

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 03/26/2024

**EASEMENT**

REFERENCE #: N/A
GRANTOR: RICHARD SPINK
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN W 1,030' SW SW08-36N-04E
ASSESSOR'S TAX #: P49117, P49110

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RICHARD SPINK, an unmarried person** ("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:

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. 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 25 day of MARCH, 2024.

OWNER:

By: [Signature]
RICHARD SPINK

STATE OF WASHINGTON)
COUNTY OF Skaagit) SS

On this 25th day of March, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD SPINK, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

NOTARY PUBLIC
STATE OF WASHINGTON
DEANNA BABINGTON
Lic. No. 22016530
My Appointment Expires
APRIL 22, 2026

[Signature]
(Signature of Notary)

Deanna Babington
(Print or stamp name of Notary)

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

My Appointment Expires: 4.22.2026

EXHIBIT "A"
(Legal Description)

EXHIBIT A

SPINK PARCEL P49117 (Source: QCD BLA AFN 202310110015)

THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY OF THE NEW COUNTY ROAD KNOWN AS THE ALGER-CAIN LAKE ROAD, AND NORTHERLY OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY RIGHT-OF-WAY (NOW ABANDONED),

EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED TRACTS:

1) BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;

THENCE NORTHEASTERLY ALONG ROAD TO ITS INTERSECTION WITH BLOEDEL DONOVAN LUMBER MILLS COAL BUNKER SPUR;

THENCE SOUTHERLY ALONG SPUR TO NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO R.E. DAVES BY DEED DATED SEPTEMBER 2, 1916, AND RECORDED SEPTEMBER 16, 1916, UNDER AUDITOR'S FILE NO. 115127;

THENCE WEST PARALLEL WITH SOUTH LINE OF SECTION A DISTANCE OF 1,000 FEET;

THENCE NORTH TO COUNTY ROAD;

THENCE NORTHEASTERLY ALONG COUNTY ROAD TO BEGINNING.

2) BEGINNING AT A POINT ON THE NORTHERLY EDGE OF THE RIGHT-OF-WAY OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY, 238 FEET NORTH AND 600 FEET EAST OF THE SOUTHWEST SECTION CORNER OF SAID SECTION 8, (BEING THE CORNER OF SECTIONS 7, 8, 17 AND 18);

THENCE NORTH 500 FEET TO A POINT;

THENCE EAST 1,000 FEET TO A POINT 20 FEET WEST OF THE CENTERLINE OF THE ROAD KNOWN AS THE PALMER LAKE SPUR;

THENCE SOUTHWESTERLY ALONG A LINE 20 FEET DISTANCE FROM, PARALLEL TO, AND ON THE WESTERLY SIDE OF THE CENTERLINE OF SAID SPUR, 225 FEET TO INTERSECTION WITH THE RIGHT-OF-WAY OF BLOEDEL DONOVAN LUMBER MILLS RAILWAY;

THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID RIGHT-OF-WAY AT A DISTANCE OF 50 FEET FROM THE CENTERLINE OF SAID RAILWAY 1,078 FEET TO THE POINT OF BEGINNING;

3) BEGINNING AT THE SECTION CORNER OF SECTIONS 7, 8, 17 AND 18, SAME BEING THE SOUTHWEST SECTION CORNER OF SECTION 8;

THENCE RUNNING NORTH 33°56'30" EAST, 1,122.7 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 4°04' EAST 277.5 FEET TO A POINT;

THENCE NORTH 50°08'30" EAST, 519.6 FEET TO A POINT;

THENCE SOUTH 4°03' WEST 317.1 FEET TO A POINT;

THENCE SOUTH 45°33' WEST, 565.1 FEET TO A POINT;

THENCE NORTH 4°03' EAST 102.4 FEET TO THE TRUE POINT OF BEGINNING, SAME BEING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

TOGETHER WITH THAT PORTION, IF ANY, OF THE VACATED ALGER-CAIN LAKE ROAD No. 254, WHICH REVERTED TO SAID PROPERTY BY OPERATION OF LAW.

ALSO TOGETHER WITH THAT PORTION OF THE WEST 1,030 FEET (AS MEASURED ALONG THE SOUTH LINE) OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY OF THE NORTHERN RIGHT-OF-WAY MARGIN OF THE BLOEDEL-DONOVAN LUMBER MILLS RAILROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (SOUTHWEST SECTION CORNER);
 THENCE SOUTH 87°48'32" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 600.82 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 600 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID SECTION 8 AND BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 19°39'20" WEST FOR A DISTANCE OF 289.53 FEET, MORE OR LESS, TO SAID NORTHERLY RIGHT-OF-WAY MARGIN OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY;
 THENCE SOUTH 70°12'00" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 100.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO RICHARD SPINK BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202009160020;
 THENCE CONTINUE SOUTH 70°12'00" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 232.88 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 523.69 FEET, THROUGH A CENTRAL ANGLE OF 24°19'17", AN ARC DISTANCE OF 222.30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO KEANEEN G. INCE AND VALERIE JACOBSEN, HUSBAND AND WIFE, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202108200113;
 THENCE SOUTH 2°11'28" WEST ALONG THE WESTERLY LINE OF SAID INCE/JACOBSON PARCEL FOR A DISTANCE OF 147.09 FEET, MORE OR LESS, TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A POINT BEARING SOUTH 87°48'32" EAST OF THE TRUE POINT OF BEGINNING;
 THENCE NORTH 87°48'32" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 429.18 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SPINK PARCEL P49110

