

RETURN ADDRESS:

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



REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 02/22/2022

EASEMENT

REFERENCE #: N/A
GRANTOR: JASON IRVIN DVORAK
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN BLK 172 AND 191, FIDALGO CITY,
PTN NW ¼, NW ¼, SEC 19, T34N, R02E
ASSESSOR'S TAX #: P73326 (4101-191-026-0000)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JASON IRVIN DVORAK**, an unmarried man ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") 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.

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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

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.

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

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

4. Restoration. Following the 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. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

7. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

10. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

11. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 15 day of February, 2022

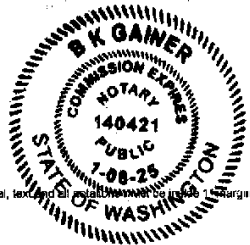
OWNER:

By: Jason Irvin Dvorak
JASON IRVIN DVORAK

STATE OF WASHINGTON }
 COUNTY OF Skagit } SS

On this 15th day of February, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JASON IRVIN DVORAK**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Notary seal, text and all other markings are required to be legible.

B K Gainer
 (Signature of Notary)

B K Gainer
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Anacortes

My Appointment Expires: 01/08/2025

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL A:

LOTS 7 THROUGH 13, INCLUSIVE, BLOCK 172, PLAT OF "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ABUTTING SAID LOTS;

ALSO TOGETHER WITH THE NORTH HALF OF VACATED SECOND STREET;

ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 15 THROUGH 26, INCLUSIVE, BLOCK 191, OF SAID PLAT;

ALSO TOGETHER WITH THE SOUTH 14 OF VACATED SECOND STREET AND THE EAST 14 OF VACATED CARLYLE AVENUE AND THE VACATED ALLEY IN BLOCK 191, OF SAID PLAT, ABUTTING SAID LOTS;

EXCEPT THE WEST HALF OF VACATED FIDALGO AVENUE ADJOINING LOTS 7-13, BLOCK 172, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING THE EAST 50 FEET OF THE NORTH 232.50 FEET OF THAT PARCEL DELINEATED ON THAT SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 201811200087, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE WEST 80 FEET OF THE FOLLOWING DESCRIBED SOUTH LOT:

LOTS 13 AND 14, BLOCK 191, PLAT OF "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THE VACATED ALLEY THROUGH BLOCK 191 ABUTTING SAID LOTS;

ALSO TOGETHER WITH LOTS 1 THROUGH 6, INCLUSIVE, AND LOTS 21 THROUGH 26, INCLUSIVE, AND THE WEST 30 FEET OF LOTS 14 THROUGH 20, INCLUSIVE, BLOCK 212, OF SAID PLAT;

ALSO TOGETHER WITH THAT PORTION OF VACATED ALLEY THROUGH BLOCK 212 LYING NORTH OF THE SOUTH LINES OF LOTS 6 AND 21, EXTENDED THROUGH SAID ALLEY;

ALSO TOGETHER WITH THAT PORTION OF VACATED FIRST STREET LYING BETWEEN CARLYLE AVENUE AND FIDALGO AVENUE ABUTTING SAID LOTS;

ALSO TOGETHER WITH THAT PORTION OF THE WEST HALF OF VACATED FIDALGO AVENUE LYING BETWEEN THE SOUTH LINE OF LOT 6, BLOCK 212, EXTENDED EAST, AND THE CENTERLINE OF FIRST STREET;

ALSO TOGETHER WITH THE EAST HALF OF VACATED CARLYLE AVENUE LYING BETWEEN THE NORTH LINE OF FRONT STREET AND THE NORTH LINE OF LOT 14, BLOCK 191, EXTENDED WEST.

EXCEPT THE WEST HALF OF VACATED FIDALGO AVENUE ADJOINING LOTS 7-13, BLOCK 172, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING THE EAST 50 FEET OF THE NORTH 232.50 FEET OF THAT PARCEL DELINEATED ON THAT SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 201811200087, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.