

RETURN ADDRESS:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/23/2024



EASEMENT

GRANTOR: **GROSHONG**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 1 SP 93-060 (PTN SE12-34N-01E)**
ASSESSOR'S TAX #: **P104400, P19246, P109107**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MARY M. GROSHONG, an unmarried person ("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, under, 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:

A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 22 day of October, 2024.

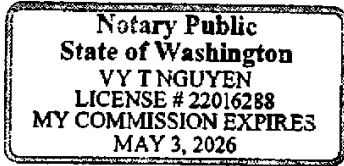
OWNER:

By: Mary M. Groshong
MARY M. GROSHONG

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this 22nd day of October, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARY M. GROSHONG, 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.



Vy T Nguyen
(Signature of Notary)
Vy T Nguyen
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at King
My Appointment Expires: May 3, 2026

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

EXHIBIT "A"
(Legal Description)

PARCEL A OF THAT SURVEY RECORDED APRIL 17, 2008 UNDER COUNTY AUDITOR'S FILE NO. 200804170066; MORE FULLY DESCRIBED AS FOLLOWS:

LOT 1 OF SKAGIT COUNTY SHORT PLAT NO. SPT 93-060, AS APPROVED JANUARY 18, 1994 AND RECORDED JANUARY 19, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 54, UNDER AUDITOR'S FILE NO. 9401180147, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 4 IN SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660 FEET SOUTH AND 346.5 FEET EAST OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL B AS CONVEYED TO HARRY HAUGLAND AND RUTH J. HAUGLAND, HUSBAND AND WIFE, IN DEED RECORDED MAY 23, 1968, UNDER AUDITOR'S FILE NO. 713954, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE EAST 15.3 FEET, MORE OR LESS, TO AN EXISTING NORTH-SOUTH FENCE LINE;

THENCE SOUTHERLY ALONG SAID EXISTING FENCE LINE, A DISTANCE OF 312.7 FEET MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY OF CAMPBELL LAKE ROAD;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 21.2 FEET, MORE OR LESS, TO A POINT 346.5 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 4;

THENCE NORTH TO THE POINT OF BEGINNING.

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660 FEET SOUTH AND 346.5 FEET EAST OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL B AS CONVEYED TO HARRY HAUGLAND AND RUTH J. HAUGLAND, HUSBAND AND WIFE, IN DEED RECORDED MAY 23, 1968, UNDER AUDITOR'S FILE NO. 713954, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE EAST A DISTANCE OF 15.3 FEET, MORE OR LESS, TO AN EXISTING NORTH-SOUTH FENCE LINE;

THENCE NORTHERLY ALONG SAID FENCE LINE, AND SAID FENCE LINE EXTENDED, A DISTANCE OF 658.9 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID GOVERNMENT LOT 4;

26.9 FEET, MORE OR LESS, TO A POINT 321.50 FEET, FROM THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 660.00 FEET;

THENCE EAST, A DISTANCE OF 25.35 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 4 AND THAT PORTION OF THE NORTHEAST QUARTER ALL IN SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH $86^{\circ}55'50''$ WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 317.0 FEET TO THE EXTENSION NORTH OF AN EXISTING FENCE LINE LYING TO THE SOUTH ON GOVERNMENT LOT 4;

THENCE NORTH $0^{\circ}45'31''$ WEST, A DISTANCE OF 176.06 FEET;

THENCE SOUTH $89^{\circ}41'52''$ EAST 319.87 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH $0^{\circ}18'02''$ WEST ALONG THE EAST LINE THEREOF, 191.34 FEET TO THE POINT OF BEGINNING;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 4, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF EXTENDED 5.3 FEET, MORE OR LESS, TO AN EXISTING EAST-WEST FENCE LINE;

THENCE WESTERLY ALONG THE EXISTING FENCE LINE, A DISTANCE OF 317 FEET, MORE OR LESS, TO AN EXISTING FENCE CORNER;

THENCE NORTH ON AN EXTENSION OF THE FENCE LINE HEADING SOUTH, A DISTANCE OF 15.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID WEST HALF;

THENCE SOUTH $86^{\circ}55'50''$ EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 317.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND EXCEPT ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.