

POOR ORIGINAL

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03/03/2022 08:39 AM Pages: 1 of 6 Fees: \$208.50
Skagit County Auditor, WA

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 03/03/2022

REFERENCE #: N/A
GRANTOR: ROONEY'S CIN, LTD.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN BLKS 173, 174, 190 & 213, FIDALGO CITY
(AKA LOTS A, B, AND C, UDO DREWS SURVEY)
PTN NW 1/4, NW 1/4, SEC 19, T34N, R02E
ASSESSOR'S TAX #: P73300 (4101-190-099-0001)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ROONEY'S CIN, LTD.**, a Texas limited partnership ("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. 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.

12. 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.

13. 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 2nd day of March, 2022

OWNER:

ROONEY'S CIN, LTD., a Texas limited partnership

By: CARMODY MANAGEMENT, LLC, a Texas limited liability company

By: [Signature]
CAMERON M. CARMODY, Member and Manager

STATE OF ~~TEXAS~~ Washington
COUNTY OF Skaquit } SS

On this 2nd day of March, 2022, before me, the undersigned, a Notary Public in and for the State of ~~Texas~~ Washington, duly commissioned and sworn, personally appeared CAMERON CARMODY, to me known to be the person who signed as member and manager, of CARMODY MANAGEMENT, LLC, the a Texas limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said CARMODY MANAGEMENT, LLC, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said a Texas limited liability company.

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

Notary Public
State of Washington
Robert S Dillard
Commission No. 185589
Commission Expires 07-01-24

[Signature]
(Signature of Notary)
Robert S. Dillard
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of ~~Texas~~ Washington,
residing at Whatcom Co, WI

My Appointment Expires: 07-01-2024

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

ROONEY'S CIN, LTD., a Texas limited partnership

By: CARMODY MANAGEMENT, LLC, a Texas limited liability company

By: *Cynthia A. Carmody*
CYNTHIA A. CARMODY, Member and Manager

STATE OF ~~TEXAS~~ Washington
COUNTY OF ~~Skagit~~ Skagit) SS Washington

On this 2nd day of March, 2022, before me, the undersigned, a Notary Public in and for the State of ~~Texas~~, duly commissioned and sworn, personally appeared CYNTHIA A. CARMODY, to me known to be the person who signed as member and manager, of CARMODY MANAGEMENT, LLC, the a Texas limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said CARMODY MANAGEMENT, LLC, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said a Texas limited liability company.

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

Notary Public
State of Washington
Robert S Dillard
Commission No. 185589
Commission Expires 07-01-24

Robert S. Dillard
(Signature of Notary)
Robert S. Dillard
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of ~~Texas~~ Washington
residing at Whatcom Co., WA
My Appointment Expires: 07-01-2024

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A":

LOT "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT SURVEY RECORDED AUGUST 21, 2003, UNDER AUDITOR'S FILE No. 200308210049, AND BEING A PORTION OF BLOCKS 174 AND 190, "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, AND PORTIONS OF VACATED STREETS AND ALLEYS ADJACENT THERETO, EXCEPT DECEPTION ROAD, ALSO EXCEPT ERIE STREET.

PARCEL "B":

LOT "B" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT SURVEY RECORDED AUGUST 21, 2003, UNDER AUDITOR'S FILE No. 200308210049, AND BEING A PORTION OF BLOCKS 173 AND 190, "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, AND PORTIONS OF VACATED STREETS AND ALLEYS ADJACENT THERETO, TOGETHER WITH THAT PORTION OF LOTS 6, 7, 8, 9, 10, 11, 12, AND 13, BLOCK 173, "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, TOGETHER WITH THOSE PORTIONS OF VACATED ALLEY, VACATED SECOND STREET, AND VACATED COMMERCIAL AVENUE, LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND 200.00 FEET SOUTH OF THE CENTERLINE OF SAID VACATED THIRD STREET;

EXCEPT THAT PORTION OF LOT "B" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT SURVEY RECORDED AUGUST 21, 2003, UNDER AUDITOR'S FILE No. 200308210049, AND BEING MORE PARTICULARLY DESCRIBED AS LOTS 21, 22, 23, 24, 25, AND 26, BLOCK 173, "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, TOGETHER WITH THOSE PORTIONS OF VACATED ALLEY, VACATED THIRD STREET AND VACATED FIDALGO AVENUE, LYING NORTHERLY OF A LINE DRAWN PARALLEL WITH AND 185.56 FEET SOUTH OF THE CENTERLINE OF SAID VACATED THIRD STREET.

PARCEL "C":

LOT "C" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT SURVEY RECORDED AUGUST 21, 2003, UNDER AUDITOR'S FILE No. 200308210049, AND BEING A PORTION OF BLOCKS 190 AND 213, "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, AND PORTIONS OF VACATED STREETS AND ALLEYS ADJACENT THERETO, EXCEPT DECEPTION ROAD.

ALSO EXCEPT FRONT STREET.

PARCEL "D":

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,

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.