

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20240051

Mar 28 2024

Amount Paid \$13.00
Skagit County Treasurer
By Kaylee Oudman Deputy



EASEMENT

REFERENCE #: N/A
GRANTOR: CHARLES BULFINCH & JONI LYN BULFINCH
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NE ¼ NW ¼, S9-T34N-R2E, W.M.
ASSESSOR'S TAX #: P20232 (340209-2-002-0003)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CHARLES BULFINCH and JONI LYN BULFINCH**, husband and wife, ("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.

A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.

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.

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.

DATED this 22 day of March, 2024

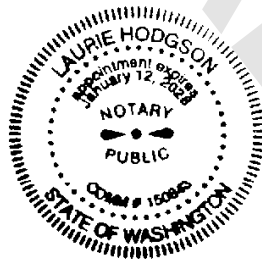
OWNER:

Charles Bulfinch
CHARLES BULFINCH

STATE OF Washington)
) ss
COUNTY OF Snohomish)

On this 22 day of March, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Charles Bulfinch**, to me known to be the individual 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.

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



Laurie Hodgson
(Signature of Notary)
Laurie Hodgson
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My Appointment Expires: 01-12-2028

Notary seal, text and all notations must not be placed within 1" margins

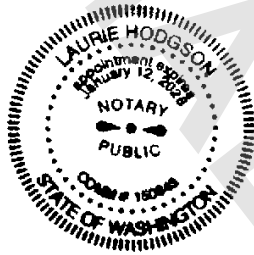
OWNER:

Joni Lyn Bulfinch
JONI LYN BULFINCH

STATE OF Washington)
COUNTY OF Skiagit) ss

On this 22 day of March, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Joni Lyn Bulfinch**, to me known to be the individual 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.

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



Laurie Hodgson

(Signature of Notary)
Laurie Hodgson

(Print or stamp name of Notary)
NOTARY, PUBLIC in and for the State of
Washington, residing at Aracortes
My Appointment Expires: 01-12-2028

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY PARCEL P20232**

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9,
TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

EXCEPT THE NORTH 318 FEET THEREOF;
AND EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P20232

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, A PUNCH IN 3" BRASS DISK IN MONUMENT CASING, FOUND IN PLACE:
THENCE NORTH 88°54'14" WEST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1,317.87 FEET TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 01°06'49" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 607.50 FEET;
THENCE SOUTH 88°53'11" EAST A DISTANCE OF 20.00 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF SATTERLEE ROAD AND THE POINT OF BEGINNING;
THENCE SOUTH 88°53'11" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 01°06'49" WEST ALONG A LINE 10.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY MARGIN A DISTANCE OF 28.80 FEET TO THE NORTHERLY LINE OF A TRANSMISSION AND/OR DISTRIBUTION EASEMENT RECORDED UNDER AUDITORS FILE NUMBER 615234, RECORDS OF SAID COUNTY;
THENCE NORTH 88°55'21" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 10.00 FEET TO SAID EASTERLY MARGIN;
THENCE NORTH 01°06'49" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 28.81 FEET TO THE POINT OF BEGINNING;

CONTAINING 288 SQUARE FEET, MORE OR LESS



