

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 05/03/2024

**PUGET SOUND ENERGY****ACCESS EASEMENT AGREEMENT**

REFERENCE #: **8809090041/9004250026 & 419096**
GRANTOR (Owner): **LAVENTURE GROUP, LLC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN SE SE, 20-34-04**
ASSESSOR'S PROPERTY TAX PARCEL: **P26686 / 340420-4-007-0300**

This Access Easement Agreement ("Agreement") is made and entered into this 2nd day of May, 2024, by and between **LAVENTURE GROUP, LLC**, a Washington limited liability company ("Owner"), and **Puget Sound Energy, Inc.**, a Washington corporation ("PSE").

RECITALS

- A. Owner owns certain real property in the County of Skagit, State of Washington, which real property is legally described as follows (the "Property"):
- SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**
- B. PSE is the holder of certain perpetual easement rights pursuant to those certain easements (the "Right-of-way") from Marian E. Pearson, as her separate property, dated **August 30, 1988** and recorded under Auditor File Number 8809090041 and re-recorded under Auditor File Number **9004250026**, in the Real Property Records of Skagit County, Washington and from Sanford Stuber and Margaret L. Stuber, husband and wife, dated **April 7, 1948** and recorded under Auditor File Number **419096**, in the Real Property Records of Skagit County, Washington.
- C. PSE desires a perpetual easement on, over and across the Property to access the Right-of-way and Owner is willing to grant and convey such an easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LAVENTURE GROUP, LLC**, a Washington limited liability company, hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation, for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along and across the Property:

1. Purpose. PSE shall have a reasonable right of access to and from the Right-of-way over and across the Property:

2. 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.

3. 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.

4. Successors and Assigns. This Access Easement Agreement 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 Agreement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

5. Complete Agreement; Amendment; Counterparts. This Access Easement Agreement 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 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.

6. 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. 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.

7. Severability. Invalidation 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.

8. 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 2nd day of May, 2024.

OWNER:

LAVENTURE GROUP, LLC,
a Washington limited liability company

By: Grandview Pref Holdings LLC,
a Delaware limited liability company
Its: Manager

By: Grandview's Common Member LLC,
a Delaware limited liability company
Its: Operating/Common Member

By: [Signature]
Scott T. Wammack, Manager

STATE OF WASHINGTON)
) SS
COUNTY OF WA)

On this 2nd day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Scott T. Wammack**, to me known to be the person(s) who signed as Manager, of Grandview's Common Member LLC, the company acting as Operating/Common Member on behalf of Grandview Pref Holdings LLC, the company acting as Manager on behalf LAVENTURE GROUP, LLC, to me personally known or who having proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed within this instrument and who acknowledged that they hold the positions set forth and that they being authorized to do so, executed the within and foregoing instrument for the purposes therein contained by signing as Scott T. Wammack, Manager of Grandview's Common Member LLC, as Operating/Common Member on behalf of Grandview Pref Holdings LLC, as Manager on behalf LAVENTURE GROUP, LLC, and that the foregoing instrument is the voluntary act and deed of said LAVENTURE GROUP, LLC.

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



Summer D Stemick
(Signature of Notary)

Summer D Stemick
(Print or stamp name of Notary)

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

My Appointment Expires: 8/29/2026

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE NORTH LINE OF THE ROAD ALONG THE SOUTH LINE OF SAID SUBDIVISION, COMMONLY KNOWN AS SECTION STREET, AT A POINT 297 FEET EAST OF THE WEST LINE OF THE EAST 30 RODS OF SAID SUBDIVISION;
THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, AS CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED AS AUDITOR'S FILE NO. 869709 FOR LAVENTURE STREET;
THENCE NORTH ALONG SAID WEST LINE 660 FEET;
THENCE WEST TO A POINT NORTH OF THE POINT OF BEGINNING;
THENCE SOUTH TO THE POINT OF BEGINNING.**

EXCEPT THE SOUTH 215 FEET THEREOF;

SITUATED IN SKAGIT COUNTY, WASHINGTON.