

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 04/24/2023

**AGREEMENT AND EASEMENT FOR ELECTRIC SYSTEM**REFERENCE NO: **N/A**GRANTOR: **1770 PORT DRIVE LLC**GRANTEE: **PUGET SOUND ENERGY, INC.**SHORT LEGAL: **LOT 20, HOPPER ROAD BUSINESS PARK 2ND REVISED BSP (AF# 200506280192)**ASSESSOR'S TAX NO: **P116593 / 8025-000-020-0000**

The Agreement ("Agreement" herein) is made this 19th day of April, 2023, between **1770 PORT DRIVE LLC**, a Washington limited liability company ("Grantor" herein); and **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein). For good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor conveys and warrants to PSE, subject to the terms and conditions set forth herein, a perpetual non-exclusive easement over, under, along, across, and through that certain real property (the "Property" herein) located in Skagit County, Washington and legally described as:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Except as may otherwise be set forth in this Agreement, PSE's rights shall be exercised only upon, under, across, and through that portion of the Property (the "Property Right(s)-of-Way" herein), and only over, under, along, across and through that portion of the Building (the "Building Right-of-Way" herein), which Property Right-of-Way and Building Right-of-Way are more particularly described below:

"Property Right-of-Way No. 1": An easement area ten (10) feet wide with five (5) feet on each side of a centerline described as follows: The centerline of PSE's facilities as now constructed or to be constructed, extended or relocated lying within the above described Property, except any portion within that certain Easement to PSE recorded October 10, 2005 under Auditor's File No. 200510100088.

"Property Right-of-Way No. 2": All areas located within a five (5) foot perimeter of the exterior surface of all PSE ground mounted vaults and transformers, except that portion lying within Property Right-of-Way No. 1.

"Building Right-of-Way" An area located within the building structure as now constructed or to be constructed as illustrated in **Exhibit "B"** attached hereto and by this reference incorporated herein.

1. Purpose.

1.1 PSE shall have the right to construct, install, operate, use, maintain, remove, repair, replace, upgrade and extend an electric distribution system, together with all other appurtenant and necessary or convenient facilities and equipment, including the following: 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 (collectively, "Facilities and Equipment" herein) upon, under, across, and through the Property and Building Rights-of-Way with the exception that PSE shall not remove or disturb Grantor-installed Facilities and Equipment without express consent of Grantor. Following the initial construction and installation of PSE's Facilities and Equipment, PSE may, from time to time, construct, install, operate, use, maintain, remove, repair, replace and reasonably enlarge such additional Facilities and Equipment as it may require, provided that said activities do not unreasonably interfere with Grantor's use of the Property and Building, and provided that Grantor be given sufficient prior notice of PSE's intentions and provided that no work be done without Grantor's and PSE's mutual written approval.

1.2 Grantor shall provide an electrical/meter room ("Equipment Rooms" herein), constructed to the specifications of PSE, and located within the Building Right-of-Way. PSE shall further have the right, but not the obligation, to operate, use, maintain and repair said Equipment Rooms, and to install all necessary and required Facilities and Equipment within said rooms, together with all appurtenant and necessary or convenient facilities and equipment. PSE shall have exclusive use of said Equipment Rooms except Grantor may install, with PSE's written consent (which shall not be unreasonably withheld or delayed) and maintain within the electrical/meter room facilities and equipment items provided they do not unreasonably interfere with PSE's facilities and equipment, the rights granted herein to PSE or adversely affect the safety of PSE's equipment and facilities.

2. Access; Security.

2.1 PSE shall have the right of free and reasonably safe access to the Rights-of-Way over and across the Property and through the Building to enable PSE to exercise its rights hereunder. In case of emergencies, PSE shall have access at all times; in all other cases PSE shall give Grantor reasonable notice and shall coordinate its activities so as to cause minimum disruption to Grantor's activities on the Property and in the Building.

