

**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 09/12/2022



**EASEMENT**

REFERENCE #: N/A  
GRANTOR: OVERLOOK CREST, L.L.C.  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn NE 1/4, & Ptn GL 6, 7 & 8, S36, T34 N, R4E; Ptn SW 1/4 and NW 1/4, and Ptn GL 3 & 4, S31, T34 N, R5E; GL 2 section 31-34 5; & Ptn SW 1/4 & SE 1/4 S30, T34 N, R5E  
ASSESSOR'S TAX #: P29855, P29883, P30527, P30528, P104391, P104392, P29854, P29999, P104162, P30512, P30517, P30514, P30542, P30544, P30526 & P30543

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OVERLOOK CREST, L.L.C., a Washington limited liability company ("Owner"), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") described as follows:

**EASEMENT AREA No. 1:** ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

**EASEMENT AREA No. 2:** AN EASEMENT AREA TEN (10) FEET IN WIDTH, HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY; EXCEPT ANY PORTION GRANTED UNDER EASEMENT AREA No.1.

**EASEMENT AREA No. 3:** ALL AREAS LOCATED WITHIN A FIVE (5) FOOT PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS AS THE SAME ARE NOW CONSTRUCTED, TO BE CONSTRUCTED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY; EXCEPT ANY PORTION GRANTED UNDER EASEMENT AREAS No.1 AND No. 2.

*(This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.)*

**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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

**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.

**Overhead facilities.** Poles; streetlights 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. 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, 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.

**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. 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.

**11. 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.


**12. 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 9<sup>th</sup> day of September, 2022

OWNER:

OVERLOOK CREST, L.L.C., a Washington limited liability company

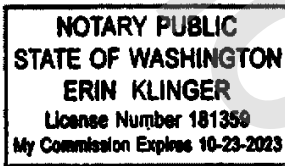
  
By: \_\_\_\_\_  
Robert Janicki, member

  
By: \_\_\_\_\_  
Michael Janicki, member

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 9th day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Janicki, to me known to be the person(s) who signed as member, of OVERLOOK CREST, L.L.C., 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 OVERLOOK CREST, L.L.C., for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said OVERLOOK CREST, L.L.C.

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



Erin Klinger  
(Signature of Notary)  
Erin Klinger  
(Print or stamp name of Notary)

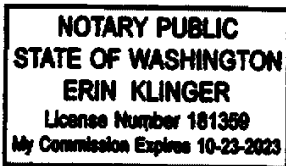
NOTARY PUBLIC in and for the State of Washington, residing at Sedro-Woolley  
My Appointment Expires: 10-23-2023

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 9th day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Janicki, to me known to be the person(s) who signed as member, of OVERLOOK CREST, L.L.C., 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 OVERLOOK CREST, L.L.C., for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said OVERLOOK CREST, L.L.C.

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



Erin Klinger  
(Signature of Notary)  
Erin Klinger  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sedro-Woolley  
My Appointment Expires: 10-23-2023

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

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

Tax Parcel Nos. P29855 & P29883:

**A TRACT OF LAND BEING A PORTION OF GOVERNMENT LOTS 7 AND 8 OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M. DESCRIBED AS FOLLOWS:**

**THAT PORTION OF SAID GOVERNMENT LOTS 7 AND 8 LYING EAST OF THE FOLLOWING DESCRIBED LINE:**

**COMMENCING AT THE SOUTH CORNER COMMON TO SAID SECTIONS 36 AND 31, AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016. THENCE NORTH 02°04'01" EAST, ALONG THE LINE COMMON TO SAID SECTIONS 36 AND 31, 553.16 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 35°51'13" EAST, AND HAVING A RADIUS OF 1010.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.**

**THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°00'54", AN ARC DISTANCE OF 581.98 FEET TO A POINT OF TANGENCY;**

**THENCE NORTH 17°38'01" WEST, 460.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 63°54'22" WEST, AND HAVING A RADIUS OF 1825.00 FEET;**

**THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°26'01", AN ARC DISTANCE OF 236.78 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 56°28'21" EAST, AND HAVING A RADIUS OF 2175.00 FEET;**

**THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°44'35", AN ARC DISTANCE OF 635.58 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 73°12'56" WEST, AND HAVING A RADIUS OF 2325.00 FEET;**

**THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°42'15", AN ARC DISTANCE OF 474.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEARING NORTH 89°13'29" WEST, 1135.11 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 36 AS SHOWN ON SAID RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT ALSO BEING THE POINT OF ENDING FOR THIS DESCRIBED LINE.**

**SITUATED IN SKAGIT COUNTY, WASHINGTON.**

Tax Parcel Nos. P30527, P30528, P104391 & P104392:

**A TRACT OF LAND, DESCRIBED AS FOLLOWS:**

**GOVERNMENT LOTS 3 AND 4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EAST OF W.M.**

**EXCEPT THE SOUTH 330 FEET (20 RODS) OF SAID GOVERNMENT LOT 4.**

**ALSO EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 4 DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTH CORNER COMMON TO SAID SECTIONS 36 AND 31, AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016;**

