

202404300038

04/30/2024 12:00 PM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor, WA

RETURN ADDRESS:

Puget Sound Energy, Inc.
Bryan Petri, Major Projects
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20240435

Apr 30 2024

Amount Paid \$31.70
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT

REFERENCE #:

GRANTOR (Owner): **D & W DOG HEAVEN, L.L.C.**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN N ½ NW ¼ NE ¼, SEC22-T35N-04E, W.M.**
ASSESSOR'S TAX #: **P37055**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **D & W DOG HEAVEN, L.L.C.**, a Washington Limited Liability Company ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT COUNTY ROADS

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described and depicted as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;

THENCE RUNNING SOUTH ALONG THE WEST PROPERTY LINE A DISTANCE OF 231 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING EAST AT RIGHT ANGLES A DISTANCE OF 10 FEET;

THENCE RUNNING SOUTH PARALLEL TO SAID WEST PROPERTY LINE A DISTANCE OF 10 FEET;

THENCE RUNNING WEST AT RIGHT ANGLES A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT ON SAID WEST PROPERTY LINE;

THENCE RUNNING NORTH ALONG SAID WEST PROPERTY LINE TO THE TRUE POINT OF BEGINNING.

(CONTAINING 100 SQUARE FEET, MORE OR LESS.)

SEE ATTACHED "EXHIBIT A" FOR REFERENCE.

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 purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

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; and

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 the 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, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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 sole judgment, interfere with or create a hazard to PSE's systems. 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 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its 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 or the negligence of others.

8. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written Instrument. If terminated any Improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

9. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

[Signature to follow next page(s)]

EXHIBIT A
Easement Depiction for Reference

