

**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 08/12/2025

**EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **THOE**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **SW SE22-36N-03E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P48082/ 360322-4-003-0008**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SHANE E. THOE and LISA R. THOE, husband and wife ("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:

**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 12<sup>th</sup> day of August, 2025

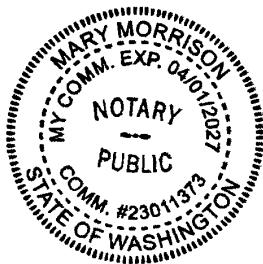
OWNER:

By:   
SHANE E. THOE

By:   
LISA R. THOE

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF SKAGIT )

On this 12th day of August, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SHANE E. THOE** and **LISA R. THOE**, 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.



  
(Signature of Notary)  
Mary Morrison  
(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of Washington, residing  
at Anacortes, WA

My Appointment Expires: 04/01/2027

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
APN: P48082/

That portion of the Southwest Quarter of the Southeast Quarter of Section 22, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter (center of Section 22); thence South 89°34'13" East, 1,331.33 feet along the North line of said Northwest Quarter of the Southeast Quarter to the Northeast corner thereof; thence South 0°35'25" East, 1,307.05 feet along the East line of said Northwest Quarter of the Southeast Quarter to the Southeast corner thereof; thence continue South 0°35'25" East along the East line of the Southwest Quarter of the Southeast Quarter, 237.80 feet to the true point of beginning; thence continue along said East line South 0°35'25" East, 1,069.26 feet to the Southeast corner thereof, also being the Southeast corner of Lot 2, Skagit County Short Plat No. 97-0069, recorded under Skagit County Auditor's File No. 200002040101; thence North 45°36'36" West, along a line running from the Southeast corner of said Southwest Quarter of the Southeast Quarter to the Northwest corner of said Southwest Quarter of the Southeast Quarter, also being the Northeasterly line of said Lot 2, 1,097.44 feet; thence North 13°13'24" West, 297.76 feet; thence North 50°59'03" West, 185.93 feet; thence North 45°36'24" East, 60.40 feet; thence South 50°59'03" East, 222.57 feet to a point bearing North 89°26'15" West from the true point of beginning; thence South 89°26'15" East, 769.73 feet, more or less, to the true point of beginning.

SUBJECT TO and TOGETHER WITH that certain 60.00 foot easement for ingress, egress and utilities over, under and across a portion of the Northwest Quarter of the Southeast Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 22, Township 36 North, Range 3 East, W.M., recorded under Skagit County Auditor's File No. 9809020069, said easement being 30.00 feet right and 30.00 feet left of the following described centerline:

Beginning at the Southwest corner of the Southeast Quarter of said Section 22 (South Quarter corner); thence North 0°25'37" West 1,303.90 feet along the West line of said Southeast Quarter of the Southwest Quarter to the Southwest corner of said Northwest Quarter of the Southeast Quarter of Section 22; thence North 45°36'24" East 248.72 feet to a point hereafter referred to as Point "X" to the true point of beginning of said centerline on a line from said Southwest corner of the Northwest Quarter of the Southeast Quarter to the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence North 19°09'39" West 8.36 feet; thence North 29°22'51" West 213.33 feet; thence North 40°28'05" West 218.24 feet; thence North 34°00'24" West 232.82 feet; thence North 56°13'26" West 70.68 feet; thence North 73°49'42" West 267.96 feet; thence North 61°15'34" West 48.63 feet; thence North 27°37'35" West 41 feet, more or less, to the Southeasterly line of that certain parcel described in Quit Claim Deed to David Allan, recorded under Skagit County Auditor's File No. 9702050058 and being the terminus of said centerline.

AND ALSO TOGETHER WITH a 60.00 foot wide non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across portions of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of said Section 22, Township 36 North, Range 3 East, W.M., being 30.00 feet right and 30.00 feet left of the following described centerline:

Beginning at the aforementioned Point "X"; thence South 26°31'01" East, 167.10 feet; thence South 37°49'33" East 173.45 feet; thence South 50°59'03" East, 300.00 feet, being the terminus of said centerline.

Situate in the County of Skagit, State of Washington.