

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 12/15/2022

**EASEMENT**

REFERENCE #: N/A
GRANTOR: JJMD INVESTMENTS, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn SE 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST
ASSESSOR'S TAX #: P36908 (350419-1-012-0008)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JJMD INVESTMENTS, LLC, a Washington limited liability company ("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:

EASEMENT AREA NO. 1:

AN EASEMENT AREA TEN (10) 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; GENERALLY LOCATED ALONG OLD HIGHWAY 99 NORTH ROAD RIGHT-OF-WAY.

EASEMENT AREA NO. 2:

ALL AREAS LOCATED WITHIN A FIVE (5) 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.

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.

11. Severability. Invalidity 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.

12. 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 12 day of December, 2022.

OWNER:

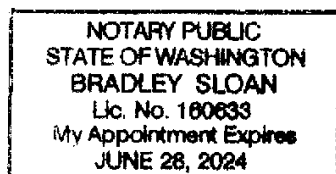
JJMD INVESTMENTS, LLC,
a Washington limited liability company

By: [Signature]
JAMES JAY DUFFY, managing member

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 12 day of December, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES JAY DUFFY**, to me known to be the person(s) who signed as managing member, of **JJMD INVESTMENTS, LLC**, the 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 **JJMD INVESTMENTS, 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 company.

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



[Signature]
(Signature of Notary)

Bradley Sloan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at Mount Vernon

My Appointment Expires: 6-28-2024

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

LEGAL DESCRIPTION SOURCE: JJMD INVESTMENTS, LLC PARCEL DESCRIPTION AFTER BOUNDARY LINE ADJUSTMENT (P-36908) QUIT CLAIM DEED FOR BOUNDARY LINE ADJUSTMENT AFN 200901210065.

THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS "A", "B" AND "C" LYING SOUTHERLY OF AN ARC LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF PARCEL "A" BELOW DESCRIBED, 1,000 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTERLINES OF COOK ROAD AND INTERSTATE 5;
THENCE **EASTERLY** ALONG THE ARC OF A CURVE WHOSE RADIUS IS 1,000 FEET AND WHOSE CENTRAL POINT IS SAID INTERSECTION OF THE CENTERLINE OF COOK ROAD AND INTERSTATE 5 TO THE WESTERLY LINE OF THE SAM BELL ROAD RIGHT OF WAY AND THE TERMINUS OF THIS ARC LINE.

PARCEL "A"

LOT B, SHORT PLAT No. 22-82, APPROVED JULY 29, 1982, RECORDED JULY 29, 1982 IN BOOK 6 OF SHORT PLATS, PAGE 6, UNDER AUDITOR'S FILE No 8207290006 AND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

EXCEPTING THEREFROM THE SOUTH 40 FEET OF THE WEST 200 FEET OF SAID LOT B AS MEASURED ALONG THE WEST AND SOUTH LINES THEREOF;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITIES OVER, UNDER AND ACROSS REGENCY PLACE AS THE SAME IS SHOWN ON THE FACE OF SAID SHORT PLAT No. 22-82.

PARCEL "B"

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WHAT IS COMMONLY KNOWN AS THE S.L. BELL ROAD, AS SAID ROAD EXISTED ON AUGUST 9, 1920, WHERE SAID WESTERLY LINE INTERSECTS THE NORTH LINE OF SAID SUBDIVISION;
THENCE **WEST** ALONG THE SAID NORTH LINE, 436 FEET;
THENCE **SOUTHERLY AND EASTERLY** PARALLEL WITH THE WESTERLY LINE OF THE ABOVE MENTIONED S.L. BELL ROAD, 500 FEET;
THENCE **EASTERLY** AT RIGHT ANGLES TO A POINT ON THE WESTERLY LINE OF SAID S.L. BELL ROAD THAT IS 500 FEET SOUTHEASTERLY AS MEASURED ALONG SAID ROAD, FROM THE POINT OF BEGINNING;
THENCE **NORTHERLY AND WESTERLY** ALONG SAID WESTERLY LINE, 500 FEET TO THE POINT OF BEGINNING;

PARCEL "C"

