

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 04/08/2022



EASEMENT

REFERENCE #:
GRANTOR (Owner): **MJB PROPERTIES LLC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptns SW & SE, NW19-35N-02E and NE, SW19-35N-02E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P78000 (4198-000-041-0005), P32941 (350219-0-031-0009), P32915 (350219-0-007-0009), P32929 (350219-0-021-0001), P32913 (350219-0-006-0109) & P32943 (350219-0-032-0107)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MJB PROPERTIES LLC**, 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 SIX (6) 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This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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. 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 28th day of March, 2022.

OWNER:

MJB PROPERTIES LLC,
a Washington limited liability company

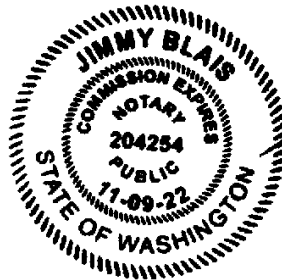
By: 
Gary M. Merlino, Manager


STATE OF WASHINGTON)

COUNTY OF King) ss)

On this 28th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gary M. Merlino**, to me known to be the person who signed as **Manager**, of **MJB PROPERTIES 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 **MJB PROPERTIES LLC** for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said **MJB PROPERTIES LLC**.

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




(Signature of Notary)

Jimmy Blais
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Appointment Expires: 11/09/22

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

OWNER:

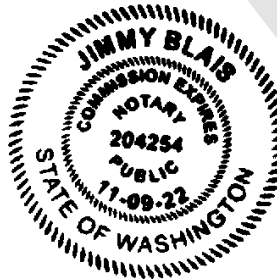
MJB PROPERTIES LLC,
a Washington limited liability company

By: 
John Jones, Manager

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 28th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Jones, to me known to be the person who signed as Manager, of MJB PROPERTIES 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 MJB PROPERTIES LLC for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said MJB PROPERTIES LLC.

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




(Signature of Notary)

Jimmy Blais
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Appointment Expires: 11/09/22

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL A: P78000 / 4198-000-041-0005

TRACTS 36 THROUGH 41, ANACORTES INDUSTRIAL PARK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON;
EXCEPT THAT PORTION OF SAID TRACT 41 LYING SOUTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF 22ND STREET AS SHOWN ON SAID PLAT;

TOGETHER WITH THAT PORTION OF "S" AVENUE AND 21ST STREET ADJOINING, VACATED UNDER ORDINANCE NO. 1487, RECORDED UNDER RECORDING NO. 732791, AND ORDINANCE NO. 1637, RECORDED UNDER RECORDING NO. 813365, AND TOGETHER WITH 20TH STREET AND 21ST STREET ADJOINING, VACATED UNDER ORDINANCE NO. 1476, RECORDED UNDER RECORDING NO. 732790, WHICH UPON SAID VACATION REVERTED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL J: P32941 / 350219-0-031-0009

ALL THAT PORTION OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTH LINE OF SAID GOVERNMENT LOT 2 INTERSECTS THE WEST LINE OF PLATE NO. 10, ANACORTES TIDE AND SHORE LANDS OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M., ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE WITH THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON;
THENCE WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2 TO THE EAST LINE OF "R" AVENUE PRODUCED SOUTH;
THENCE NORTH ALONG THE EAST LINE OF "R" AVENUE PRODUCED TO THE NORTH LINE OF THE ALLEY BETWEEN 18TH AND 19TH STREETS, IF THE SAME WERE PRODUCED EAST;
THENCE EAST ON THE PRODUCTION OF THE NORTH LINE OF SAID ALLEY TO THE WEST LINE OF SAID PLATE NO. 10, ANACORTES TIDE AND SHORE LANDS, OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M.;
THENCE SOUTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING;
TOGETHER WITH PORTION OF "R" AVENUE ADJOINING ON THE WEST AS VACATED BY ORDINANCE NO. 1834 RECORDED UNDER RECORDING NO. 8012020004, WHICH UPON SAID VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL L: P32915 / 350219-0-007-0009

