

RETURN ADDRESS:

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

REVIEWED BY
 SKAGIT COUNTY TREASURER
 DEPUTY Josie L Bear
 DATE 04/05/2021



M10438

EASEMENT

REFERENCE #: 9211230150
 GRANTOR (Owner): GETAWAY MOUNT VERNON, LLC
 GRANTEE (PSE): PUGET SOUND ENERGY, INC.
 SHORT LEGAL: Ptn NE ¼ SW ¼ and SW ¼ SE ¼ all in Sec. 19 Twp. 33N Rng. 05E
 ASSESSOR'S PROPERTY TAX PARCEL: P18166 (330519-3-001-0032) and P18169 (330519-4-001-0220)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GETAWAY MOUNT VERNON, LLC**, a Delaware limited liability company ("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 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; EXCEPT THAT PORTION AS GRANTED UNDER PUGET SOUND POWER & LIGHT COMPANY EASEMENT, SKAGIT COUNTY AUDITOR'S FILE NO. 9211230150.

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:

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. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the

right, but not the obligation, 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. 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its 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 or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

7. Successors and Assigns. PSE 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 generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

8. Warranty and Representation of Authority. Owner represents and warrants that the person executing this Easement has the authority to do so and to bind Owner hereunder. All consents, permissions and approvals related to entry into this Easement, and the obligations hereunder, have been obtained.

DATED this 25th day of March, 2021.

OWNER:

GETAWAY MOUNT VERNON, LLC,
a Delaware limited liability company

By: 
Mike Cohen

Its: Chief Financial Officer

STATE OF NY)
COUNTY OF Kings) SS

of New York inc

On this 25 day of 3, 2021, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared **Mike Cohen**, to me known to be the person(s) who signed as **Chief Financial Officer**, of **GETAWAY MOUNT VERNON, LLC**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said **GETAWAY MOUNT VERNON, LLC**, for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said **GETAWAY MOUNT VERNON, LLC**

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

(Signature of Notary)

Moses Gantz

(Print or stamp name of Notary)

MOSES GANTZ
Notary Public, State of New York
No. 01GA6320998
Qualified in Kings County
Commission Expires: March 15, 2023

NOTARY PUBLIC in and for the State of NY, residing at 41 Schenck St Brooklyn NY 11201
My Appointment Expires: Nov 15, 23 NY 11201

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL "A":

THAT PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M. LYING NORTHERLY OF THE MONTBORNE McMURRAY ROAD (NOW KNOWN AS STATE ROUTE 9).

PARCEL "B":

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M.

PARCEL "C":

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE EASTERLY 390 FEET (AS MEASURED ALONG THE NORTHERLY LINE OF STATE ROUTE 9) OF THE SOUTHERLY 30 FEET (AS MEASURED AT RIGHTS ANGLES TO SAID NORTHERLY LINE) AND OVER, UNDER AND ACROSS THE EASTERLY 80 FEET, EXCEPT THE SOUTHERLY 60 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO SAID NORTHERLY LINE OF STATE ROUTE 9), OF THAT PORTION OF GOVERNMENT LOT 5, SECTION 19, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., LYING NORTHERLY OF STATE ROUTE 9, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED SEPTEMBER 6, 1938 AS AUDITOR'S FILE NO. 305470, RECORDS OF SKAGIT COUNTY, WASHINGTON.