THENCE NORTH 02°04'01" EAST, ALONG THE LINE COMMON TO SAID SECTIONS 36 AND 31, 330.43 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4;  
 THENCE NORTH 88°56'36" EAST, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4, 200.30 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 02°04'01" EAST, 108.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 23°02'58" EAST, AND HAVING A RADIUS OF 1010.00 FEET;  
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°48'15", AN ARC DISTANCE OF 225.71 FEET TO SAID COMMON LINE TO SECTIONS 36 AND 31;  
 THENCE SOUTH 02°04'01" WEST, ALONG SAID LINE COMMON TO SECTIONS 36 AND 31, 222.73 FEET, TO THE NORTHWEST CORNER OF SAID SOUTH 330 FEET (20 RODS) OF SAID GOVERNMENT LOT 4;  
 THENCE NORTH 88°56'36" EAST, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4, 200.30 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax Parcel Nos. P29854 & P29999:

The Southeast Quarter of the Northeast Quarter and that portion of Government Lot 6, lying East of the Northern Pacific Railway right of way, in Section 36, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT highway right of way.

AND EXCEPT that portion of said property described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 36;  
 Thence South 89°25'43" West along the South line of said Northeast Quarter a distance of 1,208.46 feet to the true point of beginning of this description;  
 Thence North 17°05'32" West, a distance of 930.67 feet;  
 Thence South 74°16'52" West, a distance of 508.04 feet, more or less, to a point on the Easterly right of way line of State Highway 1-A;  
 Thence in a Southerly direction along the Easterly right of way line of State Highway 1-A on a curve to the right to a point on the South line of said Northeast Quarter of said section;  
 Thence North 89°25'43" East along said South line of said Northeast Quarter, a distance of 514.21 feet, more or less, to the true point of beginning.

Situated in Skagit County, Washington.

Tax Parcel Nos. P104162; P30512; P30517; P30514; P30542; P30544; P30526; & P30543:

PARCEL "A":  
 P30544

The Northeast ¼ of the Southwest ¼ of Section 31, Township 34 North, Range 5 East, W.M.,

EXCEPT road rights of way

AND EXCEPT a tract conveyed to Skagit County by deed dated December 8, 1936, and recorded March 9, 1937, in Volume 171 of Deeds, page 345, records of Skagit County, Washington, which is more particularly described as follows:

Beginning at a point being North 18°38'30" West a distance of 1,347.6 feet from the South ¼ corner of said Section 31;  
thence North 0°19' East a distance of 120.0 feet;  
thence North 63°27'30" West a distance of 255.9 feet;  
thence South 0°19' West a distance of 240.0 feet;  
thence North 88°38' East a distance of 230.0 feet, more or less, to a point of beginning (bearings are referred to the South line of the Southwest ¼ of Section 31 as bearing North 87°36'30" East),

ALSO EXCEPT the South ¼ of the Southwest ¼ of the Northeast ¼ of the Southwest ¼,

AND ALSO EXCEPT that portion of the above described property lying Southwest of the County road commonly known as Walker Valley Road conveyed to Clay Imhof by deed dated April 4, 1984, and recorded April 30, 1984, in Volume 558 of Deeds, page 252, under Auditor's File No. 8404300071, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":  
P30514

The Southeast ¼ of the Southwest ¼ of Section 30, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":  
P30526

Government Lot 2 in Section 31, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "D":  
P30542; P30543

The East ½ of the Northwest ¼ of Section 31, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "E":  
P30517

The Northwest ¼ of the Southeast ¼ in Section 30, Township 34 North, Range 5 East, W.M.,

EXCEPT County Road right of way commonly known as the Gunderson Road,

ALSO EXCEPT that portion conveyed to Skagit County for Gunderson Road #0600 by deeds recorded November 18, 1986, under Auditor's File Nos. 8611180004 and 8611180005, records of Skagit County, Washington,

**AND ALSO EXCEPT that portion of said premises lying Northerly of Gunderson Road as conveyed by deeds recorded on October 31, 1988, under Auditor's File Nos. 8810310090 and 8810310091, records of Skagit County, Washington.**

**Situate in the County of Skagit, State of Washington.**

**PARCEL "F":  
P104162; P30512**

**The Northeast ¼ of the Southwest ¼ in Section 30, Township 34 North, Range 5 East, W.M.,**

**EXCEPT County road right of way commonly known as the Gunderson Road,**

**ALSO EXCEPT that portion conveyed to Skagit County for Gunderson Road #0600 by deeds recorded November 18, 1986, under Auditor's File Nos. 8611180004 and 8611180005, records of Skagit County, Washington.**

**AND ALSO EXCEPT that portion of said premises lying Northerly of Gunderson Road as conveyed by deeds recorded on October 31, 1988, under Auditor's File Nos. 8810310090 and 8810310091, records of Skagit County, Washington.**

**Situate in the County of Skagit, State of Washington.**