROAD 524.10 FEET TO THE BEGINNING OF A CURVE IN SAID COUNTY ROAD; THENCE NORTH 19°10'35" EAST 20.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID ROAD, THE TRUE POINT OF BEGINNING;  
THENCE NORTH 10°03'29" EAST 647.29 FEET TO THE CENTERLINE OF VACATED "H" STREET IN BAYVIEW;  
THENCE SOUTH 68°58'20" WEST ALONG SAID CENTERLINE 501.59 FEET TO THE NORTH LINE OF A TRACT CONVEYED TO C. B. PAULSON IN DEED RECORDED AS AUDITOR'S FILE NO. 370772, RECORDS OF SKAGIT COUNTY;  
THENCE SOUTH 89°53'30" WEST ALONG THE NORTH LINE OF SAID TRACT 65.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT;  
THENCE SOUTH 0°06'30" EAST 24.95 FEET TO THE CENTERLINE OF VACATED "H" STREET;  
THENCE SOUTH 68°58'20" WEST 62.64 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID C. PAULSON AND PATRICIA A. PAULSON BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 583174, RECORDS OF SAGIT COUNTY, WASHINGTON;

THENCE SOUTH 3°39'50" WEST ALONG THE EASTERLY LINE OF SAID TRACT 216.57 FEET TO A POINT ON A CURVE IN THE NORTHERLY LINE OF SAID COUNTY ROAD HAVING A RADIUS POINT BEARING SOUTH 17°33'01" WEST A DISTANCE OF 1452.39 FEET;  
THENCE ALONG THE ARC OF SAID CURVE IN A SOUTHEASTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 5°05'49" A DISTANCE OF 129.20 FEET;  
THENCE SOUTH 67°21'10" EAST ALONG THE NORTHERLY LINE OF SAID COUNTY ROAD 228.00 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2844.79 FEET;  
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°28'15" A DISTANCE OF 172.33 FEET TO THE TRUE POINT OF BEGINNING.

Parcel C:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID C. PAULSON AND PATRICIA A. PAULSON BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 583174, RECORDS OF SAGIT COUNTY, WASHINGTON;  
THENCE SOUTH 3°39'50" WEST ALONG THE EASTERLY LINE OF SAID PAULSON TRACT, 216.57 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE COUNTY ROAD;  
THENCE NORTH 0°27'10" WEST, 208.84 FEET TO THE CENTERLINE OF VACATED "H" STREET, IN BAYVIEW;  
THENCE NORTH 68°58'20" EAST ALONG THE CENTERLINE OF SAID VACATED "H" STREET, 20.50 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL C, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED IN VOLUME 750, AT PAGE 86 UNDER AUDITOR'S FILE NO. 8803310070, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
THENCE SOUTH 68°57'02" WEST, ALONG THE CENTERLINE OF VACATED "H" STREET IN BAYVIEW, A DISTANCE OF 14.12 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 1°50'44" WEST, PARALLEL WITH AND 2 FEET EASTERLY AS MEASURED AT RIGHT ANGLES FROM AN EXISTING FENCE, A DISTANCE OF 103.81 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID TRACT C;  
THENCE NORTH 1°28'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 101.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT C;  
THENCE NORTH 68°57'02" EAST, ALONG THE NORTH LINE OF SAID TRACT C A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING.

ALL SITUATE IN SKAGIT COUNTY, WASHINGTON.