

RETURN ADDRESS:

Puget Sound Energy, Inc.
Bryan Petri, Major Projects
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2023-6463

May 12 2023

Amount Paid \$31.70
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT

REFERENCE #:	N/A
GRANTOR (Owner):	OVERLOOK CREST, LLC
GRANTEE (PSE):	PUGET SOUND ENERGY, INC.
SHORT LEGAL:	PTN NE ¼ and PTN GOVT LT 6, SEC 36-T34N-R4E, W.M.
ASSESSOR'S TAX #:	P29854 / 340436-0-010-0002

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **OVERLOOK CREST, LLC**, a Washington limited liability company ("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 and depicted as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;

THENCE SOUTHERLY ALONG THE WESTERLY PROPERTY LINE A DISTANCE OF 192 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTHERLY ALONG SAID WESTERLY PROPERTY LINE A DISTANCE OF 10 FEET;

THENCE EASTERLY AT RIGHT ANGLES A DISTANCE OF 15 FEET;

THENCE NORTHERLY PARALLEL TO SAID WESTERLY PROPERTY LINE A DISTANCE OF 10 FEET;

THENCE WESTERLY A DISTANCE OF 15 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

(CONTAINING 150 SQUARE FEET, MORE OR LESS)

SEE ATTACHED "EXHIBIT B" FOR REFERENCE.

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:

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and

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. 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 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.

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.

[Signature to follow next page]

DATED this 19th day of April, 2023

OWNER:

OVERLOOK CREST, LLC
a Washington limited liability company



BY: _____
(NAME)

ITS: Member
(TITLE)

STATE OF WASHINGTON)
COUNTY OF WA) ss

On this 19th day of April, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rob Janicki, to me known to be the individual who executed the within and foregoing instrument as Managing Member, of **OVERLOOK CREST, LLC**, the limited liability company that executed the within foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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



Daisy Ward
(Signature of Notary)

DAISY WARD
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at Bellingham WA
My Appointment Expires: 03.25.2026

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

EXHIBIT A
Property Legal Description
Skagit County Parcel No. P29854

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.

EXHIBIT B
Easement Depiction for Reference

