

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



EASEMENT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie L Bear
DATE 09/08/2021

REFERENCE #:
GRANTOR (Owner): **CONSTANCE S. WEECH, MATTHEW B. WEECH,
JAMES MCNAUGHTAN AND LOIS MCNAUGHTAN, H&W**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN SW ¼, NE ¼, SEC 01, T35N, R04E**
ASSESSOR'S PROPERTY TAX PARCEL: **P35511 (350401-2-004-0006)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CONSTANCE S. WEECH, a single person, an undivided 25% interest, MATTHEW B. WEECH, a single person, an undivided 25% interest, JAMES MCNAUGHTAN and LOIS MCNAUGHTAN, H&W an undivided 50% interest**, ("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:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING EAST OF THE WEST 990 FEET THEREOF;

THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING SOUTH OF THE HOOGDAL ROAD RIGHT OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 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 8 day of August, 2021.

OWNER:

By:


CONSTANCE S. WEECH

By:


MATTHEW B. WEECH

By:


JAMES MCNAUGHTAN

By:


LOIS MCNAUGHTAN, H&W


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 8th
day of August, 2021, by James
McNaughtan, Lois McNaughtan
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 8-8-2021 before me, Donna M. Turner, Notary Public
(insert name and title of the officer)

personally appeared James McNaughtan, Lois McNaughtan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 24th day of Aug., 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CONSTANCE S. WEECH**, 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.

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



Notary seal and all notations must be inside 1" margins

Sherlynn Wiscombe
(Signature of Notary)
Sherlynn Wiscombe
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Sedro Woolley WA
My Appointment Expires: 05-02-2022

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 24th day of Aug, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MATTHEW B. WEECH**, 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.

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



Notary seal and all notations must be inside 1" margins

Sherlynn Wiscombe
(Signature of Notary)
Sherlynn Wiscombe
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Sedro Woolley WA
My Appointment Expires: 05-02-2022