

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20237097
Jun 30 2023
Amount Paid \$10.00
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT

REFERENCE #: N/A
GRANTOR: **MORGAN-TURNER PROPERTIES, L.P.**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GOV LOT 6, S9-T34N-R2E, W.M.**
ASSESSOR'S TAX #: **P20187 (340209-0-009-0000)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MORGAN-TURNER PROPERTIES, L.P.**, a Washington limited partnership, ("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:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.

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.

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.

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.

14. Condemnation. This Easement is granted under the threat of condemnation.

[Signatures follow next page]

DATED this 12th day of June 2023

OWNER:

MORGAN-TURNER PROPERTIES L.P.

Lori Yandle

By Lori Yandle

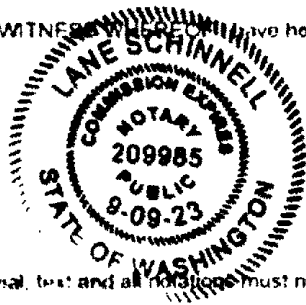
As General Partner

STATE OF WASHINGTON

COUNTY OF

On this 12th day of June 2023 before me the undersigned Public in and for the State of Washington duly commissioned and sworn personally Lori Yandle to me known to be the person who signed as General Partner of Morgan-Turner Properties, L.P. the Washington limited partnership that executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act and the free and voluntary act and deed of Morgan-Turner Properties, L.P. for the uses and therein mentioned and on oath stated that they were authorized to execute the said instrument of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year written



Lane Schinnell
(Signature of Notary)

Lane Schinnell
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington residing at Seattle

My Appointment Expires 9/9/23

Notary seal, text and all notations must not be placed within 1" margins.

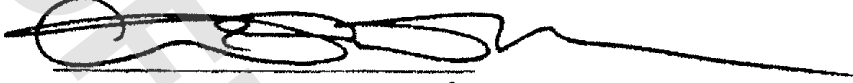
For Clarification Purpose Only:
IN WITNESS WHEREOF I have

For Clarification Purpose Only:
LANE SCHINNELL
COMMISSION EXPIRES
9-09-23
NOTARY PUBLIC
209985
STATE OF WASHINGTON

DATED this 12 day of June, 2023

OWNER:

MORGAN-TURNER PROPERTIES, L.P.

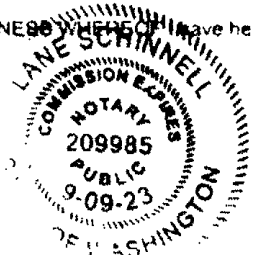


By Christine Cleland-McGrath
As General Partner

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 12 day of June, 2023 before me, the undersigned, Public in and for the State of Washington, duly commissioned and sworn personally ~~Christine Cleland-McGrath~~ to me known to be the person who signed as General Partner of Morgan-Turner Properties, L.P., the Washington limited partnership that executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act and the free and voluntary act and deed of Morgan-Turner Properties, L.P. for the uses and therein mentioned, and on oath stated that they were authorized to execute the said instrument of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year written.



Lane Schinnell
(Signature of Notary)
Lane Schinnell
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My Appointment Expires 9/9/23

Notary seal, text and all notations must not be placed within 1" margins.

For Clarification Purpose Only:
IN WITNESS WHEREOF I have

For Clarification Purpose Only:
LANE SCHINNELL
COMMISSION EXPIRES
9-09-23
NOTARY PUBLIC
209985
STATE OF WASHINGTON

DATED this 12 day of June 2023

OWNER:

MORGAN-TURNER PROPERTIES, L.P.

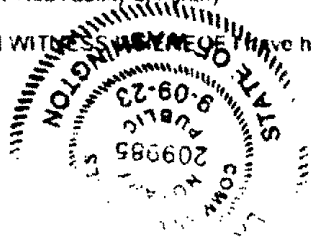
Beth L. Morgan - Cleveland
By Beth Morgan-Cleveland
As General Partner

STATE OF WASHINGTON)
) SS
COUNTY OF) 1

On this 12th day of June, 2023 before me the undersigned Public in and for the State of Washington duly commissioned and sworn, personally Beth Morgan Cleveland to me known to be the person who signed as General Partner of Morgan-Turner Properties, L.P. the Washington limited partnership that executed the foregoing instrument, and acknowledged said instrument to be their free and voluntary act and the free and voluntary act and deed of Morgan-Turner Properties, L.P. for the uses and therein mentioned and on oath stated that they were authorized to execute the said instrument of said limited liability company

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year written

Lane Schinnell
(Signature of Notary)
Lane Schinnell
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Appointment Expires 9/9/23



Notary seal text and all notations must not be placed within 1" margins.

