

RETURN ADDRESS:

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



REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/17/2022

EASEMENT

REFERENCE #: N/A
GRANTOR (Owner): MILDRED LESLIE
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn GL 4 NW 1/4, SE25-33N-04E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P112847 (330425-0-025-0109)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MILDRED LESLIE**, as her separate estate ("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:

ONE (1) EASEMENT AREA TEN (10) FEET IN WIDTH WITH FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY BOUNDARY OF STATE ROUTE 9 AND ELECTRIC TRANSFORMER AS CONSTRUCTED OR TO BE CONSTRUCTED;

THENCE WEST AND GENERALLY AT RIGHT ANGLES TO SAID RIGHT OF WAY BOUNDARY, A DISTANCE OF TEN (10) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional underground facilities as it may require for such systems.

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 are limited to:

Underground facilities. Conduits, lines, cables, vaults and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads.

PSE shall notify Owner at least seventy-two hours (72) prior to any non-emergency work within the Easement Area.

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 *only* have the right to cut, remove and dispose of brush, trees and vegetation within the Easement Area.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 10 day of March, 2022

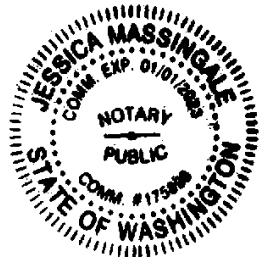
OWNER:

By: Carrall A Leslie
**C. Aaron Leslie as Attorney in Fact for
MILDRED LESLIE**

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 10 day of March, 2022, before me, the undersigned, a notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. Aaron Leslie, to me known to be the individual who executed the within and foregoing instrument as **Attorney In Fact MILDRED LESLIE** and acknowledged that he signed and sealed the said instrument as such **Attorney In Fact** for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that **MILDRED LESLIE** is now living and not under disability. The effectiveness of the Power of Attorney is not affected by disability or incompetence of said principal.

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



Jessica Massingale
(Signature of Notary)
Jessica Massingale
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Mt. Vernon, WA

My Appointment Expires: Jan 1, 2023

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

DATED this 16th day of March, 2022

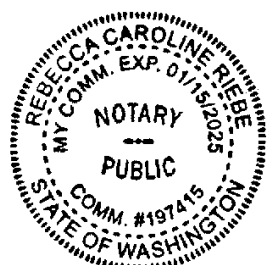
PUGET SOUND ENERGY, INC.:

By: *Darby Broyles*
Darby Broyles, Supervisor Real Estate

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 16th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Darby Broyles**, to me known to be the person who signed as **Supervisor Real Estate**, of **Puget Sound Energy, Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of **Puget Sound Energy, Inc.**, for the uses and purposes therein mentioned; and on oath stated that she is authorized to execute the said instrument on behalf of said **Puget Sound Energy, Inc.**

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



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

ROR
(Signature of Notary)

Rebecca Caroline Riebe
(Print or stamp name of Notary)

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

My Appointment Expires: 1/15/25

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL B

ALL OF THE BELOW-DESCRIBED PARCEL Y BEING LOCATED IN GOVERNMENT LOT 4 IN SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE BELOW PARCEL Y SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE COUNTY ROAD;
THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL Y FOR A DISTANCE OF 213.73 FEET;
THENCE NORTH PARALLEL WITH THE CENTER LINE OF THE SECTION FOR A DISTANCE OF 197 FEET;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID PARCEL Y FOR A DISTANCE OF 213 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE COUNTY ROAD;
THENCE SOUTHERLY ALONG SAID ROAD TO THE POINT OF BEGINNING.

PARCEL Y

BEGINNING AT A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 4, THAT IS 212 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;
THENCE SOUTH ALONG SAID WEST LINE 424 FEET;
THENCE EAST 553.73 FEET, MORE OR LESS, TO THE COUNTY ROAD;
THENCE NORTHERLY ALONG THE COUNTY ROAD TO A POINT 212 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT;
THENCE WEST TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 77 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"

