

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 08/30/2022

EASEMENT

REFERENCE NO: N/A

GRANTOR: **BACK FORTY PROPERTIES, LLC**GRANTEE: **PUGET SOUND ENERGY, INC.**SHORT LEGAL: **PTNS SE ¼, NE ¼ & NE ¼, SE ¼, SEC 29, TWN 36 N, 04 E****PTNS SW ¼, NW ¼ & NW ¼, SW ¼, SEC 28, TWN 36 N, RNG 04 E**ASSESSOR'S TAX NOS: **P50264 / 360429-1-012-0005; P50191 / 360428-3-004-0002****P50186 / 360428-2-005-0003; P50320 / 360429-4-001-0002**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BACK FORTY PROPERTIES, LLC**, a Washington limited liability company ("Grantor"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, 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 ("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 PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described Property.

This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.

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-

HUMPHREY HILL RD
WO#105100522 /RW-127523
NE & SE29-36N-04E
NW & SW28-36N-04E
PAGE 1 OF 5

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. 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

HUMPHREY HILL RD
WO#105100522 /RW-127523
NE & SE29-36N-04E
NW & SW28-36N-04E
PAGE 2 OF 5

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 20th day of August, 20 22.

BACK FORTY PROPERTIES, LLC:

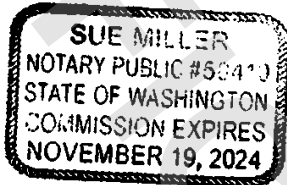

By: Michael Clothier
Its: Member/Manager


By: Shanna Clothier
Its: Member/Manager

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM) SS

On this 20th day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHAEL CLOTHIER**, to me known to be the person who signed as **MEMBER/MANAGER** of **BACK FORTY PROPERTIES, LLC**, a Washington, limited liability company, who 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 limited liability company for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

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



Sue Miller
(Signature of Notary)
SUE MILLER
(Print or stamp name of Notary)

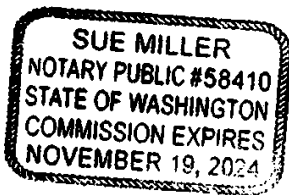
NOTARY PUBLIC in and for the State of Washington, residing at SEDRO WOOLLEY
My Appointment Expires: 11-19-2024

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

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM) SS

On this 20th day of AUGUST, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SHANNA CLOTHIER**, to me known to be the person who signed as **MEMBER/MANAGER** of **BACK FORTY PROPERTIES, LLC**, a Washington, limited liability company, who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said limited liability company.

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



Sue Miller
(Signature of Notary)
SUE MILLER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at SEDRO WOOLLEY
My Appointment Expires: 11-19-2024

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

HUMPHREY HILL RD
WO#105100522 /RW-127523
NE & SE29-36N-04E
NW & SW28-36N-04E
PAGE 4 OF 5

EXHIBIT "A"
(Legal Description)

That portion of the South half of the South half of the Northeast quarter; and that portion of the North half of the North half of the Southeast quarter in Section 29, Township 36 North, Range 4 East, W.M., lying East of existing road (formerly old logging grade right of way).

ALSO, the South half of the Southwest quarter of the Northwest quarter and the North half of the Northwest quarter of the Southwest quarter of Section 28, Township 36 North, Range 4 East, W.M.

Situate in Skagit County, Washington.

HUMPHREY HILL RD
WO#105100522 /RW-127523
NE & SE29-36N-04E
NW & SW28-36N-04E
PAGE 5 OF 5