

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 08/25/2022



EASEMENT

REFERENCE #: N/A
GRANTOR: THE CITY OF SEDRO-WOOLLEY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn NW ¼, NW ¼, SW ¼ Sec. 24, T 35 N, R 04 E, W.M.,
ASSESSOR'S TAX #: P37514 (350424-0-129-0003)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF SEDRO-WOOLLEY**, a municipal corporation ("Grantor"), hereby grants and conveys, including any hereafter acquired rights or title 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, AS SHOWN ON EXHIBIT "B".

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. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor 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 Grantor from and against liability incurred by Grantor 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 Grantor for that portion of any such liability attributable to the negligence of Grantor, 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 Grantor, 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 Grantor 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. Grantor further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE BELOW DESCRIBED PARCELS LYING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST W.M., LYING WEST OF THE WEST LINE OF WESTERN STREET, NORTH OF THE NORTH LINE OF HARRISON STREET, EAST OF THE EAST LINE OF WEST FERRY STREET, AND SOUTH OF THE SOUTH LINE OF COOK ROAD.

PARCEL D – SOURCE: QUIT CLAIM DEED AFN 557411

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY AND WEST OF THE WEST LINE OF NELSON STREET, AS THE SAME IS LAID OUT AND ESTABLISHED IN THE RECORDED PLAT OF WEST ADDITION TO THE TOWN OF WOOLLEY, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO-WIT: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 20 FEET SOUTH OF THE WEST QUARTER SECTION CORNER; THENCE SOUTH ALONG THE WEST LINE OF THE SECTION TO THE NORTH LINE OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY; THENCE EASTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 216.6 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE SECTION TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST TO THE PLACE OF BEGINNING; ALSO EXCEPTING THE NORTH 20 FEET AND COUNTY ROADS; ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NELSON STREET AND THE SOUTH MARGINAL LINE OF THE COUNTY HIGHWAY, KNOWN GENERALLY AS THE COOK ROAD, RUNNING THENCE SOUTH ALONG THE WEST LINE OF NELSON STREET, 10 1/2 RODS; THENCE WEST 7 RODS; THENCE NORTH PARALLEL TO NELSON STREET TO THE SOUTH LINE OF THE COOK ROAD; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL E – SOURCE: WARRANTY DEED AFN 557480

A TRACT IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF NELSON STREET IN THE CITY OF SEDRO-WOOLLY, WASHINGTON, 70.46 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF NELSON STREET WITH THE CENTER LINE OF FERRY STREET PROJECTED WEST; THENCE NORTH ALONG THE WEST LINE OF NELSON STREET 489.75 FEET; THENCE NORTH 89°24' WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 115.5 FEET; THENCE NORTH 173.25 FEET TO THE SOUTH LINE OF THE COUNTY ROAD, KNOWN AS THE COOK ROAD; THENCE SOUTH 89°24' EAST ALONG THE SOUTH LINE OF SAID ROAD 115.5 FEET TO THE WEST LINE OF NELSON STREET; THENCE SOUTH ALONG THE WEST LINE OF NELSON STREET 173.25 FEET TO THE POINT OF BEGINNING.

PARCEL S – SOURCE: WARRANTY DEED AFN 558702

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF WESTERN AVENUE, (FORMERLY NELSON STREET), AS SAID NELSON STREET, IS LAID OUT AND ESTABLISHED IN THE RECORDED PLAT OF WEST ADDITION TO THE TOWN OF WOOLLEY (NOW A PART OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON) 460.21 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF WESTERN AVENUE, WITH THE CENTER LINE OF FERRY STREET PROJECTED

WEST; THENCE NORTH ALONG THE WEST LINE OF WESTERN AVENUE, 100 FEET; THENCE NORTH 89°24' WEST 115.5 FEET; THENCE NORTH 8.25 FEET; THENCE NORTH 89°24' WEST 109.89 FEET; THENCE SOUTH 1°32'20" EAST 110.52 FEET; THENCE EAST 222.4 FEET TO THE POINT OF BEGINNING.

PARCEL O – SOURCE: WARRANTY DEED AFN 557920

A TRACT OF LAND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF WESTERN AVENUE (FORMERLY NELSON STREET) AS SAID NELSON STREET IS LAID OUT AND ESTABLISHED IN THE RECORDED PLAT OF WEST ADDITION TO THE TOWN OF WOOLLEY (NOW A PART OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON) 360.21 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF WESTERN AVENUE WITH THE CENTER LINE OF FERRY STREET PROJECTED WEST; THENCE NORTH ALONG THE WEST LINE OF WESTERN AVENUE 100 FEET; THENCE WEST 222.4 FEET; THENCE SOUTH 1°32'20" EAST 100.04 FEET; THENCE EAST 219.70 FEET TO THE POINT OF BEGINNING.

PARCEL B1 – SOURCE: CORRECTION WARRANTY DEED AFN 556608

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF WESTERN AVE. (FORMERLY NELSON ST.) AS SAID NELSON ST. IS LAID OUT AND ESTABLISHED IN THE RECORDED PLAT OF WEST ADDITION TO THE TOWN OF WOOLLEY (NOW A PART OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON) 560.21 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF WESTERN AVE. WITH THE CENTER LINE OF FERRY ST. PROJECTED WEST; THENCE NORTH 89°24' WEST 115.5 FEET; THENCE NORTH 8.25 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE NORTH 89°24' WEST 109.89 FEET; THENCE NORTH 1°32'20" WEST 165.12 FEET TO THE SOUTH LINE OF THE COUNTY ROAD; RUNNING THENCE SOUTH 89°24' EAST ALONG THE SOUTH LINE OF SAID ROAD 114.34 FEET; THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

