

**RETURN ADDRESS:**

Puget Sound Energy, Inc.
Attn: ROW Department (CL)
PO BOX 97034 - BOT020
Bellevue, WA 98009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20243071

Nov 25 2024

Amount Paid \$25.00
Skagit County Treasurer
By Lena Thompson Deputy

EASEMENT

GRANTOR: **MELVIN G. STUEVE**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN NE1/4 NE1/4, S25-T36N-R4E, W.M.**
ASSESSOR'S TAX #: **P49912, 360425-1-001-0002**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MELVIN G. STUEVE**, as his separate property and as surviving spouse of **ELEANOR STUEVE**, deceased ("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, along, across and through the following described real property in Skagit County, Washington (the "Property"):

SEE ATTACHED EXHIBIT A – PROPERTY LEGAL DESCRIPTION

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:

SEE ATTACHED EXHIBIT B – EASEMENT DESCRIPTION**SEE ATTACHED DEPICTION 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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

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.

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. 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.

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.

[signatures follow next page]

DATED this 22nd day of November, 2024.

OWNER:

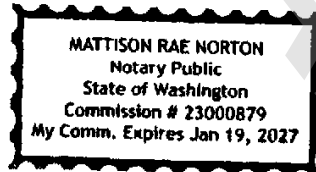
MELVIN G. STUEVE

STATE OF WASHINGTON)

COUNTY OF Snohomish) ss

On this 22nd day of November, 2024, before me, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Melvin G. Stueve, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Mattison Rae Norton
(Signature of Notary)
Mattison Rae Norton
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington
My Appointment Expires: Jan 19, 2027

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

EXHIBIT A
LEGAL DESCRIPTION
SKAGIT COUNTY PARCEL P49912

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25 AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 9405160082, RECORDS OF SAID COUNTY;
THENCE SOUTH $89^{\circ}58'03''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 844.13 FEET;
THENCE SOUTH $00^{\circ}01'57''$ EAST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF PRAIRIE ROAD, BEING THE NORTHWEST CORNER OF LOT "A", SKAGIT COUNTY SHORT PLAT NO. 76-72, APPROVED OCTOBER 20, 1972 (PARCEL P49913);
THENCE SOUTH $00^{\circ}22'13''$ WEST ALONG THE WEST LINE OF SAID LOT "A" A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT "A" AND THE POINT OF BEGINNING;
THENCE NORTH $89^{\circ}58'03''$ EAST ALONG THE SOUTH LINE OF SAID LOT "A" A DISTANCE OF 149.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT "A";
THENCE NORTH $05^{\circ}33'58''$ EAST ALONG THE EAST LINE OF SAID LOT "A" A DISTANCE OF 270.68 FEET TO THE NORTHEAST CORNER OF SAID LOT "A", BEING THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID PRAIRIE ROAD;
THENCE SOUTHERLY ALONG SAID MARGIN A DISTANCE OF 500.00 FEET MORE OR LESS TO THE NORTHERLY CORNER OF LOT "B" OF SAID SHORT PLAT NO. 76-72 (PARCEL P116284);
THENCE SOUTH $56^{\circ}29'47''$ WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" A DISTANCE OF 184.79 FEET TO THE NORTHWEST CORNER OF SAID LOT "B";
THENCE SOUTH $00^{\circ}05'38''$ WEST, ALONG THE WEST LINE OF SAID LOT "B" A DISTANCE OF 245.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT "B", BEING COMMON TO THE SOUTHWEST CORNER OF A PARCEL HERETOFORE CONVEYED TO SCHOOL DISTRICT NO. 88 AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 498161, RECORDS OF SAID COUNTY;
THENCE SOUTH ALONG THE WEST LINE OF SAID SCHOOL DISTRICT PARCEL TO THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 201703270108, RECORDS OF SAID COUNTY (PARCEL P49915);

THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF A PARCEL OF LAND AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 201009300084, RECORDS OF SAID COUNTY (PARCEL P104959);
THENCE NORTH 01°33'02" EAST ALONG SAID EAST LINE A DISTANCE OF 858.13 FEET TO THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 8607180068, RECORDS OF SAID COUNTY (PARCEL P49914);
THENCE NORTH 89°58'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 156.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 475,126 SQUARE FEET, MORE OR LESS.



**DAVID EVANS
AND ASSOCIATES INC.**

14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500

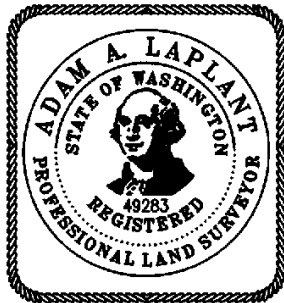
EXHIBIT B
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P49912

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, A 3" BRASS DISK, FOUND IN PLACE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, A 5/8" REBAR WITH SMASHED CAP, IN MONUMENT CASING, FOUND IN PLACE, BEARS NORTH 88°13'49" WEST, 2,653.57 FEET DISTANT;
THENCE NORTH 88°13'49" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 421.86 FEET;
THENCE SOUTH 01°46'11" WEST A DISTANCE OF 342.41 FEET TO THE SOUTHWESTERLY MARGIN OF PRAIRIE ROAD AND THE **POINT OF BEGINNING**;
THENCE SOUTH 67°34'17" WEST A DISTANCE OF 10.00 FEET TO THE TERMINUS OF SAID CENTERLINE, FROM WHICH SAID NORTH QUARTER CORNER BEARS NORTH 79°22'09" WEST, 2,249.43 FEET DISTANT.

SAID STRIP SIDELINES TO TERMINATE AT SAID SOUTHWESTERLY MARGIN.

CONTAINING 201 SQUARE FEET, MORE OR LESS.



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