

RETURN ADDRESS:
Puget Sound Energy, Inc.
Bryan Petri, Major Projects
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734



REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 05/23/2023

EASEMENT

REFERENCE #: N/A
GRANTOR (Owner): LAWRENCE M. MCKINNON AND MICHELE MCKINNON
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN LOT 40 & 41, CHEASTYS BIG LAKE TRACTS, SW ¼ NE ¼, S36-34N-04E, W.M.
ASSESSOR'S TAX #: P64434 / 3882-000-041-0008

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, LAWRENCE M. MCKINNON AND MICHELE MCKINNON, husband and wife ("Owner" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, 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 and depicted as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;
THENCE SOUTHERLY ALONG THE EASTERLY PROPERTY LINE A DISTANCE OF 230 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTHERLY ALONG SAID EASTERLY PROPERTY LINE A DISTANCE OF 2 FEET;
THENCE WESTERLY AT RIGHT ANGLES A DISTANCE OF 2 FEET;
THENCE NORTHERLY PARALLEL TO SAID EASTERLY PROPERTY LINE A DISTANCE OF 2 FEET;
THENCE EASTERLY A DISTANCE OF 2 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

(CONTAINING 4 SQUARE FEET, MORE OR LESS)

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; and

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 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.

DATED this 17 day of MAY, 2023

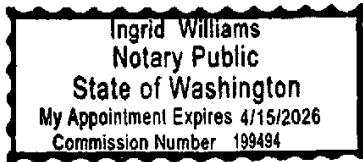
OWNER:

BY: *Lawrence M. McKinnon*
LAWRENCE M. MCKINNON

STATE OF Washington)
COUNTY OF Skagit)ss

On this 17th day of May, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LAWRENCE M. MCKINNON, 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.



Ingrid Williams
(Signature of Notary)

Ingrid Williams
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon, WA

My Appointment Expires: 4/15/2026

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

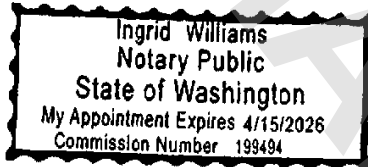
OWNER:

BY: Michele McKinnon
MICHELE MCKINNON

STATE OF Washington
COUNTY OF Snohomish)ss

On this 17th day of May, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHELE MCKINNON**, 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.



Ingrid Williams
(Signature of Notary)

Ingrid Williams
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon, WA

My Appointment Expires: 4/15/2026

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EXHIBIT A
Property Legal Description
Skagit County Parcel No. P64434

LOTS 40 AND 41, "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE NORTH 70 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF.

TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY, COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY, ADJOINING THE EASTERLY LINE OF THE "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING BETWEEN THE FOLLOWING DESCRIBED LINE;

THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 41 OF SAID PLAT AND A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID RIGHT-OF-WAY THROUGH THE NORTHERLYMOST CORNER OF SAID LOT 41; EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THE RIGHT-OF-WAY OF STATE HIGHWAY 9.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.