2.2 Without limiting the generality of the foregoing, and specifically with respect to the Building Right-of-Way, PSE shall further have reasonably safe and free access to the Building such that PSE may access the Building Right-of-Way at all points which PSE and Grantor mutually agree are appropriate. Grantor shall provide PSE with such keys as may be necessary to provide for PSE's safe and free access to the Building. Access to the electric/meter room shall be provided by means of a dual lock system, which allows both Grantor and PSE independent access to said electric/meter room. PSE shall immediately notify Grantor in the event any keys to the electric/meter room are lost, stolen or destroyed.

2.3 Grantor shall provide such reasonable, sufficient and reliable security for the Property so as to protect PSE's Facilities and Equipment against theft, vandalism or other damage or destruction caused by third parties; however, in the event of loss or damage to the property arising from neglect, carelessness, or misuse by the Grantor, the cost of necessary repairs or replacement shall be paid by the Grantor.

3. Obstructions; Landscaping.

3.1 Except with respect to the Building Right-of-Way, PSE may, from time to time with the express consent of Grantor, disrupt the surface of the Property Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in Paragraph 1, provided that said disruption is coordinated in advance with Grantor and that PSE provide restoration per Paragraph 3.3.

3.2 Following the installation of any underground Facilities and Equipment, Grantor may undertake improvements to the area of the Property Right-of-Way, including landscaping, sidewalks, driveways, and parking facilities, provided that said improvements are consistent with Paragraph 4.1 of this Agreement, and provided that Grantor obtain approval from PSE, which approval shall not be unreasonably withheld, with respect to maintaining means of access to the Facilities and Equipment sufficient to allow repair.

3.3 Restoration. Following initial installation and/or repair or enlargement of its Facilities and Equipment, PSE shall restore, to the extent reasonably practicable, the landscaping or other surfaces or portions of the property to the condition it was in immediately prior to such work, unless said work is at the express request of Grantor, in which case Grantor shall be responsible for restoration. All restoration, which is the responsibility of PSE, shall be performed as soon as reasonably possible following completion of any work, and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of the Property.

4. Grantor's Use of Right-of-Way.

4.1 Grantor reserves the right to use Property and Building Rights-of-Way for any purpose not inconsistent with the rights herein granted, including the construction of planters, sidewalks driveways, parking structures, building structures, and other structures not yet contemplated, provided that Grantor and PSE mutually agree that said structures do not unreasonably interfere with PSE's exercise of its rights herein granted.

4.2 Following installation of PSE's Facilities and Equipment within the Rights-of-Way, no digging, tunneling or other activity shall be done with respect to the Property which would impair, disturb or otherwise unreasonably interfere with the security and structural integrity of PSE's Facilities and Equipment.

5. Costs of Construction and Maintenance.

5.1 The Equipment Rooms shall conform to all applicable Standards for fire protection, oil containment, and structural integrity. Grantor shall provide, install and maintain sufficient and adequate fire extinguishers and lights in the Equipment Rooms. All doors to the Equipment Room shall have Best cylinder locks compatible with PSE's Master key system or allow for use of PSE's padlocks. Doors to the Equipment Rooms shall be plated in the area of the door lock to prevent forcing of the lock-bolt.

5.2 PSE shall bear the cost and expense of construction, installation and maintenance and removal of PSE's Facilities and Equipment.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining shall become the property of Grantor. No termination shall be deemed to have occurred by PSE's failure to install its systems within the Rights-of-Way.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

8. Title to Equipment and Facilities. Title to all Facilities and Equipment installed, constructed or furnished by PSE shall vest and remain in PSE and shall not be deemed to be fixtures or appurtenances to the Property or the Building.

9. Indemnity. PSE agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of PSE or its 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 or the negligence of others.

10. Attorney's Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

11. Complete Agreement; Amendment; Counterparts. This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Agreement. This Agreement may not be amended except by a written document executed by the authorized representatives of Grantor and PSE. This Agreement 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.

12. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Agreement, 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 rights set forth herein.

13. Severability. Invalidity of any of the provisions contained in this Agreement, 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.

14. 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.

