

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 07/09/2024



EASEMENT

GRANTOR: **SINGLETRACK MIND LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 1, SP PL17-0490 GL 3 (PTN NW01-34N-04E)**
ASSESSOR'S TAX #: **P23346/ 340401-0-061-0001**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SINGLETRACK MIND 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:

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:

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

EXHIBIT "A"
(Legal Description)

LOT 1, SKAGIT COUNTY SHORT PLAT NO. PL17-0490, RECORDED UNDER AUDITOR'S FILE NO. 201801030035, BEING A PORTION OF GOVERNMENT LOT 3 OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION OF THE OF GOVERNMENT LOT 3, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3;

THENCE NORTH 88°55'7" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, FOR A DISTANCE OF 315.38 FEET;

THENCE NORTH 01°05'02" EAST FOR A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT OF WAY OF FRANCIS ROAD AS IT EXISTED IN JUNE 2020, AND TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°05'02" EAST FOR A DISTANCE OF 13.00 FEET;

THENCE NORTH 88°54'58" WEST FOR A DISTANCE OF 30.61 FEET;

THENCE NORTH 01°27'29" EAST FOR A DISTANCE OF 13.15 FEET;

THENCE NORTH 88°55'48" WEST FOR A DISTANCE OF 19.20 FEET;

THENCE SOUTH 01°27'29" WEST FOR A DISTANCE OF 13.15 FEET;

THENCE NORTH 88°54'58" WEST FOR A DISTANCE OF 69.67 FEET;

THENCE SOUTH 01°15'00" WEST FOR A DISTANCE OF 13.00 FEET TO THE NORTH RIGHT OF WAY OF FRANCIS ROAD;

THENCE SOUTH 88°54'58" EAST ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 119.52 FEET TO THE POINT OF BEGINNING PER SKAGIT COUNTY CONTRACT NO. C20210573.