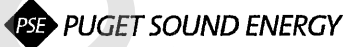


**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Bryan Petri  
P.O. Box 97034 EST-06E  
Bellevue, WA 98009-9734



**201909250117**

09/25/2019 03:10 PM Pages: 1 of 7 Fees: \$109.50  
Skagit County Auditor



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2019-4157  
SEP 25 2019

**EASEMENT**

Amount Paid \$ 56.69  
Skagit Co. Treasurer

REFERENCE # By *ham* Deputy

GRANTOR (Owner): 9029 Chuckanut, LLC  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN OF THE NW 1/4 OF the NW 1/4, SEC 24, TWN 35N, R 3 E W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P34734

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **9029 CHUCKANUT, LLC**, a Washington Limited Liability Company ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the specific 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:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION THAT IS 250 FEET SOUTH 89°55' EAST OF THE EAST RIGHT OF WAY LINE OF THE PACIFIC HIGHWAY;  
THENCE SOUTH 175 FEET;  
THENCE NORTH 89°55' WEST 65 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT SOLD ON CONTRACT TO KENNETH L. KESTER AND FAYE L. KESTER, HUSBAND AND WIFE, BY INSTRUMENT DATED JANUARY 26, 1968 AND RECORDED JANUARY 31, 1968 AS AUDITOR'S FILE NO. 709715;  
THENCE ALONG THE WEST LINE OF SAID KESTER TRACT AS FOLLOWS:  
NORTH 17.61 FEET;  
THENCE NORTH 33°11'22" WEST, A DISTANCE OF 73.07 FEET;  
THENCE NORTH 96.24 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION THAT IS 20 FEET NORTH OF THE NORTHWEST CORNER OF SAID KESTER TRACT;  
THENCE NORTH 89°55' WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE EAST RIGHT OF WAY LINE OF THE PACIFIC HIGHWAY;  
THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT THAT IS NORTH 89°55' WEST OF THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°55' EAST TO THE TRUE POINT OF BEGINNING, EXCEPT THE RIGHT OF WAY FOR COUNTY ROAD, COMMONLY KNOWN AS THE SAM BELL ROAD ALONG THE NORTH LINE THEREOF.  
TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24;  
THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 560.80 FEET;  
THENCE SOUTH 5°00'00" EAST A DISTANCE OF 175.67 FEET;  
THENCE WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 92.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE WEST A DISTANCE OF 68.58 FEET TO THE NORTHEASTERLY MARGIN OF CHUCKANUT DRIVE, ALSO KNOWN AS THE PACIFIC HIGHWAY;  
THENCE SOUTH 33°38'00" EAST ALONG THE NORTHEASTERLY MARGIN OF SAID CHUCKANUT DRIVE A DISTANCE OF 28.04 FEET TO A POINT WHICH BEARS SOUTH 66°15'06" WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 66°15'06" EAST A DISTANCE OF 57.96 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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

**A 20-FOOT WIDE STRIP OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, BEING ALL THAT PORTION OF THAT PROPERTY HEREIN DESCRIBED AS EXHIBIT A, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTH 87°26'56" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 433.33 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 5°44'55" WEST 45.59 FEET TO THE TERMINUS OF SAID CENTERLINE.**

**THE SIDE LINES OF SAID 20-FOOT STRIP ARE TO BE PROLONGED OR SHORTENED TO FIT WITHIN THE CONFINES OF SAID PROPERTY, THE LEGAL DESCRIPTION OF WHICH IS SET FORTH ON PAGE ONE OF THIS EASEMENT.**

**A SKETCH IS ATTACHED AS EXHIBIT A AND BY REFERENCE THERETO IS MADE A PART HEREOF.**

**SITUATED IN SKAGIT COUNTY, WASHINGTON.**

The Easement Area shall not be extended or supplemented without the Owner's written consent reflected in a signed and recorded amendment to this Easement.

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend the existing facilities and electric transmission and distribution lines within the Easement Area. Such systems may include, but are not limited to:

**a. Aboveground Facilities.** Transformer and junction box within the Easement Area

**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, maintain such facilities as it may require for such existing systems. 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. PSE shall compensate Owner for any damage to the Property, and its operations, caused by the exercise of such right of access by PSE.

**2. 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.

**3. 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.

**4. 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.

**5. Owner's Use of Easement Area.** Owner specifically reserves the right to use the Easement Area for any purpose that does not interfere 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 in the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. 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.

