

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. 20261521

May 21 2026

Amount Paid \$30.24
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT

REFERENCE #:

GRANTOR (Owner): **MELODY WARING, TRUSTEE OF JOYCE O. BELL LIVING TRUST**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **W 1/2, GOV LOT 1, SEC12, TWP 35N, RNG 10E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **351012-0-007-0006 / P45106**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MELODY WARING, TRUSTEE OF THE JOYCE O. BELL LIVING TRUST, dated August 24, 2016, and as amended** ("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:

ONE EASEMENT AREA THIRTEEN (13) FEET WIDE AND FIVE (5) FEET LONG, ADJOINING THE NORTHERN MARGIN OF STATE ROUTE 20.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" 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:

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.

[Signature to follow next page]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 351012-0-007-0006 / P45106

THE WEST HALF OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., EXCEPT THAT PORTION OF THE EAST 296.62 FEET OF SAID WEST HALF OF GOVERNMENT LOT 1, LYING SOUTH OF THE STATE HIGHWAY, EXCEPT STATE HIGHWAY AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID DESCRIBED TRACT AT ITS INTERSECTION WITH THE NORTH LINE OF THE STATE HIGHWAY;
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 400 FEET;
THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, A DISTANCE OF 50 FEET;
THENCE SOUTH AT RIGHT ANGLES AND PARALLEL TO SAID EAST LINE, A DISTANCE OF 400 FEET,
MORE OR LESS, TO THE NORTH LINE OF THE STATE HIGHWAY;
THENCE EAST ALONG THE NORTH LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

AND ALSO EXCEPT FROM THE MAIN TRACT ABOVE DESCRIBED, ALL THAT PORTION THEREOF LYING NORTH OF A LINE 300 FEET NORTH OF THE STATE HIGHWAY AND PARALLEL THERETO.

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
EASEMENT DEPICTION
APN: 351012-0-007-0006 / P45106
FOR REFERENCE ONLY

