

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right-of-Way
1660 Park Lane
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 10/13/2020

**EASEMENT**

GNW M 10379

REFERENCE #:

GRANTOR (Owner): DICK VANDER KOOY AND OLGA VANDER KOOY
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW ¼, NW ¼, SEC 36, T34N, R03E
ASSESSOR'S PROPERTY TAX PARCEL: P23189

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DICK VANDER KOOY and OLGA VANDER KOOY**, husband and wife, ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the 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:

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: 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 purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

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. 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.

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. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or

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create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. 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.

6. 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.

7. 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.

DATED this 9th day of October, 2020.

OWNER:

By: Dick Vander Kooy
DICK VANDER KOOY

By: Olga Vander Kooy
OLGA VANDER KOOY

STATE OF WASHINGTON)
COUNTY OF Skiagit) SS

On this 9th day of October, 2020 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DICK VANDER KOOY and OLGA VANDER KOOY, to me known to be the individuals 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.

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



Heather Kuchera
(Signature of Notary)
Heather Kuchera
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Sedro Woolley
My Appointment Expires: March 4, 2024

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

P23189:

THE NORTH 871.2 FEET OF THE WEST 60 RODS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.,

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING ON THE EAST LINE OF THE COUNTY ROAD ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 871.2 FEET SOUTH OF THE SOUTH LINE OF SAID ROAD ALONG THE NORTH LINE OF SAID SECTION; THENCE EAST 200 FEET; THENCE NORTHERLY 512 FEET TO A POINT 195 FEET EAST OF THE EAST LINE OF THE COUNTY ROAD; THENCE WESTERLY 195 FEET; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ROAD TO THE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE OF SAID SECTION 35, SAID POINT BEING 871.2 FEET SOUTH OF THE SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID SECTION 35; THENCE NORTH 1-42-37 EAST ALONG SAID EAST LINE OF THE COUNTY ROAD, 18 FEET TO THE INTERSECTION OF SAID EAST LINE AND AN EXISTING FENCE LINE RUNNING EAST AND WEST; THENCE SOUTH 89-55-25 EAST ALONG SAID FENCE, 170.84 FEET; THENCE CONTINUING ALONG SAID FENCE AND SAID FENCE EXTENDED SOUTH 86-03-21 EAST, 826.12 TO THE INTERSECTION OF SAID FENCE WITH THE WEST LINE OF THE EAST 10 ACRES OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0-40-40 WEST ALONG SAID WEST LINE OF THE EAST 10 ACRES, 10.58 FEET; THENCE NORTH 88-27-35 WEST, 997.14 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 200 FEET OF THE ABOVE DESCRIBED PORTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.