**7. 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.

**8. 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.

**9. Hazardous Substances and Waste.** Grantee, and its successors, assigns, and agents, covenant and agree they will not use, store or dispose of any hazardous substances or wastes in or around the Easement Area and further covenant and agree they shall strictly comply with any and all governmental laws, regulations and ordinances regarding the handling, transportation and storage of hazardous substances and hazardous wastes.

**10. Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions in this Easement, protect its interest in any manner arising under this Easement or to recover damages for any breach under this Easement, the non-prevailing party shall pay the prevailing party its costs, damages, and expenses, including, but not limited to attorneys' fees and costs incurred.

**11. Applicable Law.** This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the venue of any suit or proceeding brought with respect to this Easement.

**12. Entire Agreement; Modifications.** This Easement reflects the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement. Neither this Easement nor any provision in this Easement may be waived, modified, amended, discharged or terminated, except by an easement in writing signed by both parties and then, only to the extent set forth in such easement.

DATED this 9<sup>th</sup> day of September, 2019.

OWNER:

9029 CHUCKANUT, LLC

BY: [Signature]  
Douglas Armstrong

ITS: Managing Member

GRANTEE:

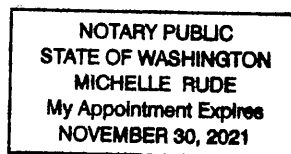
PUGET SOUND ENERGY, INC., a Washington corporation

By: [Signature]  
PSE, its Supervisor MP

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 9 day of September, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas Armstrong, to me known to be the person who signed as the Managing Member of 9029 CHUCKANUT, LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of 9029 CHUCKANUT, LLC for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]  
(Signature of Notary)  
Michelle Rude  
(Print or stamp name of Notary)

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

My Appointment Expires 11/30/2021

**EXHIBIT A - PROPERTY DESCRIPTION**

APN P34734 - 9029 CHUCKANUT LLC

RECITED PER STATUTORY WARRANTY DEED, AFN 201504300152:

**PARCEL A**

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION THAT IS 250 FEET SOUTH 89°55' EAST OF THE EAST RIGHT-OF-WAY LINE OF THE PACIFIC HIGHWAY;  
 THENCE SOUTH 175 FEET;  
 THENCE NORTH 89°55' WEST 65 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT SOLD ON CONTRACT TO KENNETH L. KESTER AND FAYE L. KESTER, HUSBAND AND WIFE, BY INSTRUMENT DATED JANUARY 26, 1968, AND RECORDED JANUARY 31, 1968, AS AUDITOR'S FILE NO. 709715;  
 THENCE ALONG THE WEST LINE OF SAID KESTER TRACT AS FOLLOWS:  
 NORTH 17.61 FEET;  
 THENCE NORTH 33°11'22" WEST, A DISTANCE OF 73.07 FEET;  
 THENCE NORTH 96.24 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION THAT IS 20 FEET NORTH OF THE NORTHWEST CORNER OF SAID KESTER TRACT;  
 THENCE NORTH 89°55' WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE EAST RIGHT-OF-WAY LINE OF THE PACIFIC HIGHWAY;  
 THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT THAT IS NORTH 89°55' WEST OF THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 89°55' EAST TO THE TRUE POINT OF BEGINNING.

EXCEPT THE RIGHT-OF-WAY FOR COUNTY ROAD, COMMONLY KNOWN AS THE SAM BELL ROAD ALONG THE NORTH LINE THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL B**

