



RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department (CWA)
PO BOX 97034 – BOT-O20
Bellevue, WA 98009

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 05/15/2024

EASEMENT

GRANTOR: **ANDREW WALKER and STACY WALKER**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PORTION OF NW ¼ SEC. 01, TWP. 36N, RGE. 03E; W.M.**
ASSESSOR'S TAX #: **P47502, 360301-0-005-0009**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ANDREW WALKER and STACY WALKER, 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, 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:

See Exhibit "B" attached hereto and by this reference made a part hereof.

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:

- 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.

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. 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 14 day of April, 2024.

OWNER:

By: [Signature]
ANDREW WALKER

STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM

On this 16th day of APRIL, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDREW WALKER, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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.



[Signature]
(Signature of Notary)

MARIA PALILEO
(Print or stamp name of Notary)

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

My Appointment Expires: 2/24/2026

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

EXHIBIT "A"
LEGAL DESCRIPTION
APN: P47502

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 1, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING WESTERLY OF THE ALGER-LAKE SAMISH COUNTY ROAD AND NORTHERLY OF THE FIRST DESCRIBED TRACT CONVEYED TO JAMES R. HITZ AND CAROL ANN HITZ, HUSBAND AND WIFE, BY DEED RECORDED DECEMBER 9, 1980 UNDER AUDITOR'S FILE NO. 8012090011;

EXCEPT AN UNDIVIDED INTEREST IN THE WEST 30 FEET THEREOF AS CONVEYED TO JAMES A. MCNALLY AND BETTY J. MCNALLY, HUSBAND AND WIFE, BY DEED RECORDED FEBRUARY 2, 1970 UNDER AUDITORS' FILE NO. 735515, RECORDS OF SKAGIT COUNTY, WASHINGTON;

AND EXCEPT AN UNDIVIDED INTEREST IN SAID WEST 30 FEET AS CONVEYED TO JAMES R. HITZ, ET UX, BY SAID AUDITOR'S FILE NO. 8012090011, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. PTN GOVT LT. 4, 1-36-3 APN #: P47502 which currently has the address of 37 Appaloosa Lane, Bellingham (Street] (City)

EXHIBIT "B"**LEGAL DESCRIPTION - UTILITY EASEMENT FOR POLE 15/3**

A strip of land, 10.00 feet in width, over portions of the southwest quarter of the southwest quarter of Section 36, Township 37 North, Range 3 East, W.M. in Whatcom County, Washington, and the northwest quarter of the northwest quarter of Section 1, Township 36 North, Range 3 East, W.M. in Skagit County, Washington, having 5.00 feet on each side of the following described centerline:

COMMENCING at the southwest corner of said Section 36 east of the east Right of Way margin of Appaloosa Lane to the south;
Thence S 88°31'04" E, along the south line thereof, 19.46 feet;
Thence N 01°28'56" E 12.72 feet to a point on the south Right of Way Margin of Summerland Road and the **POINT OF BEGINNING**;
Thence S 13°44'59" W, along the alignment between Power Pole 15/3 and the guy anchor to the southwest, 13.01 feet to the common line of said Sections;
Thence continuing S 13°44'59" W 31.99 feet to the **TERMINUS** of said centerline.

The sidelines of the above-described strip of land shall be lengthened or shortened, as required, to intersect at all interior and exterior angles, and the south Right of Way margin of said road.



Harmsen, LLC
Land Surveying, Planning, Civil Engineering, & Wetland Studies
603 South 1st Street
Mount Vernon, WA 98273
Tele: (360) 794-7811
www.harmsenllc.com

P:\Work\Projects\2023\23-379 PSE-Barleen Rd & Lk Sanish Rd\LS\15-3\GUY ANCHOR EASEMENT LEGAL.docx

