

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kaylee Oudman  
DATE 11/13/2023



**EASEMENT**

REFERENCE #: N/A  
GRANTOR: **DAVID W. WEITZEL and KAYLE SHULENBERGER**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN GL 2, SE26-36N-02E**  
ASSESSOR'S TAX #: **P123400/ 360226-4-004-0100**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DAVID W. WEITZEL and KAYLE SHULENBERGER, a married couple** ("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:

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

- a. 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.

**b. 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.

**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. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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. .

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 25<sup>th</sup> day of October, 2023.

OWNER:

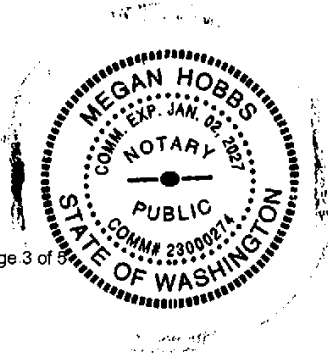
By: David W. Weitzel  
DAVID W. WEITZEL

By: Kayle Shulenberger  
KAYLE SHULENBERGER

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF SKAGIT )

On this 25<sup>th</sup> day of October, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID W. WEITZEL and KAYLE SHULENBERGER, to me known to be the individual(s) 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.



Megan Hobbs  
(Signature of Notary)  
Megan Hobbs  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Skagit

My Appointment Expires: Jan 02, 2027  
Notary seal, text and all notations must be inside 1" margins

**EXHIBIT "A"**  
**(Legal Description)**

**For APN/Parcel ID(s): P123400/ 360226-4-004-0-100**

**Parcel "A":**

That Portion of Government Lot 2 in Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at the South ¼ corner of said Section 26; thence South 89° 44' 30" East, along the South line of Section 26, a distance of 667.05 feet to a nail in the black top marking 1/64 corner; thence North 1° 03' 26" East, along the East line of the West ½ of Government Lot 2, a distance of 441.61 feet to a point 250 feet Southerly of the Southerly line of the H.R. Roney Road No. 295, and 130 feet Southerly of the Southeast corner of that tract conveyed to Roland Richmond Rueb Jr., by deed recorded May 14, 1980 under Auditor's File No. 8005140004, records of Skagit County, Washington, and the true point of beginning; thence continue North along the East line of the West ½ of Government Lot 2, a distance of 100 feet to the Southeast corner of a tract conveyed to David C. Moreland and Eileen K. Smith Moreland, husband and wife, by deed recorded October 22, 1990, under Auditor's File No. 9010220080, records of Skagit County, Washington; thence South 85° 30' 56" West, along said South line of said Moreland tract, a distance of 100.55 feet, more or less, to the Southwest corner of said Moreland tract; thence North 0° 47' 39" East, along the West line of said Moreland tract a distance of 180.00 feet, more or less, to the centerline of vacated H.R. Roney Road No. 295; thence Westerly, along the centerline of vacated H. R. Roney Road No. 295; a distance of 100.00 feet; thence South 0° 47' 39" West a distance of 280.00 feet, more or less, to a point South 85° 30' 56" West, of the true point of beginning; thence North 85° 30' 56" East, a distance of 200.55 feet, more or less, to the true point of beginning.

TOGETHER WITH that portion of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

BEGINNING at the South ¼ corner of said Section 26; thence South 89° 44' 30" East, for a distance of 666.56 feet (called 662.05 feet in previous description), more or less, to the Southeast corner of the West ½ of said Government Lot 2; thence South 1° 03' 44" East, (called North 1° 03' 26" East on previous description) for a distance of 440.76 feet (called 441.61 feet on previous description) to a point 250.00 feet Southerly of the Southerly line of H.R. Roney Road No. 295 and being the Southeast corner of that certain parcel conveyed to Michael T. Johnson and Annette Everlove, husband and wife, by Statutory Warranty deed recorded under Auditor's File No. 200511030023 and being the true point of beginning; thence North 86° 44' 31" West, (called South 85° 30' 56" West, on previous description) along the South line of said Johnson-Everlove parcel for a distance of 198.5 feet (called 200.55 feet on previous description) to the Southwest corner of said Johnson-Everlove parcel; thence South 0° 47' 32" West (called South 0° 47' 39" West on previous description) along the Southerly projection of the West line of said Johnson-Everlove parcel for a distance of 53.55 feet; thence thence South 88° 56' 16" East for a distance of 197.76 feet, more or less, to the East line of said West ½ of Government Lot 2 at a point bearing South 1° 03' 44" West from the true point of beginning thence North 1° 03' 44" East, along said East line for a distance of 45.96 feet, more or less, to the true point of beginning.

Situated in the County of Skagit, State of Washington.

**EXHIBIT "A"**  
**(Legal Description)**  
**continued**

**Parcel "B":**

A 20.00 foot wide non-exclusive mutually beneficial easement for ingress, egress, and utilities over, under and across a portion of Government Lot 2, being 10.00 feet left (West and Northwest) and 10.00 feet right (East and Southeast) of the following described centerline:

**BEGINNING** at the Southeast corner of the West ½ of said Government Lot 2; thence North 89° 44' 30" West, along the South line of said Government Lot 2 for a distance of 184.10 feet to the true point of beginning of said centerline;

thence North 17° 09' 01" West, for a distance of 122.77 feet;

thence North 26° 11' 56" West, for a distance of 129.30 feet;

thence North 4° 27' 44" East, for a distance of 54.46 feet;

thence North 36° 54' 52" East, for a distance of 137.77 feet, more or less, to the Southwest corner of the above described parcel and being the terminus of said centerline.

Except any portion thereof lying within Halloran Road.

Sidelines of the above described easement are to be lengthened or shortened as necessary to conform with property lines of the subject parcels.

Situated in the County of Skagit, State of Washington.