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

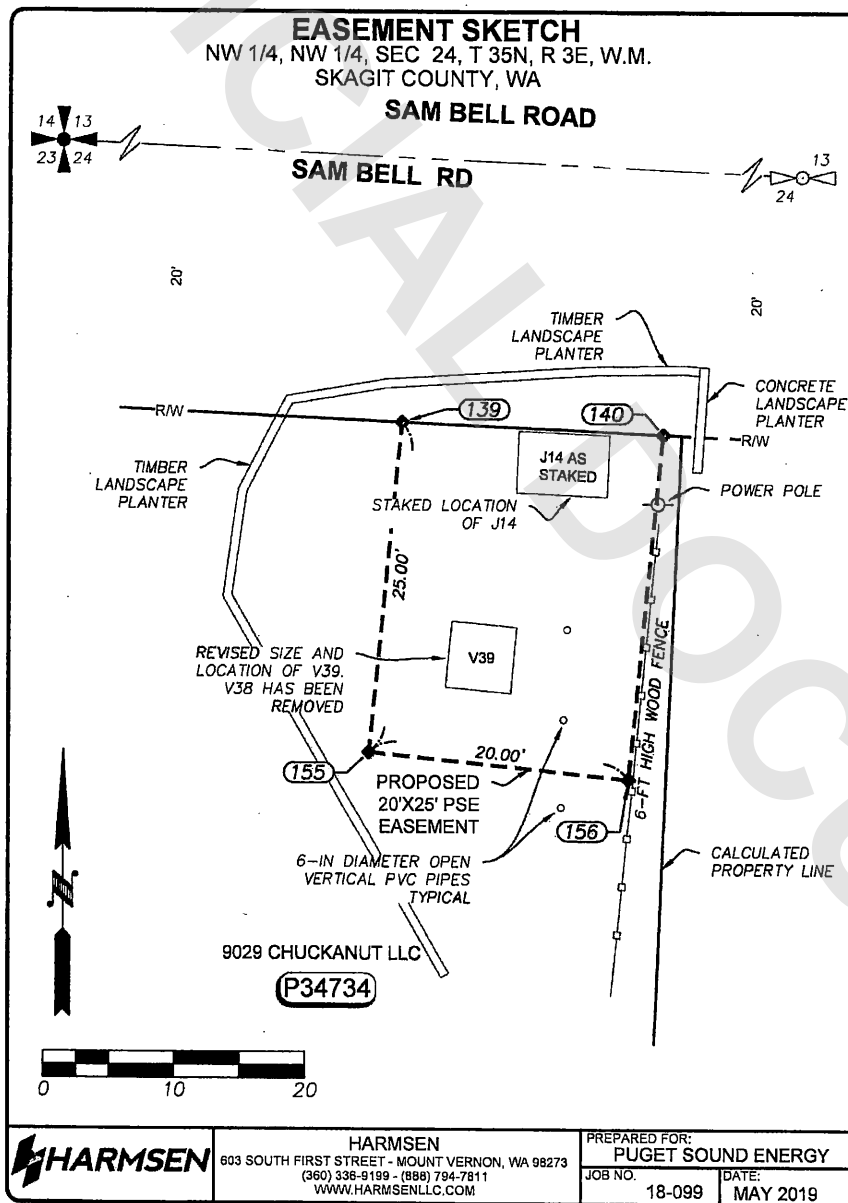
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24;  
 THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 560.80 FEET;  
 THENCE SOUTH 5°00'00" EAST A DISTANCE OF 175.67 FEET;  
 THENCE WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 92.32 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUE WEST A DISTANCE OF 68.58 FEET TO THE NORTHEASTERLY MARGIN OF CHUCKANUT DRIVE, ALSO KNOWN AS THE PACIFIC HIGHWAY;  
 THENCE SOUTH 33°38'00" EAST ALONG THE NORTHEASTERLY MARGIN OF SAID CHUCKANUT DRIVE A DISTANCE OF 28.04 FEET TO A POINT WHICH BEARS SOUTH 66°15'06" WEST FROM THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 66°15'06" EAST A DISTANCE OF 57.96 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



**HARMSSEN**  
 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273  
 (360) 336-9199 - (888) 794-7811  
 WWW.HARMSSEN.LLC.COM

PREPARED FOR:  
**PUGET SOUND ENERGY**  
 JOB NO. 18-099 DATE: MAY 2019



**EXHIBIT B - EASEMENT DESCRIPTION**

APN P34734  
9029 CHUCKANUT LLC

A 20-FOOT WIDE STRIP OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, BEING ALL THAT PORTION OF THAT PROPERTY HEREIN DESCRIBED AS EXHIBIT A, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24;  
THENCE SOUTH 87°26'56" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 433.33 FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;  
THENCE SOUTH 5°44'55" WEST 45.59 FEET TO THE **TERMINUS** OF SAID CENTERLINE.

THE SIDE LINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO FIT WITHIN THE CONFINES OF SAID PARCEL DESCRIBED IN EXHIBIT A.

A SKETCH IS ATTACHED AS EXHIBIT C AND BY REFERENCE THERETO IS MADE A PART HEREOF.

SITUATED IN SKAGIT COUNTY, WASHINGTON.



HARMSEN  
603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273  
(360) 336-9199 - (888) 794-7811  
WWW.HARMSENLLC.COM

PREPARED FOR:	
PUGET SOUND ENERGY	
JOB NO.	DATE:
18-099	MAY 2019

### EXHIBIT C - EASEMENT SKETCH

NW 1/4, NW 1/4, SEC 24, T 35N, R 3E, W.M.  
SKAGIT COUNTY, WA

