

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



REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 09/02/2020

EASEMENT

GNW M 10365

REFERENCE: 201909300212
GRANTOR: HAPPY FACE FARMS, INC.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PORTION GOVT LOT 4, SEC 25-35N-9E
ASSESSOR'S PROPERTY TAX PARCEL: P44659 / 350925-0-012-0106, P44663 / 350925-0-016-0003

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HAPPY FACE FARMS, INC., a Washington corporation ("Grantor" herein) hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein) for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("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 Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) 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.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

BY ACCEPTING AND RECORDING THIS EASEMENT DOCUMENT, PUGET SOUND ENERGY, INC., DOES HEREBY ABANDON AND RELEASE ALL THOSE RIGHTS ACQUIRED UNDER THAT CERTAIN EASEMENT DATED SEPTEMBER 26, 2019, AND RECORDED UNDER AUDITOR'S FILE NO. 201909300212, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PUGET SOUND ENERGY, INC.

BY: Darby Broyles
DARBY BROYLES, SUPERVISOR REAL ESTATE

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers 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.

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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee 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.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

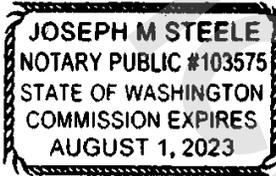
6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder and any improvements remaining in the Easement Area shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 20th day of AUGUST, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Darby MH Broyles**, to me known to be the person who signed as **Supervisor of Real Estate** of Puget Sound Energy, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instruction on behalf of said corporation.

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



[Signature]
(Signature of Notary)
JOSEPH M STEELE
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington
Residing at: [Address]

My Appointment Expires: AUGUST 1, 2023

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

Parcel A:

That portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said Government Lot 4, which lies S 00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence continuing S 00°05'16" E, a distance of 270.00 feet to the Northwest corner of that certain tract conveyed to Alvin E. Williams by deed recorded under AF# 454190, records of Skagit County, Washington;

Thence N 89°54'44" E along the North line of said Williams tract, a distance of 275.00 feet to the Northeast corner thereof;

Thence S 00°05'16" E along the East line of said Williams tract, a distance of 21.74 feet to the right of way of Highway 20 as conveyed by deed recorded under AF# 498238, records of Skagit County, Washington;

Thence Northeasterly along said North line of said highway right of way, to a point on the West line of that certain tract conveyed to Tony Naser by deed recorded under AF# 245329, in Volume 158 of Deeds at page 250, records of Skagit County, Washington;

Thence N 00°05'16" W along the East line of said Naser tract, a distance of 105.31 feet to the Northwest corner thereof;

Thence N 89°54'44" E along the North line of said Naser tract, a distance of 180.00 feet to the Northeast corner thereof;

Thence N 00°05'16" W, a distance of 100.00 feet;

Thence S 89°54'44" W, a distance of 580.00 feet to the point of beginning.

EXCEPT that portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S 00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'44" E, a distance of 580.00 feet;

Thence S 00°05'16" E, a distance of 85.20 feet to the point of beginning of this description;

Thence S 89°33'52" W, a distance of 397.81 feet;

Thence S 11°40'42" W, a distance of 137.82 feet;

Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;

Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the Northwestern right of way of Highway 20;

Thence Northeasterly along said Highway right of way, to a point on the West line of that certain tract conveyed to Donald L. Lallemand and Cecil J. Lallemand by deed recorded under AF# 9303090066, records of Skagit County, Washington;

Thence N 00°05'16" E along the West line of said Lallemand parcel, and the Northerly projection thereof, a distance of 105.31 feet to the Northwest corner thereof;

Thence N 89°54'44" E along the North line of said Lallemand tract, a distance of 183.00 feet to the Northeast corner thereof;

Thence N 00°05'16" W, a distance of 14.80 feet to the point of beginning.

TOGETHER WITH a twenty (20) foot wide easement for ingress, egress and utilities, over, under and across a portion of Government Lot 4, Section 25, Township 35 North, Range 9 east, W.M., the South line of which is described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'55" E, a distance of 580 feet;

Thence S 00°05'16" E, a distance of 85.20 feet;

Thence S 89°33'52" W, a distance of 397.81 feet;

Thence S 11°40'42" W, a distance of 137.82 feet to the point of beginning of this south line description;

Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;

Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the right of way of Highway 20 and the terminal point of this description.

Situate in Skagit County, Washington.

Parcel B:

That portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S 00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'55" E, a distance of 580 feet;

Thence S 00°05'16" E, a distance of 85.20 feet to the point of beginning of this description;

Thence S 89°33'52" W, a distance of 397.81 feet;

Thence S 11°40'42" W, a distance of 137.82 feet;

Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;

Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the Northwesterly right of way of Highway 20;

Thence Northeasterly along said Highway right of way, to a point on the East line of that certain tract conveyed to Donald L Lallemand and Cecil J. Lallemand by deed recorded under AF# 9303090066, records of Skagit County, Washington;

Thence N 00°05'16" E along the East line of said Lallemand parcel, and the Northerly projection thereof, a distance of 26.60 feet to the point of beginning.

SUBJECT TO a twenty (20) foot wide easement for ingress, egress and utilities, over, under and across a portion of Government Lot 4, Section 25, Township 35 North, Range 9 east, W.M., the South line of which is described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'55" E, a distance of 580 feet;

Thence S $00^{\circ}05'16''$ E, a distance of 85.20 feet;
Thence S $89^{\circ}33'52''$ W, a distance of 397.81 feet;
Thence S $11^{\circ}40'42''$ W, a distance of 137.82 feet to the point of beginning of this south line description;
Thence S $81^{\circ}01'43''$ E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;
Thence Easterly along said curve through a central angle of $14^{\circ}32'23''$, and an arc distance of 63.44 feet to the right of way of Highway 20 and the terminal point of this description.

Situate in Skagit County, Washington.