

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Right-of-Way
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20260449
Feb 19 2026
Amount Paid \$51.39
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT

REFERENCE: N/A
GRANTOR (Owner): **GERALD E. NELSON & JENNY T. NELSON**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN NW ¼ SEC06-TWP35N-RGE03E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P33858 / 350306-0-006-0004**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GERALD E. NELSON and JENNY T. NELSON**, 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:

AN EASEMENT AREA FIFTEEN (15) FEET IN WIDTH HAVING SEVEN AND ONE-HALF (7.5) 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.

MORE SPECIFICALLY LOCATED AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AS A VISUAL AID.

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; and
- 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. 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.

[Signatures follow next page]

DATED this 27th day of January, 2026

OWNER:

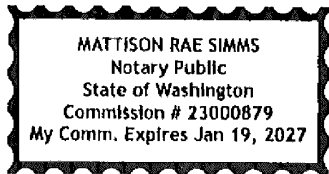
By: [Signature]
GERALD E. NELSON

By: [Signature]
JENNY T. NELSON

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 27th day of January, 2026 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GERALD E. NELSON & JENNY T. NELSON, 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.



Mattison Rae Simms
(Signature of Notary)
Mattison Rae Simms
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Arlington, WA 98223
My Appointment Expires: Jan 19, 2027

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

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY APN P33858 / 350306-0-006-0004**

THE SOUTHEAST ¼ OF THE NORTHWEST ¼, THE NORTHEAST ¼ OF THE SOUTHWEST ¼, GOVERNMENT LOT 5 AND GOVERNMENT LOT 6, ALL IN SECTION 6, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.; EXCEPT LOT 1, SKAGIT COUNTY SHORT PLAT No. 94-049, APPROVED DECEMBER 9, 1994, AND RECORDED DECEMBER 12, 1994, IN VOLUME 11 OF SHORT PLATS, PAGES 155 AND 156, UNDER AUDITOR'S FILE No. 9412120047, RECORDS OF SKAGIT COUNTY, WASHINGTON;

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.;

THENCE NORTH 87°16'33" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 93.43 FEET TO THE SOUTHWESTERLY LINE OF THE DIKE RIGHT-OF-WAY APPROPRIATED BY DIKE DISTRICT No. 5 IN SUPERIOR COURT CAUSE No. 3050 AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 87°16'33" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 AND THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 6 A DISTANCE OF 2,273.77 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼;

THENCE SOUTH 01°47'11" WEST ALONG THE EAST LINE OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼ A DISTANCE OF 838.62 FEET;

THENCE SOUTH 89°51'49" WEST A DISTANCE OF 443.94 FEET;

THENCE SOUTH 06°29'11" WEST A DISTANCE OF 389.83 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 43°02'28" EAST AND A RADIUS OF 107.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 149°54'56" AND AN ARC LENGTH OF 279.97 FEET; THENCE SOUTH 31°55'00" WEST A DISTANCE OF 74.02 FEET;

THENCE SOUTH 39°55'12" WEST A DISTANCE OF 128.24 FEET;

THENCE SOUTH 52°43'07" WEST A DISTANCE OF 75.85 FEET;

THENCE SOUTH 06°29'11" WEST A DISTANCE OF 305.29 FEET TO POINT "A";

THENCE SOUTH 33°11'29" WEST A DISTANCE OF 80.17 FEET;

THENCE NORTH 56°48'31" WEST A DISTANCE OF 227.08 FEET;

THENCE NORTH 11°48'07" WEST A DISTANCE OF 592.76 FEET;

THENCE NORTH 13°36'57" EAST A DISTANCE OF 817.98 FEET TO THE CENTER OF AN EXISTING DRAINAGE DITCH;

THENCE ALONG THE CENTER OF SAID DITCH THROUGH THE FOLLOWING FOUR COURSES:

NORTH 64°33'03" WEST A DISTANCE OF 333.20 FEET;

NORTH 71°54'21" WEST A DISTANCE OF 66.52 FEET;

NORTH 89°15'51" WEST A DISTANCE OF 75.43 FEET;

SOUTH 75°58'32" WEST A DISTANCE OF 42.25 FEET TO THE CENTER OF A DITCH INTERSECTING FROM THE SOUTHWEST;

THENCE SOUTH 28°52'12" WEST ALONG THE CENTER OF SAID INTERSECTING DITCH A DISTANCE OF 52.59 FEET;

THENCE CONTINUING ALONG THE CENTER OF SAID INTERSECTING DITCH SOUTH 23°18'16" WEST A DISTANCE OF 231.48 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 5;

THENCE SOUTH 01°43'11" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 605.60 FEET;

THENCE SOUTH 87°06'54" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 355.29 FEET; THENCE NORTH 01°29'29" EAST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 436.48 FEET; THENCE NORTH 41°15'24" WEST A DISTANCE OF 849.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(BEING A PORTION OF LOT 2, SKAGIT COUNTY SHORT PLAT No. 94-049, APPROVED DECEMBER 9, 1994, AND RECORDED DECEMBER 12, 1994, IN VOLUME 11 OF SHORT PLATS, PAGES 155 AND 156, UNDER AUDITOR'S FILE No. 9412120047, RECORDS OF SKAGIT COUNTY, WASHINGTON.)

AND ALSO EXCEPT THAT PORTION OF LOT 2 OF SHORT PLAT No. 94-049, APPROVED DECEMBER 9, 1994, RECORDED DECEMBER 12, 1994, IN VOLUME 11 OF SHORT PLATS, PAGES 155 AND 156, UNDER AUDITOR'S FILE

EXHIBIT A - CONTINUED
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY APN P33858 / 350306-0-006-0004

No. 9412120047, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT No. 94-049;
THENCE NORTH 00°24'03" EAST (EQUALS NORTH 01°10'58" WEST ON SAID SHORT PLAT No. 94-049) A
DISTANCE OF 2.63 FEET ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 1;
THENCE NORTH 62°29' 11" WEST 7.36 FEET;
THENCE NORTH 51°19'38" WEST 22.00 FEET;
THENCE NORTH 62°50'57" WEST 53.51 FEET;
THENCE NORTH 72°06'39" WEST 50.96 FEET;
THENCE NORTH 83°40'26" WEST 59.84 FEET TO THE NORTH EXTENSION OF AN EXISTING FENCE LINE;
THENCE SOUTH 00°52' 10" WEST 658.50 FEET ALONG SAID FENCE LINE TO THE NORTHERLY MARGIN OF THE
SAMISH ISLAND ROAD;
THENCE NORTH 87°06'22" EAST 210.20 FEET ALONG SAID NORTHERLY MARGIN TO THE SOUTHWEST CORNER
OF SAID LOT 1; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

