

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 Lena Thompson
DATE 10/15/2021

REFERENCE #:
GRANTOR (Owner): **VWA-Mount Vernon, LLC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Lot C, BLA AFN 202109170121 (PTN SW1/4 SW20-34N-04E, W.M.)**
ASSESSOR'S PROPERTY TAX PARCEL: **portions of parcels P134969, P53372, P134970, & P53379**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VWA-Mount Vernon, LLC, an Ohio 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:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

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. Restoration. Following 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

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. 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.

DATED this 13th day of OCT., 2021.

OWNER:

VWA-Mount Vernon, LLC,
an Ohio Limited Liability Company

By: Dominic A. Visconti, Jr.
Dominic A. Visconti, Jr., managing member

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

On this 13th day of OCT., 20 21, before me, the undersigned, a Notary Public in and for the State of OHIO, duly commissioned and sworn, personally appeared Dominic A. Visconsi, Jr., to me known to be the person(s) who signed as managing member, of VWA-Mount Vernon, LLC, 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 VWA-Mount Vernon, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said VWA-Mount Vernon, LLC.

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

Donna J. Swidarski
(Signature of Notary)

DONNA J. SWIDARSKI
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of OHIO
residing at 1909 HINES HILL RD., HUDSON, OH 44236

My Appointment Expires: 5-26-24

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

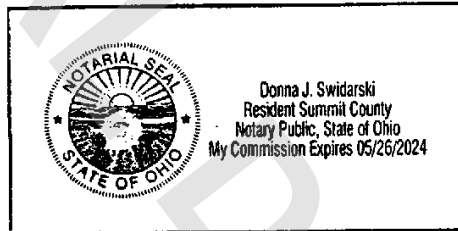


EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

LOT C:

THOSE PORTIONS OF LOTS 1 & 2, CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040056, TOGETHER WITH A PORTION OF LOTS 1 TO 4 INCLUSIVE, BLOCK 1, KINCAID'S ADDITION TO MT VERNON, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; SAID CORNER ALSO BEING A POINT ON THE EAST MARGIN OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF MOUNT VERNON FOR RIGHT OF WAY PURPOSES UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170166; THENCE ALONG SAID EAST MARGIN, NORTH 01°53'12" EAST, 18.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID MARGIN, NORTH 01°53'12" EAST, 242.08 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO VWA-MOUNT VERNON, LLC BY QUIT CLAIM DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040083; THENCE ALONG THE NORTH LINE OF SAID TRACT, SOUTH 62°11'13" EAST, 171.30 FEET TO A POINT ON THE WESTERLY MARGIN OF INTERSTATE 5; THENCE DEPARTING SAID MARGIN, SOUTH 23°33'59" EAST, 11.64 FEET; THENCE SOUTH 01°50'50" WEST, 3.49 FEET; THENCE AT RIGHT ANGLES, SOUTH 88°09'10" EAST, 1.66 FEET TO A POINT ON SAID WESTERLY MARGIN OF INTERSTATE 5; THENCE ALONG SAID MARGIN, SOUTH 23°33'59" EAST, 64.95 FEET; THENCE DEPARTING SAID MARGIN, NORTH 88°06'48" WEST, 66.13 FEET; THENCE AT RIGHT ANGLES, SOUTH 01°53'12" WEST, 113.51 FEET; THENCE AT RIGHT ANGLES, NORTH 88°06'48" WEST, 96.00 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 01°53'12" EAST, 28.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°09'39" A DISTANCE OF 34.78 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF LOT 4, BLOCK 1, KINCAID'S ADDITION TO MT VERNON, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY, WITH THE WESTERLY RIGHT OF WAY LINE OF SR 5, AS SHOWN ON SR 5, MOUNT VERNON: BLACKBURN ST. TO SKAGIT RIVER, AS IT EXISTED ON JULY 7, 2018, THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1, OF SAID KINCAID'S ADDITION TO MT VERNON, BEING A POINT OPPOSITE HIGHWAY ENGINEER'S STATION K2+80, ON THE KLINE SURVEY OF SAID HIGHWAY, AND 70 FEET SOUTHERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

(ALSO KNOWN AS LOT "C", BLA AFN 202109170121).

EXHIBIT "B"
(EASEMENT DESCRIPTION)

EASEMENT AREA No. 1:

AN EASEMENT AREA TEN (10) 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.

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