For Clarification Purpose Only:
IN WITNESS WHEREOF I have

For Clarification Purpose Only:
LANE SCHINNELL
COMMISSION EXPIRES
9-09-23
NOTARY PUBLIC
209985
STATE OF WASHINGTON

DATED this 12th day of June, 2023

OWNER:

MORGAN-TURNER PROPERTIES, L.P.

James Yandle

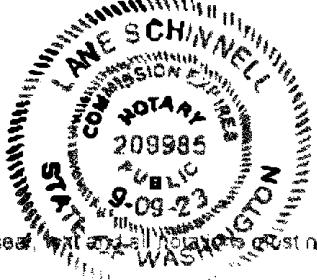
By James Yandle

As General Partner

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 12 day of June, 2023 before me the undersigned Public in and for the State of Washington, duly commissioned and sworn, personally James Yandle to me known to be the person who signed as General Partner of Morgan-Turner Properties, L.P., the Washington limited partnership that executed the foregoing instrument, and acknowledged said instrument to be their free and voluntary act and the free and voluntary act and deed of Morgan-Turner Properties, L.P. for the uses and therein mentioned; and on oath stated that they were authorized to execute the said instrument of said limited liability company

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year written



Lane Schinnell
(Signature of Notary)
Lane Schinnell
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My Appointment Expires 9/9/23

Notary seal and all notations must not be placed within 1" margins.

For Clarification Purpose Only:
LANE SCHINNEL
COMMISSION EXPIRES
9-09-23
NOTARY PUBLIC
209985
STATE OF WASHINGTON

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY PARCEL P20187**

GOVERNMENT LOT 6, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT FAIRWAY DRIVE OR SATTERLEE ROAD, AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1.) THAT PORTION PLATTED AS "SIMILK BEACH, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2.) THAT PORTION PLATTED AS "SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 5, RECORDS OF SKAGIT COUNTY, WASHINGTON.

3.) THAT PORTION PLATTED AS "MADRONA VIEW ADDITION TO SIMILK BEACH", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON.

4.) BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 6 AT THE INTERSECTION WITH THE WEST LINE OF FAIRWAY DRIVE;
THENCE WEST ON THE NORTH LINE OF LOT 6, A DISTANCE OF 375 FEET;
THENCE SOUTH 136 FEET;
THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF SAID FAIRWAY DRIVE;
THENCE NORTHERLY ON THE WEST LINE OF SAID FAIRWAY DRIVE TO THE POINT OF BEGINNING.

5.) BEGINNING AT A POINT 489 FEET WEST AND 136 FEET SOUTH OF THE INTERSECTION OF THE WEST LINE OF FAIRWAY DRIVE AND THE NORTH LINE OF SAID LOT 6;
THENCE EAST ON A LINE 136 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 424 FEET, MORE OR LESS, TO THE WEST LINE OF FAIRWAY DRIVE;
THENCE SOUTHWESTERLY ON SAID WEST LINE OF FAIRWAY DRIVE TO A POINT 366 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6;
THENCE WEST ON A LINE 366 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 6, A DISTANCE OF 334 FEET;
THENCE NORTH 230 FEET TO THE POINT OF BEGINNING.

6.) THAT PORTION OF GOVERNMENT LOT 6 LYING EASTERLY OF FAIRWAY DRIVE, AND NORTH OF A LINE WHICH BEGINS AT A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 6 AT A POINT 208 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9;
THENCE WEST TO THE EASTERLY LINE OF FAIRWAY DRIVE.

