

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 01/10/2023

**EASEMENT**

GRANTOR: **VWA-Mount Vernon, LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTNS LOTS 1, 2, 6 & 7 BLA ENGR19-0308 AFN 201910280074, AKA LOT A
BLA 202109170121**
ASSESSOR'S TAX #: **8100-000-006-0000 / P134974**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VWA-Mount Vernon, LLC**, an Ohio 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 INCORPORATED BY REFERENCE.

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:

THE SOUTH 10 FEET OF THAT PORTION OF THE PROPERTY FORMERLY KNOWN AS BLOCK 1 OF "PICKEN'S ADDITION TO THE TOWN OF MOUNT VERNON" AS PER THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE SOUTH 10 FEET OF THAT PORTION OF VACATED 6TH STREET ABUTTING LOTS 1 AND 16, AS VACATED UNDER CITY OF MOUNT VERNON ORDINANCE #3787 (AFN NO. 201908270086), ALL OF THE ABOVE DESCRIBED AND SHOWN AS BEING A PORTION OF LOT 7 OF BLA ENGR19-0308.

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. 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.

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 5th day of JAN., ~~2022~~
2023

OWNER: **VWA-Mount Vernon, LLC**
An Ohio limited liability company

By: Dominic A. Visconsi, Jr.
Dominic A. Visconsi, Jr.

STATE OF OHIO)
COUNTY OF CUYAHOGA)^{ss}

On this 5th day of JANUARY, ~~2022~~ 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Dominic A. Visconsi, Jr.**, to me known or proved by satisfactory evidence to be the person who signed as **Managing Member of VWA-Mount Vernon, LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/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 he/she was authorized to execute the said instrument on behalf of said limited liability company.

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

Donna J. Swidarski
(Signature of Notary)
DONNA J. SWIDARSKI
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, OHIO
residing at HUDSON, OH
My Appointment Expires: 5-26-24

Notary seal, text and all notations must not be placed within 1" margins

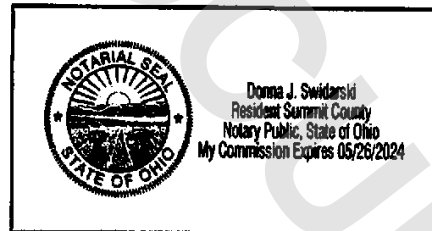


EXHIBIT A**LOT A:**

THAT PORTION OF LOTS 1, 2, 6 AND 7, CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED UNDER SKAGIT COUNT AUDITOR'S FILE NO. 201910040056,

TOGETHER WITH ALL OF THE FORMER REMNANT RAILROAD PROPERTY AS DEEDED TO VWA-MOUNT VERNON, LLC UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910280074,

AND TOGETHER WITH A PORTION OF THE PROPERTY CONVEYED TO VWA-MOUNT VERNON, LLC BY THE CITY OF MOUNT VERNON UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040083, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6;
THENCE ALONG THE WEST LINE THEREOF NORTH 01°50'50" EAST 50.00 FEET;
THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°53'12" EAST 148.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 6;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 88°06'48" EAST 178.01 FEET TO THE WEST LINE OF LOT 3 OF SAID BOUNDARY LINE ADJUSTMENT, ALSO BEING THE WEST MARGIN OF A RIGHT OF WAY DEEDED TO THE CITY OF MOUNT VERNON UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170166;
THENCE ALONG SAID WEST MARGIN SOUTH 01°53'12" WEST 46.00 FEET;
THENCE ALONG THE SOUTH MARGIN OF SAID RIGHT OF WAY SOUTH 88°06'48" EAST 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 7;
THENCE CONTINUING ALONG SAID SOUTH MARGIN SOUTH 88°06'48" EAST 19.00 FEET;
THENCE ALONG THE EAST MARGIN OF SAID RIGHT OF WAY NORTH 01°53'12" EAST 44.46 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 73°02'51" EAST A DISTANCE OF 28.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°09'39" A DISTANCE OF 34.78 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID LOT 2;
THENCE ALONG SAID NORTH LINE SOUTH 88°06'48" EAST 96.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 SOUTH 01°53'12" WEST 43.00 FEET;
THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 140.62 FEET TO THE WEST MARGIN OF THE INTERSTATE 5 RIGHT OF WAY;
THENCE SOUTHEASTERLY ALONG SAID WEST MARGIN TO THE SOUTHEAST CORNER OF SAID LOT 7;
THENCE ALONG THE SOUTH LINE OF SAID LOTS 7 AND 6 NORTH 88°09'10" WEST 541.54 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.

ALFCO

LOT 4

BOUNDARY LINE ADJUSTMENT

CITY OF MOUNT VERNON
BOUNDARY LINE ADJUSTMENT
NO. ENGR18-0308

LOT 3

LOT 2

LOT 1

LOT 6

LOT 7

LOT 8

BLOCK 1

BLOCK 2

BLOCK 3

AF #201810040056

6TH STREET (VAC.)

INTERSTATE 5 (SR 5)

EASEMENT AREA

N88°09'10"W

V. 2 PG. 84

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