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE **NORTH 87°32'12" WEST** ALONG THE NORTH LINE OF SAID SUBDIVISION 711.36 FEET TO THE WEST RIGHT OF WAY LINE OF OLD 99 HIGHWAY;
THENCE **SOUTH 5°37'37" EAST** ALONG SAID HIGHWAY RIGHT OF WAY, 500 FEET TO THE TRUE POINT OF BEGINNING;
THENCE **NORTH 87°32'12" WEST**, 436.0 FEET;
THENCE **SOUTH 81°47'07" EAST**, 444.57 FEET TO THE WEST LINE OF OLD 99 HIGHWAY;
THENCE **NORTH 5°37'37" WEST** ALONG SAID LINE, 45.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED "TRACT X":

TRACT "X"

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT B, SHORT PLAT 22-82, 1,000.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTERLINES OF COOK ROAD AND INTERSTATE 5;
 THENCE SOUTH 20°11'00" EAST ALONG SAID WEST LINE OF LOT B, SHORT PLAT No 22-82 FOR A DISTANCE OF 176.63 FEET TO AN ANGLE POINT ON SAID WEST LINE;
 THENCE SOUTH 37°46'43" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 370.32 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE SOUTH 40 FEET OF THE WEST 200 FEET OF SAID LOT B (AS MEASURED ALONG THE WEST AND SOUTH LINES THEREOF);
 THENCE NORTH 52°13'17" EAST ALONG THE NORTHERLY LINE OF SAID SOUTH 40 FEET OF THE WEST 200 FEET FOR A DISTANCE OF 200.00 FEET TO THE NORTHEASTERLY CORNER THEREOF;
 THENCE SOUTH 37°46'43" EAST ALONG THE EASTERLY LINE OF SAID SOUTH 40 FEET OF THE WEST 200 FEET, OR EASTERLY LINE EXTENDED, FOR A DISTANCE OF 74.53 FEET;
 THENCE NORTH 15°04'59" WEST FOR A DISTANCE OF 128.79 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 30°08'06" AN ARC DISTANCE OF 278.76 FEET, MORE OR LESS, TO A CUSP ON A NON-TANGENT CURVE (BEING THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL);
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING AN INITIAL TANGENT BEARING OF NORTH 77°23'34" WEST, A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 12°52'10", AN ARC DISTANCE OF 224.61 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT B, SHORT PLAT 22-82; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 13°36'21" AN ARC DISTANCE OF 237.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

END TRACT "X"

AND ALSO EXCEPT THAT PORTION OF LOT B, SHORT PLAT No. 22-82, APPROVED JULY 29, 1982 AND RECORDED JULY 29, 1982 IN BOOK 6 OF SHORT PLATS, PAGE 6, UNDER AUDITOR'S FILE No 8207290006 AND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT B, SHORT PLAT No. 22-82, ALSO BEING THE NORTHEAST CORNER OF LOT 3, SKAGIT COUNTY BINDING SITE PLAN No. PL-04-0916, APPROVED APRIL 14, 2005 AND RECORDED APRIL 20, 2005, UNDER SKAGIT COUNTY AUDITOR'S FILE No. 200504200093; THENCE ALONG THE NORTHERLY AND NORTHEASTERLY LINE OF SAID LOT 3 (BEING THE COMMON LINE WITH SAID LOT B, SHORT PLAT No. 22-82) SOUTH 84°24'30" WEST FOR A DISTANCE OF 53.05 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 24°02'00", AN ARC DISTANCE OF 41.95 FEET TO AN ANGLE POINT ON SAID NORTH LINE;
 THENCE SOUTH 24°37'28" WEST FOR A DISTANCE OF 37.67 FEET TO A POINT ON A NON-TANGENT CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING AN INITIAL TANGENT BEARING OF NORTH 65°22'32" WEST, A RADIUS OF 118.60, THROUGH A CENTRAL ANGLE OF 27°35'49", AN ARC DISTANCE OF 57.12 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 37°46'43" WEST FOR A DISTANCE OF 40.40 FEET;
 THENCE LEAVING SAID NORTHERLY AND NORTHEASTERLY LINE OF LOT 3 NORTH 52°28'45" EAST FOR A DISTANCE OF 206.13 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT B, SHORT PLAT No 22-82 AT A POINT BEARING NORTH 5°35'30" WEST FROM THE POINT OF BEGINNING;
 THENCE SOUTH 5°35'30" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 158.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.