7.) BEGINNING AT THE NORTHEAST CORNER OF LOT 15, BLOCK 7, "SIMILK BEACH, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 78°06'10" EAST, A DISTANCE OF 271.35 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 120.00 FEET TO THE NORTHERLY MARGIN OF FAIRWAY DRIVE, HAVING A RADIUS POINT BEARING NORTH 45°00'00" WEST, A DISTANCE OF 333.10 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°25'00", AN ARC DISTANCE OF 273.18 FEET;
THENCE NORTH 86°35'00" WEST, A DISTANCE OF 102.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15;

EXHIBIT A CONTINUED:

THENCE NORTH 03°25'00" EAST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

8.) BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 3, "SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 5, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID LOT 8, A DISTANCE OF 10.04 FEET TO THE NORTHEAST CORNER OF SAID PLAT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY EXTENSION TO THE WESTERLY LINE OF FAIRWAY DRIVE, SOMETIMES KNOWN AS SATTERLEE ROAD;

THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE TO THE EASTERLY MOST CORNER OF THOSE PREMISES CONVEYED TO JEFF SCHWABE, ET UX, BY DEED RECORDED NOVEMBER 14, 1985, UNDER AUDITOR'S FILE NO. 8511140049;

THENCE NORTH 45°00'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID SCHWABE TRACT, A DISTANCE OF 120.00 FEET TO THE NORTHERLY CORNER OF SAID SCHWABE TRACT;

THENCE SOUTH 78°06'10" WEST ALONG THE NORTHERLY LINE OF SCHWABE TRACT, A DISTANCE OF 271.35 FEET TO THE NORTHEAST CORNER OF LOT 15, BLOCK 7, "SIMILK BEACH, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51;

THENCE NORTHERLY ALONG THE EAST LINE OF JIGGER STREET AS SHOWN ON SAID PLAT, TO THE NORTH LINE OF SAID STREET;

THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EASTERLY LINE OF "SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH", SAID POINT BEING 10.04 FEET EAST OF THE SOUTHEAST CORNER OF LOT 8, BLOCK 4 OF SAID PLAT;

THENCE NORTH ALONG THE EAST LINE OF SAID PLAT TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT B
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P20187**

A STRIP OF LAND 10 FEET IN WIDTH BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, A PUNCH IN 3" BRASS DISK IN MONUMENT CASING, FOUND IN PLACE;
THENCE NORTH 88°54'14" WEST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1,752.01 FEET;
THENCE SOUTH 01°05'46" WEST A DISTANCE OF 2,281.57 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF SATTERLEE ROAD, A POINT HEREIN AFTER REFERRED TO AS POINT 'A' AND THE POINT OF BEGINNING;
THENCE SOUTH 51°56'41" EAST A DISTANCE OF 12.27 FEET TO THE TERMINUS OF SAID CENTERLINE, FROM WHICH SAID NORTH QUARTER CORNER BEARS NORTH 38°22'21" EAST, 2,876.55 FEET DISTANT;

SAID STRIP SIDELINES TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID SOUTHEASTERLY RIGHT OF WAY MARGIN.

CONTAINING 123 SQUARE FEET, MORE OR LESS.

TOGETHER WITH;

A STRIP OF LAND 10 FEET IN WIDTH BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFORESAID POINT 'A';
THENCE SOUTH 37°12'07" WEST ALONG THE SOUTHEASTERLY MARGIN OF SAID SATTERLEE ROAD A DISTANCE OF 89.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 383.20 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY MARGIN, THROUGH A CENTRAL ANGLE OF 17°55'25" A DISTANCE OF 119.87 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF PUTTER STREET;

THENCE SOUTH 20°59'02" WEST ALONG SAID EASTERLY MARGIN A DISTANCE OF 8.16 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 35°00'00" EAST A DISTANCE OF 35.00 FEET TO THE TERMINUS OF SAID CENTERLINE, FROM WHICH SAID NORTH QUARTER CORNER BEARS NORTH 38°11'59" EAST, 3,101.88 FEET DISTANT;

SAID STRIP SIDELINES TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID EASTERLY RIGHT OF WAY MARGINS.

CONTAINING 350 SQUARE FEET, MORE OR LESS.

TOTAL CONTAINING 473 SQUARE FEET, MORE OR LESS.



**DAVID EVANS
AND ASSOCIATES INC.**

14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425 519 6500

