

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Right-of-Way
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20236367

May 03 2023

Amount Paid \$18.98
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT

GRANTOR (Owner): EVANGELICAL LUTHERAN CHURCH OF MT. VERNON, WASHINGTON
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOT 2, SHORT PLAT No. PL 12-018, AFN 201206050038
ASSESSOR'S PROPERTY TAX PARCEL: P111842 / 340408-0-013-0100

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **EVANGELICAL LUTHERAN SALEM CHURCH OF MT. VERNON, WASHINGTON**, a Washington non-profit corporation, that acquired title as Salem Lutheran Church ("Owner" herein) hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

LOT 2, SHORT PLAT No. PL 12-018, "SALEM SHORT PLAT", APPROVED MAY 29, 2012, RECORDED JUNE 5, 2012, UNDER AUDITOR'S FILE No. 201206050038, LESS THOSE PORTIONS DEEDED TO THE CITY OF MOUNT VERNON UNDER AUDITOR'S FILE No. 202209200057, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

Anchor No. 1: An Easement Area ten (10) feet in width being five (5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed lying within the above described property commencing at a point on the Northerly line of Hoag Road right of way approximately 9 feet West of new LaVenture Road right of way, as expanded in Warranty Deed recorded under Auditor's File No. 202209200057 and extending Northerly of said new Hoag Road right of way twelve (12) feet.

Anchor No. 2: An Easement Area ten (10) feet in width being five (5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed lying within the above described property commencing at a point on the Northerly line of Hoag Road right of way approximately 175 feet West of LaVenture Road right of way, as expanded in Warranty Deed recorded under Auditor's File No. 202209200057 and extending Northerly of said new Hoag Road right of way eleven (11) feet.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto.

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

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 21 day of March, 2023.

OWNER:

By: Barbara Bricka Gurney
Barbara Bricka Gurney, Council President

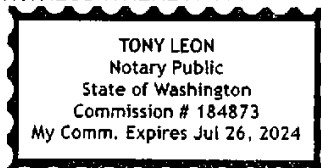
STATE OF WASHINGTON)

) ss

COUNTY OF)

On this 21st day of March, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barbara Bricka Gurney to me known to be the person who signed as **Council President of Evangelical Lutheran Salem Church of Mt. Vernon, Washington**, the corporation 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 **Evangelical Lutheran Salem Church of Mt. Vernon, Washington** for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said **Evangelical Lutheran Salem Church of Mt. Vernon, Washington**.

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



Tony Leon
(Signature of Notary)

Tony Leon
(Print or stamp name of Notary)

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

My Appointment Expires: 07/26/24

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