ALL THAT PORTION OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH LINE OF 18TH STREET PRODUCED EAST INTERSECTS THE EAST LINE OF "R" AVENUE PRODUCED SOUTH;
THENCE SOUTH ALONG THE EAST LINE OF SAID "R" AVENUE PRODUCED TO THE NORTH LINE OF THE ALLEY BETWEEN 18TH AND 19TH STREETS, IF THE SAME WERE PRODUCED EAST;
THENCE EAST ALONG THE PRODUCTION OF THE NORTH LINE OF SAID ALLEY TO THE WEST LINE OF PLATE NO. 10, ANACORTES TIDE AND SHORE LANDS OF SECTION 19, TOWNSHIP 35, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M., ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLATE NO. 10 TO THE NORTH LINE OF 18TH STREET PRODUCED EAST;
THENCE WEST TO THE POINT OF BEGINNING;
TOGETHER WITH A PORTION OF THE EAST HALF OF "R" AVENUE ADJOINING ON THE WEST AS VACATED BY ORDINANCE NO. 1834, RECORDED UNDER RECORDING NO. 8012020004. WHICH UPON SAID VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL M: P32929 / 350219-0-021-0001

BEGINNING AT A POINT WHERE THE EAST LINE OF "R" AVENUE PRODUCED SOUTH INTERSECTS THE NORTH LINE OF 18TH STREET PRODUCED EAST;
THENCE NORTH ALONG THE EAST LINE OF "R" AVENUE PRODUCED A DISTANCE OF 65 FEET;
THENCE EASTERLY 222 FEET, MORE OR LESS, AND PARALLEL WITH THE NORTH LINE OF 18TH STREET PRODUCED TO THE WEST LINE OF PLATE NO. 10, ANACORTES TIDE AND SHORE LANDS OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M.;
THENCE SOUTHERLY ALONG SAID WEST LINE 67 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH LINE OF 18TH STREET PRODUCED EAST;
THENCE WESTERLY 206 FEET, MORE OR LESS, ALONG THE NORTH LINE OF 18TH STREET PRODUCED TO THE POINT OF BEGINNING;
ALSO BEGINNING AT A POINT WHERE THE EAST LINE OF "R" AVENUE PRODUCED SOUTH INTERSECTS THE SOUTH LINE OF 17TH STREET PRODUCED EAST;
THENCE SOUTHERLY ALONG THE EAST LINE OF "R" AVENUE PRODUCED 151 FEET;
THENCE EASTERLY AND PARALLEL WITH THE NORTH LINE OF 18TH STREET PRODUCED EAST A DISTANCE OF 222 FEET, MORE OR LESS, TO THE WEST LINE OF PLATE NO. 10, ANACORTES TIDE AND SHORE LANDS OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M.;
THENCE NORTHERLY ALONG SAID PLAT NO. 10 A DISTANCE OF 157 FEET, MORE OR LESS, TO THE SOUTH LINE OF 17TH STREET PRODUCED EAST;
THENCE WESTERLY ALONG THE SOUTH LINE OF 17TH STREET PRODUCED 268 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
TOGETHER WITH THE SOUTH HALF OF 17TH STREET ADJOINING ON THE NORTH AS VACATED UNDER ORDINANCE NO. 745 AND ALSO ALL THAT PART OF THE EAST HALF OF VACATED "R" AVENUE ADJOINING ON THE WEST AS VACATED UNDER ORDINANCE NO. 783, WHICH UPON SAID VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL N: P32913 / 350219-0-006-0109 AND P32943 / 350219-0-032-0107

ALL THAT PORTION OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT THE INTERSECTION OF THE EAST LINE OF "Q" AVENUE AND A LINE 152 FEET NORTH OF THE CENTERLINE OF VACATED 17TH STREET;
THENCE EAST PARALLEL TO SAID CENTERLINE OF VACATED 17TH STREET TO THE WEST LINE OF TRACT 17, PLATE NO. 10, ANACORTES TIDE AND SHORE LANDS IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE W.M., ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON;
THENCE SOUTHERLY ALONG SAID WEST LINE OF TRACT 17 TO THE CENTERLINE OF VACATED 17TH STREET;
THENCE WEST ALONG SAID CENTERLINE OF VACATED 17TH STREET TO THE EAST LINE OF "Q" AVENUE;
THENCE NORTH 152 FEET TO THE POINT OF BEGINNING.;**

**EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF ANACORTES BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 8012020005, RECORDS OF SKAGIT COUNTY;
TOGETHER WITH THAT PORTION OF "R" AVENUE AS VACATED BY ORDINANCE NO. 745, LYING NORTH OF THE CENTERLINE OF VACATED 17TH STREET PRODUCED EAST, WHICH UPON SAID VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.**

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.