

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department / Mary Morrison
1660 Park Lane
Burlington, WA 98233

**PUGET SOUND ENERGY**

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/19/2025

EASEMENT**REFERENCE #:**

GRANTOR (Owner): **LA CONNER FLATS PROPERTIES LLC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOTS 14 SP 18-90, BLA AFN 202308230030, (PTN NE31-34N-03E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P22987, P136482, P22984**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LA CONNER FLATS PROPERTIES LLC**, a Washington limited liability company ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in Skagit County, State of Washington:

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 ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

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:

- 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. 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 or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

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 19th day of March, 2025.

OWNER: LA CONNER FLATS PROPERTIES LLC, a Washington limited liability company

By: 

JACK HULBERT

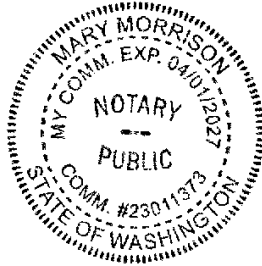
By: 

THOMAS B. HULBERT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 19th day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JACK HULBERT and THOMAS B. HULBERT, to me known to be the person(s) who signed as Members, of LA CONNER FLATS PROPERTIES LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their 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 they were 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)

Mary Morrison
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at Anacortes, WA

My Appointment Expires: 04/01/2027

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

EXHIBIT "A"
EASEMENT AREA

LA CONNER FLATS PROPERTIES, LLC, PARCEL
AFTER BOUNDARY LINE ADJUSTMENT
(SKAGIT COUNTY ASSESSOR'S PARCEL NUMBER P22987, P136482)

THAT PORTION OF LOT 4, SKAGIT COUNTY SHORT PLAT No. 18-90, APPROVED OCTOBER 16, 1990 AND RECORDED NOVEMBER 1, 1990 UNDER SKAGIT COUNTY AUDITOR'S FILE No. 9011010030, BEING A PORTION OF GOVERNMENT LOT 7, GOVERNMENT LOT 8, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OR THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 8, ALSO BEING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 7 ALSO BEING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 7 ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO LA CONNER FLATS PROPERTIES, LLC BY QUIT CLAIM DEED FOR BOUNDARY LINE ADJUSTMENT, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 202306160049;
THENCE SOUTH 89°15'02" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 7 FOR A DISTANCE OF 510.00 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 4, SHORT PLAT No. 18-90;
THENCE SOUTH 1°44'44" EAST, ALONG THE EAST LINE OF SAID LOT 4 PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 7 FOR A DISTANCE OF 48.01 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT No. 18-90;
THENCE SOUTH 89°15'02" WEST ALONG A SOUTH LINE OF SAID LOT 4, SHORT PLAT No. 18-90, COMMON WITH THE NORTH LINES OF LOTS 2 AND 3 OF SAID SHORT PLAT No. 18-90 FOR A DISTANCE OF 169.40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2, SHORT PLAT No. 18-90;
THENCE NORTH 1°44'44" WEST ALONG A WESTERLY LINE OF SAID LOT 4, SHORT PLAT No. 18-90, COMMON WITH THE EAST LINE OF LOT 1 OF SAID SHORT PLAT No. 18-90 FOR A DISTANCE OF 48.01 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1, SHORT PLAT No. 18-90, BEING ON THE NORTH LINE OF SAID GOVERNMENT LOT 7;
THENCE SOUTH 89°15'02" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 7, ALSO BEING THE NORTH LINE OF SAID LOT 1, SHORT PLAT No. 18-90, FOR A DISTANCE OF 147.43 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, SHORT PLAT No. 18-90;
THENCE SOUTH 12°28'45" WEST ALONG THE WESTERLY LINE OF SAID LOT 1, SHORT PLAT No. 18-90; FOR A DISTANCE OF 107.12 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 39°48'28" AN ARC DISTANCE OF 52.11 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTH 155.00 FEET (AS MEASURED PERPENDICULAR TO THE NORTH LINE) OF SAID GOVERNMENT LOT 7;
THENCE SOUTH 89°15'02" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 48.4 FEET, MORE OR LESS, TO THE EASTERLY TOE OF THE DIKE THAT RUNS ALONG THE EASTERLY SIDE OF SULLIVAN'S SLOUGH;
THENCE NORTHERLY ALONG SAID EASTERLY TOE OF THE DIKE TO THE NORTH LINE OF SAID GOVERNMENT LOT 7 ALSO BEING THE SOUTH LINE OF SAID GOVERNMENT LOT 8;
THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY TOE OF THE DIKE TO THE NORTH LINE OF THE SOUTH 525.00 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF SAID GOVERNMENT LOT 8;
THENCE NORTH 89°15'02" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 741.3 FEET, MORE OR LESS, TO THE EAST LINE OF SAID GOVERNMENT LOT 8 AT A POINT BEARING NORTH 1°41'44" WEST FROM THE POINT OF BEGINNING;
THENCE SOUTH 1°41'44" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 525.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT COUNTY ROAD, IF ANY;

AND EXCEPT DIKE RIGHT-OF-WAY.

P22984

LOT 1 SHORT PLAT 18-90, APPROVED OCTOBER 10, 1990, AND RECORDED NOVEMBER 1, 1990 AS AUDITOR FILE No. 9011010030 IN BOOK 9 OF SHORT PLATS, AT PAGES 277 AND 278, BEING A PORTION OF GOVERNMENT LOT 7, SECTION 31, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.