

**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 10/22/2021

REFERENCE #: N/A  
GRANTOR (Owner): VWA-MOUNT VERNON, LLC  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LT A, Station Square SRH BLA AFN 202109170120  
Ptn SW, SW20-34N-04E  
ASSESSOR'S PROPERTY TAX PARCEL: P134974 (8100-000-006-0000);  
P134975 (8100-000-007-0000)

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:

**LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, MOUNT VERNON  
BOUNDARY LINE ADJUSTMENT No. ENGR21-0250, RECORDED SEPTEMBER 17, 2021  
UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 202109170120.**

**SITUATE IN A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 34  
NORTH, RANGE 4 EAST, W.M., CITY OF MOUNT VERNON, SKAGIT COUNTY,  
WASHINGTON.**

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 "A", "B" & "C" 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 20th 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 20th day of OCT., 2024, before me, the undersigned, a Notary Public in and for the State of OHIO, duly commissioned and sworn, personally appeared Dominic A. Visconti, 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.

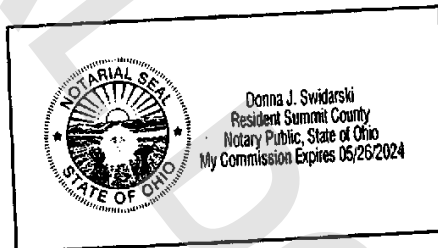
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

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" margin





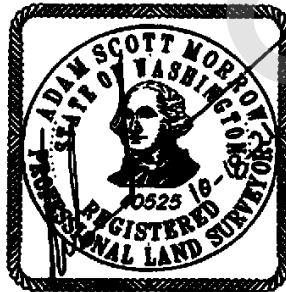
**Pacific Surveying & Engineering, Inc**  
 land surveying • civil engineering • consulting • environmental  
 909 Squalicum Way #111, Bellingham, WA 98225  
 Phone 360.671.7387 Facsimile 360.671.4685 Email [info@pseurvey.com](mailto:info@pseurvey.com)

