

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



EASEMENT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie L. Bear
DATE 06/25/2021

REFERENCE #:
GRANTOR (Owner): **QUALITY SEAFOOD SERVICES L.L.C.**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptn Blk 56, and all Blk 57 Amended Plat of Burlington; TGW Ptn Station Ground (SW, SW32-35N-04E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P71677 (4076-057-009-0002)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **QUALITY SEAFOOD SERVICES L.L.C.**, a Washington 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:

EASEMENT AREA No. 1:
AN EASEMENT AREA TEN FEET IN WIDTH, HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

EASEMENT AREA No. 2:
ALL AREAS LOCATED WITHIN A FIVE (5) FOOT PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS AS THE SAME ARE NOW CONSTRUCTED, TO BE CONSTRUCTED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY; EXCEPT ANY PORTION GRANTED UNDER EASEMENT AREA No.1.

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:

- 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, 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.

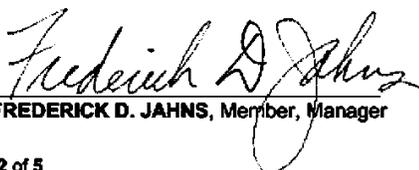
7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding 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 23 day of June, 2021.

OWNER:

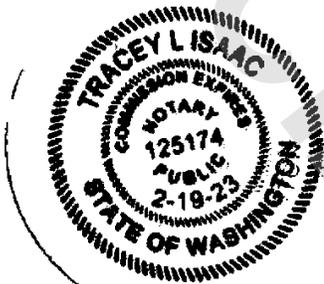
QUALITY SEAFOOD SERVICES L.L.C.
a Washington limited liability company

By: 
FREDERICK D. JAHNS, Member, Manager

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 23rd day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **FREDERICK D. JAHNS**, to me known to be the person(s) who signed as **Member, Manager**, of **QUALITY SEAFOOD SERVICES L.L.C.**, the limited liability company 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 **QUALITY SEAFOOD SERVICES L.L.C.**, for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said **QUALITY SEAFOOD SERVICES L.L.C.**

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



(Handwritten Signature)

(Signature of Notary)

Tracey L. Isaac

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 12518 Patricia Lane, Burlington, WA 98233

My Appointment Expires: 2.19.23

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THOSE PORTIONS OF LOTS 3, 4, 5 AND 6, BLOCK 56, AMENDED PLAT OF BURLINGTON, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, IN THE OFFICE OF THE COUNTY AUDITOR OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH A PORTION OF THE 300.0 FOOT WIDE STATION GROUND PROPERTY CONVEYED TO THE SEATTLE AND MONTANA RAILWAY COMPANY BY DEED RECORDED NOVEMBER 1, 1892, IN VOLUME 25 OF DEEDS, PAGE 149, AT BURLINGTON, WASHINGTON, BEING 200.0 FEET WIDE ON THE WESTERLY SIDE AND 100.0 FEET WIDE ON THE EASTERLY SIDE OF SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 57, AMENDED PLAT OF BURLINGTON, WASHINGTON, SAID CORNER BEING ON THE NORTH LINE OF GREENLEAF AVENUE AND 200.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED;
THENCE NORTHWESTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE 279 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 56, AMENDED PLAT OF BURLINGTON, WASHINGTON;
THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 56 A DISTANCE OF 119 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 56, AMENDED PLAT OF BURLINGTON, WASHINGTON;
THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 80 FEET, MORE OR LESS, TO A POINT BEING 25.0 FEET SOUTHERLY, AS MEASURED RADially FROM SAID RAILROAD COMPANY'S WESTERLY WYE TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED;
THENCE SOUTHEASTERLY ALONG A LINE DRAWN CONCENTRIC WITH AND 25.0 FEET SOUTHERLY, AS MEASURED RADially FROM SAID WYE TRACK CENTERLINE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 434.28 FEET A DISTANCE OF 368 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 50.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE;
THENCE SOUTHEASTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE 126 FEET, MORE OR LESS, TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID GREENLEAF AVENUE;
THENCE WEST ALONG SAID EASTERLY EXTENSION OF THE NORTH LINE OF SAID GREENLEAF AVENUE 151.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VERNON STREET THAT WOULD ATTACH BY OPERATION OF LAW PURSUANT TO THE CITY OF BURLINGTON VACATION ORDINANCE NO. 436, FILED-ON AUGUST 7, 1946.

TOGETHER WITH ALL OF BLOCK 57, AMENDED PLAT OF BURLINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON;

CONTINUED

TOGETHER WITH VACATED ALLEY IN SAID BLOCK 57, WHICH HAVE ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

AND TOGETHER WITH THAT PORTION OF VERNON STREET THAT WOULD ATTACH BY OPERATION OF LAW PURSUANT TO THE CITY OF BURLINGTON VACATION ORDINANCE NO. 436, FILED ON AUGUST 7, 1946.

EXCEPT THAT PORTION DEEDED TO THE CITY OF BURLINGTON BY STATUTORY WARRANTY DEED RECORDED APRIL 4, 1996 UNDER AUDITOR'S FILE NO. 9604040096, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

(ALSO KNOWN AS LOT "A" AFTER, QUIT CLAIM DEED BOUNDARY LINE ADJUSTMENT AFN 202104120149).