

**RETURN ADDRESS:**

**Puget Sound Energy, Inc.**  
Attn: Real Estate / Right-of-Way (KP)  
PO Box 97034, BOT-020  
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20261193

Apr 22 2026

Amount Paid \$257.41  
Skagit County Treasurer  
By Lena Thompson Deputy

**EASEMENT**

GRANTOR: **WHEAT CLAUS LLC**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN LOT 11 BLK 3 PLAT /CLEAR LAKE TOGW 100' NPRR ROW XCP RDS**  
ASSESSOR'S TAX #: **P74777/ 4138-003-011-0008**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WHEAT CLAUS LLC**, a Washington limited liability company ("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 INCORPORATED BY REFERENCE.**

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:

**EASEMENT AREA 1: SEE EXHIBIT B**

**EASEMENT AREA 2: AN EASEMENT AREA FIFTEEN (15) FEET IN LENGTH AND TEN (10) FEET IN WIDTH DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NW CORNER OF AN EXISTING SHED, SAID NW CORNER LYING MORE OR LESS 53 FEET DUE NORTH OF THE SOUTHERN BORDER OF THE ABOVE-DESCRIBED PARCEL AND WITHIN A FOOT OR SO OF THE EASTERLY RIGHT-OF-WAY MARGIN STATE ROUTE 9, THENCE NORTHWESTERLY AND GENERALLY AT A RIGHT ANGLE TO SAID RIGHT-OF-WAY MARGIN UNTIL REACHING SAID RIGHT OF WAY MARGIN, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 10 FEET, THENCE SOUTHEASTERLY AND GENERALLY AT A RIGHT ANGLE TO SAID RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 15 FEET, THENCE SOUTHWESTERLY AND GENERALLY PARALLEL TO SAID RIGHT-OF-WAY MARGIN UNTIL REACHING THE NORTH WALL OF SAID EXISTING SHED, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, WITH NO PORTION OF SAID EXISTING SHED BEING INCLUDED WITHIN SAID EASEMENT AREA 2.**

**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:

**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.

**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.

DATED this 23<sup>rd</sup> day of March, 2026.

OWNER:

**WHEAT CLAUS, LLC, a Washington Limited Liability Company**

By: Robert S. Claus

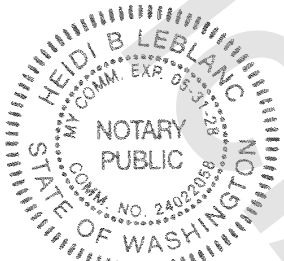
Robert S. Claus

Its: member/manager

STATE OF WA )  
COUNTY OF Skagit ) SS

On this 23<sup>rd</sup> day of March 2026, before me personally appeared Robert S. Claus to me known to be the member/manager of WHEAT CLAUS, LLC, a Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

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



Heidi B. LeBlanc  
(Signature of Notary)

Heidi B. LeBlanc  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes, WA  
My Appointment Expires: 05/31/2028

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

**EXHIBIT A****PROPERTY DESCRIPTION**

Lot 11, Block 3, "PLAT OF CLEAR LAKE, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, pages 22 and 23, records of Skagit County, Washington;

TOGETHER WITH that portion of the 100 foot wide Burlington Northern Railroad Company (formerly Northern Railroad Company) right of way that lies East and North of the East line of said Lot 11 and described in Auditor's File No. 8901190076, 8904040009 and 9106270143, records of Skagit County, Washington;

EXCEPT any portion of the above described premises lying South of the following described line:

Commencing at the Southwest corner of said Lot 11; thence North 19°02'-58" East along the West line of Lot 11, a distance of 59.13 feet to the initial point of this line description;  
thence South 86°22'36" East, a distance of 140.39 feet to the East line of the Burlington Northern Railroad Company right of way and the terminal point of this line description.

All situate in Skagit County, Washington.

EXHIBIT B  
EASEMENT DESCRIPTION  
SKAGIT COUNTY PARCEL P74777

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 1, TOWNSHIP 34 NORTH, RANGE 04 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF FIR AVENUE AND PRINGLE ST, A 3" BRASS DISC ON CONCRETE MONUMENT FOUND IN PLACE FROM WHICH A 3" BRASS DISC ON CONCRETE MONUMENT FOUND IN PLACE AT THE INTERSECTION OF PRINGLE STREET AND CEDAR STREET BEARS SOUTH 86°47'35" WEST, 269.79 FEET DISTANT;  
THENCE SOUTH 64°13'34" EAST A DISTANCE OF 85.12 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 9 AND THE **POINT OF BEGINNING**;  
THENCE NORTH 45°34'34" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 19.16 FEET;  
THENCE NORTH 75°20'44" EAST A DISTANCE OF 10.83 FEET;  
THENCE SOUTH 14°39'16" EAST A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 75°20'44" WEST A DISTANCE OF 3.73 FEET;  
THENCE SOUTH 43°27'14" EAST A DISTANCE OF 41.79 FEET TO THE EASTERLY MARGIN OF BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY AND THE BEGINNING OF A NON-RADIAL CURVE CONCAVE TO THE SOUTHWEST FROM WHICH THE CENTER BEARS SOUTH 88°47'43" WEST, 2914.88 FEET DISTANT;  
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 00°26'12" A DISTANCE OF 22.22 FEET;  
THENCE NORTH 43°27'24" WEST A DISTANCE OF 66.69 FEET;  
THENCE SOUTH 77°36'22" WEST A DISTANCE OF 6.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,005 SQUARE FEET, MORE OR LESS



**DAVID EVANS  
AND ASSOCIATES INC.**

14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007  
425.519.6500