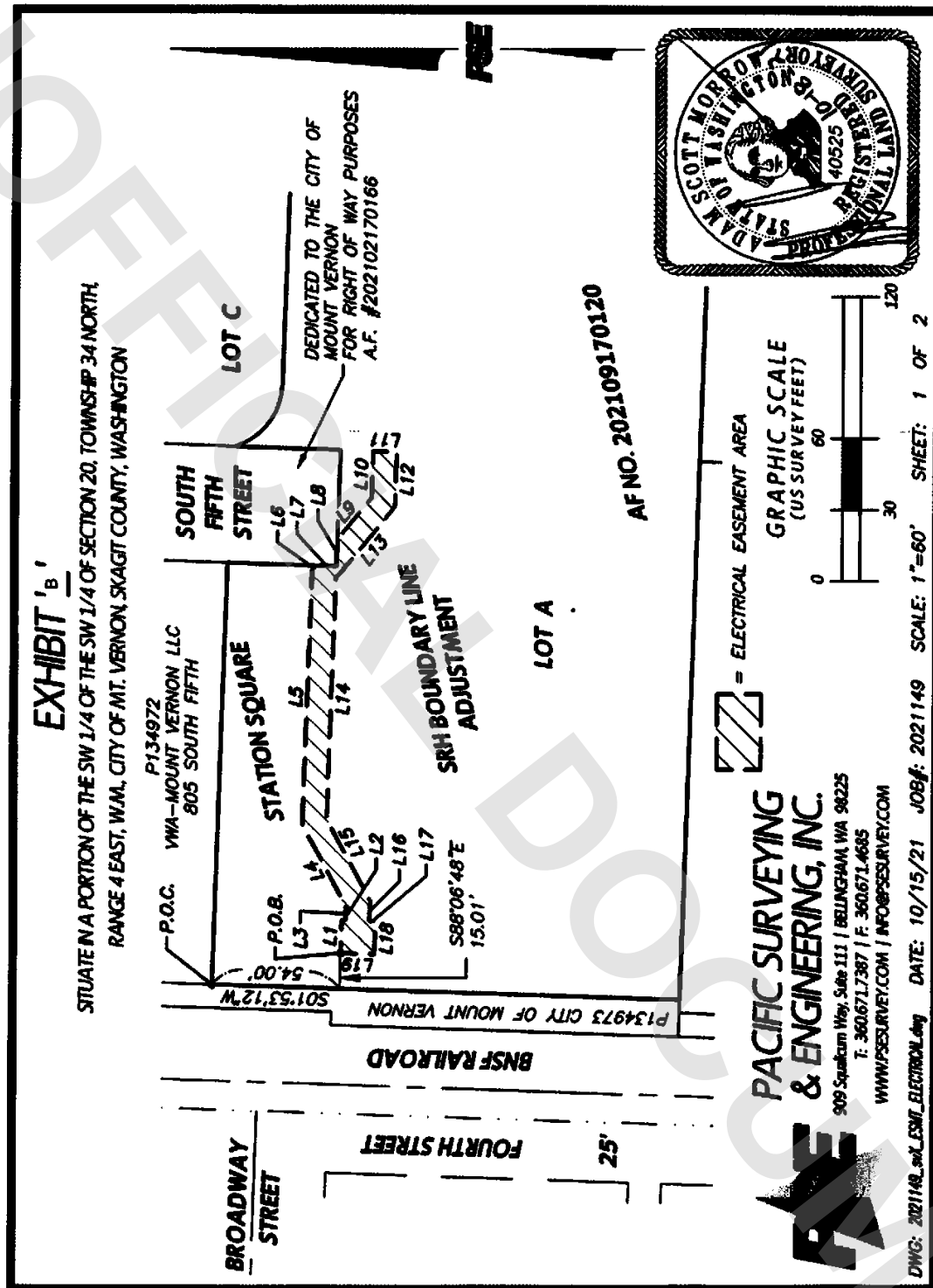
**EXHIBIT 'A'**  
**ELECTRICAL EASEMENT DESCRIPTION**

AN ELECTRICAL EASEMENT LOCATED WITHIN A PORTION OF LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT A, THENCE ALONG THE WEST LINE THEREOF, SOUTH 01°53'12" WEST, 54.00 FEET; THENCE DEPARTING SAID LINE AND AT RIGHT ANGLES THERETO, SOUTH 88°06'48" EAST, 15.01 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT A, SOUTH 88°06'48" EAST, 14.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°53'12" WEST, 1.50 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST, 5.66 FEET; THENCE NORTH 61°53'12" EAST, 39.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF LOT A, SOUTH 88°06'48" EAST, 107.84 FEET; THENCE SOUTH 50°55'02" EAST, 2.16 FEET TO A POINT ON THE WEST MARGIN OF SOUTH FIFTH STREET, DEDICATED TO THE CITY OF MOUNT VERNON FOR RIGHT OF WAY PURPOSES, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170166; THENCE ALONG SAID MARGIN SOUTH 01°53'12" WEST, 8.69 FEET; THENCE ALONG THE SOUTH MARGIN OF SOUTH FIFTH STREET, SOUTH 88°06'48" EAST, 11.46 FEET; THENCE DEPARTING SAID MARGIN SOUTH 50°55'02" EAST, 22.47 FEET; THENCE PARALLEL WITH THE NORTH LINE OF LOT A, SOUTH 88°06'48" EAST, 19.65 FEET; THENCE AT RIGHT ANGLES SOUTH 01°53'12" WEST, 10.00 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST, 23.01 FEET; THENCE NORTH 50°55'02" WEST, 39.01 FEET; THENCE PARALLEL WITH THE NORTH LINE OF LOT A, NORTH 88°06'48" WEST, 101.80 FEET; THENCE SOUTH 61°53'12" WEST, 39.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF LOT A, NORTH 88°06'48" WEST, 8.34 FEET; THENCE AT RIGHT ANGLES SOUTH 01°53'12" WEST, 2.50 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST, 14.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°53'12" EAST, 14.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

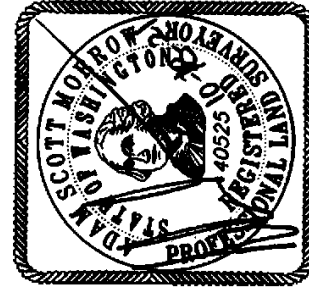




# EXHIBIT 'c'

|     |             |        |
|-----|-------------|--------|
| L10 | S88°06'48"E | 19.65  |
| L11 | S01°53'12"W | 10.00  |
| L12 | N88°06'48"W | 23.01  |
| L13 | N50°55'02"W | 39.01  |
| L14 | N88°06'48"W | 101.80 |
| L15 | S61°53'12"W | 39.00  |
| L16 | N88°06'48"W | 8.34   |
| L17 | S01°53'12"W | 2.50   |
| L18 | N88°06'48"W | 14.00  |
| L19 | N01°53'12"E | 14.00  |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S88°06'48"E | 14.00  |
| L2         | S01°53'12"W | 1.50   |
| L3         | S88°06'48"E | 5.66   |
| L4         | N61°53'12"E | 39.00  |
| L5         | S88°06'48"E | 107.84 |
| L6         | S50°55'02"E | 2.16   |
| L7         | S01°53'12"W | 8.69   |
| L8         | S88°06'48"E | 11.46  |
| L9         | S50°55'02"E | 22.47  |



**PACIFIC SURVEYING  
& ENGINEERING, INC.**

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T: 360.671.7367 | F: 360.671.4685  
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2021149\_spl\_CSMI\_ELECTRICAL.dwg DATE: 10/15/21 JOB#: 2021149 SCALE: N/A SHEET: 2 OF 2