PARCEL "A":

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8;
 THENCE SOUTH 87°48'22" EAST, ALONG THE SOUTH LINE OF SAID SECTION 8, 600.82 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 600 FEET OF SAID SECTION 8;
 THENCE NORTH 0°47'30" WEST, ALONG SAID EAST LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 8, 238.81 FEET TO AN INTERSECTION WITH THE NORTHERLY MARGIN OF THE B.D.L.M RAILWAY RIGHT OF WAY AND THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY INSTRUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 689013, SAID INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 4°02'51" EAST, ALONG THE WEST LINE OF SAID TRACT 219.10 FEET;
 THENCE SOUTH 83°36'34" EAST 385.09 FEET;
 THENCE NORTH 84°47'19" EAST 435.35 FEET;
 THENCE NORTH 65°09'31" EAST 189.35 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF THE BLOEDEL DONOVAN LUMBER MILLS COAL BUNKER SPUR;
 THENCE SOUTH 12°38'26" WEST ALONG SAID WESTERLY MARGIN 32.34 FEET TO AN INTERSECTION WITH SAID NORTHERLY MARGIN OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY RIGHT OF WAY;
 THENCE WESTERLY ALONG SAID NORTHERLY MARGIN, 1142.97 FEET TO THE TRUE POINT OF BEGINNING.
 SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8;
THENCE SOUTH 87°48'22" EAST, ALONG THE SOUTH LINE OF SAID SECTION 8, 600.82 FEET TO AN INTERSECTION
WITH THE EAST LINE OF THE WEST 600 FEET OF SAID SECTION 8;
THENCE NORTH 0°47'30" WEST, ALONG SAID EAST LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 8,
238.81 FEET TO AN INTERSECTION WITH THE NORTHERLY MARGIN OF THE B.D.L.M. RAILWAY RIGHT OF WAY AND
THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY INSTRUMENT RECORDED UNDER
SKAGIT COUNTY AUDITOR'S FILE NO. 689013, SAID INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 4°02'51" EAST, ALONG THE WEST LINE OF SAID TRACT, 608.07 FEET TO AN INTERSECTION WITH
THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO STATE OF WASHINGTON BY
INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 228838;
THENCE NORTH 46°37'00" EAST, ALONG SAID SOUTHEASTERLY LINE (CALLED NORTH 45°33'00" EAST IN SAID
INSTRUMENT), 558.17 FEET TO THE SOUTHEAST CORNER OF SAID STATE TRACT;
THENCE NORTH 5°07'00" EAST ALONG THE EASTERLY LINE OF SAID STATE TRACT (CALLED NORTH 4°03' EAST IN
SAID STATE INSTRUMENT), 221.35 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY MARGIN OF THE ALGER-
CAIN LAKE ROAD AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES DATED BY DEED MAY 12, 1953, AND
RECORDED JUNE 25, 1953, UNDER AUDITOR'S FILE NO. 489888;
THENCE NORTH 59°39'03" EAST ALONG SAID SOUTHEASTERLY MARGIN (CALLED NORTH 58°36' EAST ON SKAGIT
COUNTY ROAD PLAN), 60.00 FEET;
THENCE SOUTH 30°20'57" EAST 36.91 FEET;
THENCE SOUTH 7°42'21" WEST 250.24 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 60
FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY LINE OF THE STATE OF
WASHINGTON TRACT; THENCE SOUTH 46°37'00" WEST ALONG SAID PARALLEL LINE 555.99 FEET TO AN
INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 60 FEET EAST AS MEASURED AT RIGHT ANGLES FROM
SAID WEST LINE OF TRACT CONVEYED UNDER AUDITOR'S FILE NO. 689013;
THENCE SOUTH 4°02'51" WEST ALONG SAID PARALLEL LINE, 344.03 FEET;
THENCE SOUTH 83°36'34" EAST 323.58 FEET;
THENCE NORTH 84°47'19" EAST 428.76 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "Y";
THENCE NORTH 65°09'31" EAST 203.61 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF THE
BLOEDEL DONOVAN LUMBER MILLS COAL BUNKER SPUR;
THENCE SOUTH 12°38'26" WEST ALONG SAID WESTERLY MARGIN, 62.58 FEET TO AN INTERSECTION WITH SAID
NORTHERLY MARGIN OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY RIGHT OF WAY;
THENCE SOUTH 46°15'00" WEST ALONG SAID NORTHERLY MARGIN 31.89 FEET;
THENCE SOUTH 65°09'31" WEST 145.73 FEET TO A POINT WHICH IS SOUTH 15°01'35" EAST, 60.89 FEET FROM
BEFORE MENTIONED POINT "Y";
THENCE SOUTH 84°47'19" WEST 445.24 FEET;
THENCE NORTH 83°36'34" WEST 357.25 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 30
FEET EAST AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE OF TRACT CONVEYED UNDER AUDITOR'S FILE
NO. 689013; THENCE SOUTH 4°02'51" WEST ALONG SAID PARALLEL LINE, 190.31 FEET TO AN INTERSECTION
WITH SAID NORTHERLY MARGIN OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY RIGHT OF WAY;
THENCE NORTH 70°12'00" WEST ALONG SAID NORTHERLY MARGIN 31.17 FEET TO THE TRUE POINT OF
BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.