

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 #: N/A
GRANTOR: CITY OF SEDRO WOOLLEY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SW ¼, NE ¼, SEC 25, T35N, R04E
ASSESSOR'S TAX #: P37643 (350425-1-002-0002), P37639 (350425-1-001-0201)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF SEDRO WOOLLEY**, a municipal corporation ("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 7th day of April, 2022.

OWNER:

CITY OF SEDRO WOOLLEY, a municipal corporation

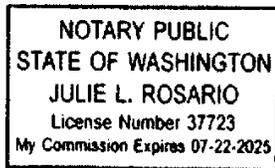
By: Julie Johnson

Title: MAYOR

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 7 day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Julie Johnson Mayor, to me known to be the person who signed as Mayor of the **CITY OF SEDRO WOOLLEY**, the municipal corporation 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 **CITY OF SEDRO WOOLLEY**, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said municipal corporation.

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



Julie Rosario
(Signature of Notary)

Julie Rosario
(Print or stamp name of Notary)

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

My Appointment Expires: 7/22/2025

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL P37643 (350425-1-002-0002):

ALL THAT PORTION OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF RAILROAD AVENUE, 223.9 FEET SOUTH AND 243.2 FEET EAST OF THE INTERSECTION OF THE CENTERLINES OF THIRD AVENUE AND STERLING STREETS ACCORDING TO THE PLAT OF TOWN OF SEDRO, RECORDED IN VOL. 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT, COUNTY, WASHINGTON; THENCE SOUTH 55°21' EAST, ALONG SAID SOUTH LINE OF RAILROAD AVENUE, A DISTANCE OF 230.8 FEET; THENCE EAST, ALONG THE SOUTH LINE OF ALEXANDER STREET, A DISTANCE OF 230.8 FEET; THENCE EAST, ALONG THE SOUTH LINE OF ALEXANDER STREET, A DISTANCE OF 336 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 19°30' WEST, ALONG AN EXISTING FENCE LINE, 258 FEET; THENCE SOUTH 450 FEET; THENCE WEST 260 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF A TRACT OF LAND CONVEYED TO FRANCIS X. KARWACKI AND KATHLEEN C. KARWACKI UNDER AUDITOR'S FILE NO. 509550; THENCE NORTH 592 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID KARWACKI PROPERTY; THENCE WEST 167 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE UNION OIL COMPANY OF CALIFORNIA UNDER AUDITOR'S FILE NO. 167006; THENCE NORTH 25°02' WEST 170 FEET; THENCE NORTH 120 FEET, MORE OR LESS, TO THE SOUTH LINE OF RAILROAD AVENUE; THENCE SOUTH 55°21' EAST 72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL P37639 (350425-1-001-0201):

THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF RAILROAD AVENUE 223.90 FEET SOUTH AND 243.20 FEET EAST OF THE INTERSECTION OF THE CENTERLINES OF THIRD AVENUE AND STERLING STREET ACCORDING TO THE PLAT OF THE TOWN OF SEDRO AS RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 55°21' EAST ALONG SAID SOUTH LINE OF RAILROAD AVENUE, A DISTANCE OF 230.80 FEET; THENCE EAST ALONG THE SOUTH LINE OF ALEXANDER STREET, A DISTANCE OF 336.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION; WHICH POINT IS THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY WILLIAM H. GOANS, A BACHELOR, TO ROBERT G. LEMLEY AND SHIRLEY M. LEMLEY, HUSBAND AND WIFE, BY THAT WARRANTY DEED DATED MAY 15, 1964, AND RECORDED MAY 18, 1964, UNDER AUDITOR'S FILE NO. 6506773; THENCE SOUTH 19°30' WEST ALONG THE WEST LINE OF SAID LEMLEY TRACT AND THE EAST LINE OF THAT TRACT OF LAND CONVEYED BY WILLIAM H. GOANS TO THE CITY OF SEDRO WOOLLEY BY THAT WARRANTY DEED DATED MARCH 12, 1956, AND RECORDED JULY 2, 1956 UNDER AUDITOR'S FILE NO. 538237, A DISTANCE OF 258.00 FEET; THENCE EAST, A DISTANCE OF 86.12 FEET; THENCE NORTH A DISTANCE OF 243.21 FEET TO THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION.

SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.