

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department / Mary Morrison
1660 Park Lane
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 07/24/2025

**EASEMENT**

REFERENCE #:
GRANTOR (Owner): **MURRAY**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GL 3 NW SW30-35N-03E**
ASSESSOR'S PROPERTY TAX PARCEL: **P34989/350330-0-011-0007**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JOEL B. MURRAY and JENNIFER R. MURRAY, a married couple** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in Skagit County, State of 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 as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

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.

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. 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 or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

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. Invalidity 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 23rd day of July, 2025.

OWNER:

By: [Signature]
JOEL B. MURRAY

By: [Signature]
JENNIFER R. MURRAY

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

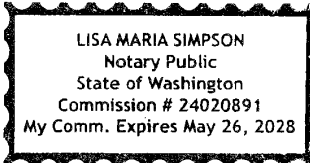
On this 23rd day of July, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOEL B. MURRAY** and **JENNIFER R. MURRAY**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they 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.

[Signature]
(Signature of Notary)

Lisa Simpson
(Print or stamp name of Notary)

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

My Appointment Expires: May 26, 2028



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

EXHIBIT "A"
LEGAL DESCRIPTION
APN: P34989/350330-0-011-0007

THAT PORTION OF GOVERNMENT LOT 3 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3;

THENCE EAST TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4;

THENCE NORTH 190 FEET;

THENCE WEST TO THE MEANDER LINE OF PADILLA BAY;

THENCE SOUTHERLY ALONG SAID MEANDER LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF AN EXISTING FENCE RUNNING NORTH FROM A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3 WHICH IS APPROXIMATELY 200 FEET EAST OF THE EASTERLY LINE OF THE COUNTY ROAD, RUNNING IN A GENERALLY NORTHERLY AND SOUTHERLY DIRECTION THROUGH SAID SUBDIVISION.

TOGETHER WITH THE SOUTH 24 FEET OF THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 30, TOWNSHIP 35 NORTH RANGE 3 EAST, W.M., LYING WESTERLY OF SAID FENCE LINE AND THE EASTERLY LINE OF THE COUNTY ROAD.

ALSO TOGETHER WITH THAT PORTION OF THE FOLLOWING DESCRIBED TRACTS, LYING NORTH OF THE EXISTING FENCE LINE MARKING THE NORTH LINE OF PROPERTY ACQUIRED BY CARL O. ROSSUM ET UX, BY DEED RECORDED SEPTEMBER 15, 1944, UNDER AUDITOR'S FILE No. 3 74462, VOLUME 195 OF DEEDS, PAGE 498. A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30;

THENCE NORTH 89°40'20" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 646.88 FEET;

THENCE NORTH 0°07'20" EAST A DISTANCE OF 1,332.10 FEET TO THE NORTH LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 655.47 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 0°29'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 25.00 FEET;

THENCE NORTH 89°58'24" WEST A DISTANCE OF 655.30 FEET;

THENCE NORTH 0°07'20" EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30;

THENCE NORTH 89°40'20" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 646.88 FEET;

THENCE NORTH 0°27'20" EAST A DISTANCE OF 1,332.10 FEET TO THE NORTH LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°07'20" WEST A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°49'52" WEST A DISTANCE OF 582.69 FEET;

THENCE NORTH 0°07'90" EAST A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SUBDIVISION AT A POINT WHICH LIES SOUTH 89°32'10" EAST A DISTANCE OF 103 FEET FROM THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 89°32'20" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 582.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EAST 5 ACRES THEREOF.