1770 PORT DRIVE LLC:



By: Edward A. Backus
Its: Manager

PUGET SOUND ENERGY, INC.



By: Darby M. Broyles
Its: Supervisor – Real Estate ~~Northwest~~

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 17th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **EDWARD A. BACKUS** to me known to be the person who signed as **MANAGER** of **1770 PORT DRIVE LLC**, a Washington, limited liability company, who 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.

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



Rowan W. Ater
(Signature of Notary)
Rowan W. Ater
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 2571 NE 137th 98125

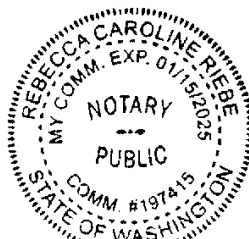
My Appointment Expires: 9/22/26

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

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 19th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DARBY MH BROYLES** to me known to be the person who signed as **SUPERVISOR - REAL ESTATE** ~~NORTHERN~~ of **PUGET SOUND ENERGY, INC.**, a Washington corporation, 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 corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

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



Rebecca Caroline Riebe
(Signature of Notary)
Rebecca Caroline Riebe
(Print or stamp name of Notary)

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

My Appointment Expires: 1/15/25

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

EXHIBIT "A"
(Legal Description)

PARCEL A:

Lot 20, Hopper Road Business Park Second Revised Binding Site Plan, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington.

PARCEL B:

An easement for ingress, egress and utilities across the Northerly portion of Lot 21 as delineated on the face of Hopper Road Business Park Revised Binding Site Plat, as recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington.

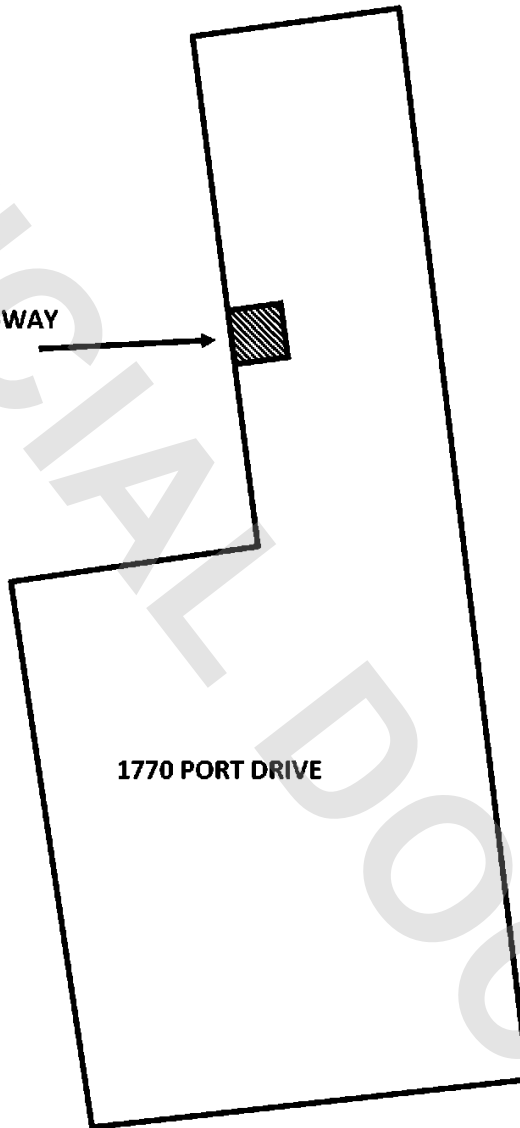
PARCEL C:

A non-exclusive easement for ingress and egress as described in and created by Reciprocal Easement Agreement, upon and subject to the provisions therein contained, dated May 6, 2019, recorded June 19, 2019, under Auditor's File No. 201906190026, records of Skagit County, Washington, except any portion thereof lying within Parcel A.

Situate in Skagit County, Washington.

EXHIBIT "B"
(BUILDING RIGHT-OF-WAY)

**BUILDING RIGHT-OF-WAY
(METER ROOM)**



NOT TO SCALE