

**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 07/16/2024

**EASEMENT**

REFERENCE #: N/A  
GRANTOR: HCA PARTNERS, LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN SE NE07-34N-04E  
ASSESSOR'S TAX #: P23959/340407-0-045-0014, P23984/340407-0-057-0019 AND  
P24006/340407-0-067-0108

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HCA PARTNERS, LLC**, 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 PSE 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:

**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.** Invalidity 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 22<sup>nd</sup> day of April, 2024.

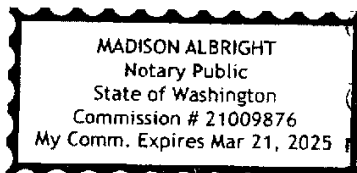
OWNER: **HCA PARTNERS, LLC**

By:   
**PAUL WOODMANSEE, MANAGING MEMBER WBROS, LLC**

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF SKAGIT )

On this 22<sup>nd</sup> day of April, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **PAUL WOODMANSEE**, to me known to be the person(s) who signed as a member, of the **HCA PARTNERS, LLC** that executed the within and foregoing instrument, and acknowledged said instrument to be his 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 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 of Notary)

Madison Albright  
 (Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing

Sequoia-Woolley

My Appointment Expires: March 21, 2025

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

**EXHIBIT "A"**  
**(Legal Description)**

Parcel Number: **P23959/340407-0-045-0014, P23984/340407-0-057-0019, P24006/340407-0-067-0108**

**PARCEL "A":**

That portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 209.16 feet North of the East  $\frac{1}{4}$  corner of said Section 7;  
thence West, 217.8 feet;  
thence North 100 feet parallel with the East section line;  
thence East 217.8 feet;  
thence South on the East Section line 100 feet to the point of beginning.

EXCEPT State highway along the East line thereof.

Situate in the City of Burlington, County of Skagit, State of Washington

**PARCEL "B":**

That portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 209.16 feet North and 217.8 feet West of the East  $\frac{1}{4}$  corner of said Section 7;  
thence West 211.2 feet, more or less, to the West line of that certain tract conveyed to Emil Hanson and Clara L. Hanson, his wife, by deed dated June 1, 1943, under Auditor's File No. 362759, records of said County;  
thence North along the West line of said Hanson tract, 100 feet;  
thence East 211.2 feet to a point North of the point of beginning;  
thence South 100 feet to the point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington

**PARCEL "C":**

The North 105.66 feet of the following described tract:

That portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence North along the East line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; a distance of 209.16 feet;  
thence West 430 feet, more or less, to the West line of those premises conveyed to Emil Hanson, et ux, by deed dated June 1, 1943, filed June 2, 1943, as Auditor's File No. 362759 and recorded in Volume 189 of Deeds page 132;  
thence South along said West line and the production South thereof 209.16 feet to the South line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence East along said South line 430 feet, more or less, to the point of beginning.

EXCEPT that portion thereof described in a Statutory Warranty Deed recorded under Recording Number 201112160021, records of Skagit County Auditor, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington