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06/05/2024 11:42 AM Pages: 1 of 15 Fees: \$924.50
Skagit County Auditor

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<i>Arena Thompson</i>
DATE	<i>6.5.24</i>

Document Title:

Grants of Easement, Covenants and Related Agreement Running with the Land

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. MJB Properties, LLC

2. City of Anacortes

Grantee(s):

☐ additional grantee names on page ____.

1. Cascade Natural Gas Corporation

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

Gov't Lot 6, Sec. 19, T35N, R2E, W.M.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

131153 and 112899

**Recorded at the Request of and
After Recording Return to:**

Cascade Natural Gas Corporation
Attn: Addam Sad, Operations Manager – Mount Vernon
1520 S. 2nd St.
Mount Vernon, WA 98273

Reference Numbers of Related Document(s): None

Grantors: MJB Properties, LLC, a Washington limited liability company, and the City of Anacortes, a Washington noncharter code city

Grantee: Cascade Natural Gas Corporation, a Washington corporation

Legal Description (abbreviated): Gov't Lot 6, Sec. 19, T35N, R2E, W.M.; additional legal descriptions on this page, below, and on pages 2 and 3

Assessor's Tax Parcel ID#s: 131153 and 112899

**GRANTS OF EASEMENT, COVENANTS, AND RELATED
AGREEMENT RUNNING WITH THE LAND**

This GRANTS OF EASEMENT, COVENANTS, AND RELATED AGREEMENT RUNNING WITH THE LAND (this “**Easement and Covenants Agreement**” or “**Agreement**”), which is dated May 1, 2023 for reference purposes only, is hereby made and entered into by and among MJB Properties, LLC, a Washington limited liability company (“**MJB**”), the City of Anacortes, Washington, a noncharter code city under Title 35A of the Revised Code of Washington (the “**City**”), and Cascade Natural Gas Corporation, a Washington corporation, (the “**Gas Company**”), with respect to the following facts:

Recitals

A. MJB is the owner of the following legally described parcel of real property which is located in the City of Anacortes, Washington (a parcel referred to herein as “**Anacortes Industrial Park Addition Lot 35**”):

LOT 35, ‘ANACORTES INDUSTRIAL PARK ADDITION’ ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON.

That parcel has been assigned Skagit County Assessor's Parcel No. P131153.

B. Subject to the terms and conditions that are set forth in this Easement and Covenants Agreement [including, among other things, the notarized execution of this Agreement by each of (1) a duly authorized representative of MJB, (2) a duly authorized representative of the City, and (3) a duly authorized representative of the Gas Company], MJB is willing to grant to the Gas Company an easement over, under, above, along, and across the following legally described area within Anacortes Industrial Park Addition Lot 35—which legally described area is referred to hereinbelow as “**Easement Area 1**” and

the location of which area is graphically depicted on the attached copy of an 8.5-inch by 11-inch "landscape"-oriented professional land surveyor's map labeled EXHIBIT 'A' prepared by Pacific Surveying & Engineering Services, Inc., a Washington corporation (a surveying and engineering firm hereinafter referred to "**Pacific Surveying**"), subject to matters of public record:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 35, 'ANACORTES INDUSTRIAL PARK ADDITION' ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE NORTH LINE THEREOF, ALSO BEING THE SOUTH MARGIN OF THE 22ND STREET RIGHT OF WAY, NORTH 89°59'30" EAST 10.94 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 23°55'10" EAST 15.56 FEET; THENCE AT RIGHT ANGLES SOUTH 66°04'50" WEST 10.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT 35, ALSO BEING THE EASTERLY MARGIN OF THE FORMER BNSF RR RIGHT OF WAY; THENCE ALONG SAID WESTERLY LINE NORTH 23°55'10" WEST 20.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN A PORTION OF GOVERNMENT LOT 6, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Easement Area 1 encompasses an area of 178 square feet, more or less, that is located within a portion of Skagit County Assessor's Parcel No. P13153.

C. The City is the owner of the real property in the City of Anacortes that previously was BNSF Railroad right-of-way (which real property is referred to hereinbelow as the "**City's Former BNSF Property**"). That real property has been assigned Skagit County Assessor's Parcel No. P112899.

D. Also subject to the terms and conditions that are set forth in this Easement and Covenants Agreement [including, among other things, the notarized execution of this agreement by each of (1) a duly authorized representative of MJB, (2) a duly authorized representative of the City, and (3) a duly authorized representative of the Gas Company], the City is willing to grant to the Gas Company an easement over, under, above, along, and across the following legally described portion of the area of the City's Former BNSF Property [(a) that portion of that property is referred to below as "**Easement Area 2**" and (b) the approximate location of that portion of that property is depicted on attached EXHIBIT 'A'], subject to matters of public record:

A PORTION OF THE FORMER BNSF RAILROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 35, 'ANACORTES INDUSTRIAL PARK ADDITION' ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALSO BEING THE INTERSECTION OF THE SOUTHERLY MARGIN OF THE 22ND STREET RIGHT OF WAY AND THE EASTERLY MARGIN OF THE FORMER BNSF RAILROAD RIGHT OF WAY; THENCE ALONG SAID EASTERLY MARGIN SOUTH 23°55'10" EAST 20.00

FEET; THENCE DEPARTING SAID MARGIN AT RIGHT ANGLES SOUTH 66°04'50" WEST 10.00 FEET; THENCE NORTH 23°55'10" WEST 20.00 FEET; THENCE NORTH 66°04'50" EAST 10.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN A PORTION OF GOVERNMENT LOT 6, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

(Easement Area 2 encompasses 200 square feet, more or less.) Easement Area 2 is a portion of Skagit County Assessor's Parcel No. P112899.

E. The Gas Company hereby represents to MJB and the City that, within the above-noted currently-fenced-off-and-gated segment of 'R' Avenue, the Gas Company has above-ground "gas valve pipes" associated with the Gas Company's natural gas regulator station that is located on a parcel of land located immediately to the east of the fenced segment of 'R' Avenue. (That regulator station is referred to in the lower-right-hand portion of the above-referenced Sheet 6 of 11 drawing as "CNG Station R-170.")

All of the above-ground "gas valve pipes" located within the currently-fenced-off-and-gated segment of 'R' Avenue (along with any and all above-ground "gas valve pipes" located within the 20th Street right-of-way between 'Q' Avenue and the east edge of the 'R' Avenue right-of-way intersection with 'Q' Avenue right-of-way) are collectively referred to below as the "Above-Ground Gas Pipes to Be Removed."

F. On the terms and conditions set forth in this Easement and Covenants Agreement and to facilitate public use of and potential future improvement(s) to portions of the 'R' Avenue right-of-way and the 20th Street right-of-way [improvements that may include raising the street surface elevation profiles of segment(s) of 'R' Avenue and segment(s) of 20th Street], the parties hereby agree that

- (1) the Gas Company shall remove both
 - (a) the Above-Ground Gas Pipes to Be Removed and any other above-street-grade natural gas facilities or related appurtenances within the fenced-off-area of 'R' Avenue and within the 20th Street right-of-way between 'Q' Avenue and the east edge of the 'R' Avenue right-of-way intersection with the 'Q' Avenue right-of-way) and
 - (b) all of the fencing associated with the above-referenced fenced-off segment of 'R' Avenue;
- (2) MJB shall grant to the Gas Company with an easement over, under, above, along, and across Easement Area 1; and
- (3) the City shall grant to the Gas Company an easement over, under, above, along, and across Easement Area 2.

WHEREFORE, in view of the above, the parties hereto hereby acknowledge, represent, grant, convey, covenant, and agree as follows:

1. Grant of Easement 1; Associated Covenants Running with the Land.

1.1 MJB's Grant to the Gas Company of Easement 1.

Grantor MJB hereby grants and conveys to the Gas Company and its successors and assigns a nonexclusive easement running with the land for installation, use, inspection, improvement, maintenance, repair, removal, and replacement of above-ground, surface-mounted, and underground natural gas facilities, including, without limitation, pipes, regulation devices, a gas pressure reduction facility, equipment, fixtures, and other facilities related to the operation and maintenance of the same, all such facilities to be in accordance with all applicable governmental regulations (none of which natural gas facilities may exceed an above-ground-level height of 25 feet) over, under, along, and across Easement Area 1. (This easement is referred to herein as "**Easement 1**.") The approximate location of Easement Area 1 is graphically depicted on the attached EXHIBIT 'A' land surveyor's sketch prepared by Pacific Surveying.

Easement 1 shall (a) run with the land, burdening the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35, (b) be binding upon the owner(s) of the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35 and the owner's respective successors and assigns, and (c) inure to the benefit of the Gas Company and its respective successors and assigns.

1.2 Covenant 1 Associated with Easement 1 to the Gas Company.

MJB hereby covenants to the Gas Company that MJB shall not erect any structure(s) or conduct any activity or activities within Easement Area 1 that may reasonably be expected to materially impair or interfere with the rights granted by MJB to the Gas Company in above Section 1.1 unless and until Easement 1 has

- (A) been relinquished by the Gas Company (or by a successor or assignee of the Gas Company) in accordance with and subject to the terms and provisions of Section 1.3, below, or
- (B) automatically expired in accordance with and subject to the terms and provisions of Section 1.4, below, or
- (C) been terminated for cause by MJB or by MJB's successor(s) or assign(s).

This Covenant 1 associated with Easement 1 is a real property covenant and shall (a) run with the land, burdening the Easement Area 1 portion of the Anacortes Industrial Park Addition Lot 35, (b) be binding upon the owners of the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35 and the owners' respective successors and assigns of the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35, and (c) inure to the benefit of the Gas Company and the Gas Company's successors and assigns.

The Gas Company hereby covenants to MJB (and to MJB's successors and assigns in ownership of MJB's Anacortes Industrial Park Addition Lot 35) that the Gas Company shall

- (a) cause all of the Gas Company's facilities that are installed and located within Easement Area 1 to at all times be maintained in a good and safe condition and repair;
- (b) prevent those facilities within Easement Area 1 (and all associated fencing, if any) from becoming unsightly; and
- (c) obtain and maintain at all times in full force and effect all-hazards liability insurance with respect to the Gas Company's occupation and use of Easement Area 1, naming MJB and its successors and assigns as additional insureds.

The covenants made by the Gas Company in this Section 1.2 are real property covenants in favor of MJB and its successors and assigns and shall run with the land, (i) benefitting MJB and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

1.3 The Gas Company's Relinquishment of Easement 1.

The Gas Company may at any time provide written notice of relinquishment of Easement 1 to MJB and its successors or assigns in ownership of Anacortes Industrial Park Addition Lot 35, which relinquishment shall be deemed effective upon receipt by MJB or its successors and/or assigns of that written notice. Upon such relinquishment, the Gas Company may abandon-in-place its facilities that are located within Easement Area 1 and any associated fencing).

1.4 Expiration of Easement 1 Due to Either (1) the Gas Company's Failure to Timely Commence Construction of the Gas Company's Facilities in Easement Area 1 or (2) an Extended Period of Nonuse.

The Gas Company hereby covenants to MJB and its successors and assigns in ownership of Anacortes Industrial Park Addition Lot 35 that, if the Gas Company either

- (1) has not commenced construction of the Gas Company's facilities within Easement Area 1 on or before August 23, 2025 (the "**Construction Commencement Deadline Date**") or
- (2) has timely commenced construction of the Gas Company facilities within Easement Area 1 by such deadline date but, at any point in time thereafter, both
 - (a) ceases use of Easement Area 1 and
 - (b) fails to resume use during the immediately following period of seven hundred thirty (730) consecutive calendar days (said time period is referred to herein as the "**Maximum Non- Use Period**"),

then Easement 1 shall be deemed to (a) have automatically expired and (b) be of no further force or effect.

The covenants and agreements made by the Gas Company in this Section 1.4 (a) are real property covenants in favor of MJB and its successors and assigns and (b) shall run with the land in relation to Anacortes Industrial Park Addition Lot 35, (i) benefitting MJB and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

2. Grant of Easement 2; Associated Covenants Running with the Land.

2.1 The City's Grant to the Gas Company of Easement 2.

The City hereby grants and conveys to the Gas Company and its successors and assigns a nonexclusive easement running with the land for installation, use, inspection, improvement, maintenance, repair, removal, and replacement of above-ground, surface-mounted, and underground natural gas facilities, including without limitation, pipes, regulation devices, a gas pressure reduction facility, equipment, fixtures, and other facilities related to the operation and maintenance of the same, in accordance with all applicable governmental regulations (none of which natural gas facilities may exceed an above-ground-level height of 25 feet) over, under, along, and across Easement Area 2. (This easement is referred to herein as "**Easement 2.**") The approximate location of Easement Area 2 is graphically depicted on the attached EXHIBIT 'A' land surveyor's sketch prepared by Pacific Surveying.

Easement 2 shall (a) run with the land, burdening the Easement Area 2 portion of the City's Former BNSF Property, (b) be binding upon the owner(s) of the Easement Area 2 portion of the City's Former BNSF Property and the owner's respective successors and assigns, and (c) inure to the benefit of the Gas Company and its respective successors and assigns.

2.2 Covenant 1 Associated with Easement 2 to the Gas Company.

The City hereby covenants to the Gas Company that the City shall not erect any structure(s) or conduct any activities within Easement Area 2 that may reasonably be expected to materially impair or interfere with the rights granted by the City to the Gas Company in above Section 2.1 unless and until Easement 2 has either

- (1) been relinquished by the Gas Company (or by a successor or assignee of the Gas Company) in accordance with and subject to the terms and provisions of Section 2.3, below, or
- (2) automatically expired in accordance with and subject to the terms and provisions of Section 2.4, below, or
- (3) been terminated for cause by the City or by the City's successor(s) or assign(s).

This Covenant 1 associated with Easement 2 is a real property covenant and shall (a) run with the land, burdening the Easement Area 2 portion of the City's Former BNSF Property, (b) be binding upon the owners of the Easement Area 2 portion of the City's Former BNSF Property and the owners' respective successors and assigns of the Easement Area 2 portion of the City's Former BNSF Property, and (c) inure to the benefit of the Gas Company and the Gas Company's successors and assigns.

The Gas Company hereby covenants to the City (and to the City's successors and assigns in ownership of the City's Former BNSF Property) that the Gas Company shall

- (a) cause all of the Gas Company's facilities that are installed and located within Easement Area 2 to at all times be maintained in a good and safe condition and repair;

- (b) prevent those facilities within Easement Area 1 (and all associated fencing, if any) from becoming unsightly; and
- (c) obtain and maintain at all times in full force and effect all hazards insurance and liability insurance with respect to the Gas Company's occupation and use of Easement Area 2, naming the City and its successors and assigns in regard to the City's Former BNSF Property as additional insureds.

The covenants made by the Gas Company in this Section 2.2 are real property covenants in favor of the City and its successors and assigns in regard to the City's Former BNSF Property and shall run with the land, (i) benefitting the City and its successors and assigns in regard to the City's Former BNSF Property and (ii) burdening the Gas Company and its successors and assigns.

2.3 The Gas Company's Relinquishment of Easement 2.

The Gas Company may at any time provide written notice of relinquishment of Easement 2 to the City and to the City's successors and/or assigns in ownership of the City's Former BNSF Property, which relinquishment shall be deemed effective upon receipt of the notice by the City and/or by the City's successors and/or assigns in ownership of the City's Former BNSF Property (in which event the Gas Company and/or the City's successors and/or assigns in ownership of that property may abandon in place its facilities that are located within Easement Area 2 and any associated fencing).

2.4 Expiration of Easement 2 Due to Either (1) the Gas Company's Failure to Timely Commence Construction of the Gas Company's Facilities in Easement Area 2 or (2) an Extended Period of Nonuse.

The Gas Company hereby covenants to the City and its successors and assigns in ownership of the City's Former BNSF Property that, if the Gas Company has either

- (1) not commenced construction of the Gas Company's facilities within Easement Area 2 on or before August 23, 2025 (the "**Construction Commencement Deadline Date**") or
- (2) has timely commenced construction of the Gas Company facilities but, at any point in time after that deadline date, both
 - (a) ceases use of Easement Area 2 and
 - (b) fails to resume use during the immediately following period of seven hundred thirty (730) consecutive days (the "**Maximum Non-Use Period**"),

then Easement 2 shall (a) be deemed to have automatically expired and (b) thereafter be of no further force or effect.

The covenants and agreements made by the Gas Company in this Section 2.4 are real property covenants in favor of the City and its successors and assigns and shall run with the land in relation to the City's Former BNSF Property, (i) benefitting the City and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

3. The Gas Company's Covenant to both MJB and the City.

The Gas Company hereby covenants to both (a) MJB and its successors and assigns and (b) the City and its successors and assigns and hereby agrees that, not later than July 1, 2024, the Gas Company shall remove (or otherwise cause to be removed) at the Gas Company's sole cost and expense both

- (1) all existing above-ground gas pipes and any and all other existing above-current-street-grade gas facilities or appurtenances located within the fenced-off segment of 'R' Avenue and
- (2) associated fencing materials.

The Gas Company's covenant in this Section 3 to MJB and MJB's successors and assigns is a real property covenant running with the land in relation to Anacortes Industrial Park Addition Lot 35, (i) benefitting MJB and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

The Gas Company's covenant in this Section 3 to the City and its successors and assigns is a real property covenant running with the land in relation to the City's Former BNSF Property, (i) benefitting the City and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

4. **Notices.** All notices or other written communications between or among any or all of (a) MJB, (b) the City, and (c) the Gas Company required or permitted under this Easement and Covenants Agreement ("**Notices**") shall be (i) personally delivered or sent by certified mail, return receipt requested and prepaid, to the following addresses, or (ii) sent by reputable courier (such as FedEx, UPS, or DHL) for next-business-day delivery to the following addresses, or (iii) transmitted by email to each such intended party-recipient's at the following email address(es):

If to MJB:

MJB Properties, LLC
Attn: Jim Blais
5050 1st Avenue S., Suite 102
Seattle, WA 98134
Email address: JBlais@gmccinc.com

If to the City:

City of Anacortes
Planning, Community & Economic Development Department
Attn: Don Measamer *John Coleman*
Anacortes, WA 98221
Email address: ~~don~~@cityofanacortes.org *John*

If to the Gas Company:

Cascade Natural Gas Corporation

Attn: Addam Sad, Operations Manager – Mount Vernon
1520 S. 2nd St.
Mount Vernon, WA 98273
Email address: addam.sad@cngc.com

Each Notice shall be effective (a) on the date of personal delivery, (b) on the date of receipt if the Notice is transmitted by email (with electronic confirmation or other written confirmation of the date of receipt of the transmission, which confirmation the recipient party shall promptly provide to the transmitting party by reply email), (c) two (2) business days following the date the Notice is postmarked, if mailed, or (d) on the next business day following the sender's deposit of the Notice during business hours with a reputable courier service for next-business-day delivery.

Any Notice may be given on behalf of a party to the Easement and Covenants Agreement by that party's attorney.

Within three (3) calendar days following a party's change of address, that party shall provide the other parties to this Easement and Covenants Agreement a Notice of the new address in one of the manners provided for above in this Section 4 (Notices).

5. Partial Invalidity. If any provision of either (a) this Easement and Covenants Agreement is, becomes, or is deemed unlawful, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken from the Easement and Covenants Agreement and the remainder of the Easement and Covenants Agreement shall remain in full force and effect.

6. Entire Agreement. This Easement and Covenants Agreement both (a) contains the entire agreement among the parties to this Easement and Covenants Agreement relative to the subject matter contained in the Easement and Covenants Agreement and (b) correctly sets forth the rights, duties, and obligations of the parties. No oral representations regarding or modifications to the Easement and Covenants Agreement shall have any force or effect.

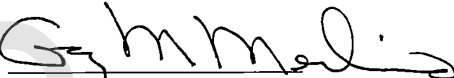
7. Headings. The section and paragraph headings in this Easement and Covenants Agreement are for the convenience of the parties only and are not intended to modify or define the sections and paragraphs of this Agreement in any way.

8. Construction. This Easement and Covenants Agreement and each of its terms are deemed to have been explicitly negotiated among the parties hereto, and the language used in this Agreement is to be construed according to its fair meaning and not strictly for or against any party to this Agreement.

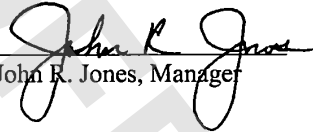
9. Amendments to this Easement and Covenants Agreement. This Easement and Covenants Agreement may be amended only by a written amending document that is (a) executed by all the parties hereto or such part(ies)' respective successors-in-interest and assigns and (b) recorded for public record with the Office of the Skagit County Recorder.

"MJB"

MJB Properties, LLC, a Washington
limited liability company

By: 
Gary M. Merlino, Manager

Date signed: June 8th, 2023

By: 
John R. Jones, Manager

Date signed: June 8th, 2023

"City"

City of Anacortes, Washington, a noncharter
code city under Title 35A of the Revised
Code of Washington

By: 
Print Name: Matt Miller
Its Mayor and
authorized representative

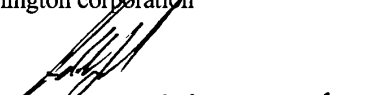
Date signed: 14 AUG 23

By: _____
Print Name: _____
Its _____ and
authorized representative

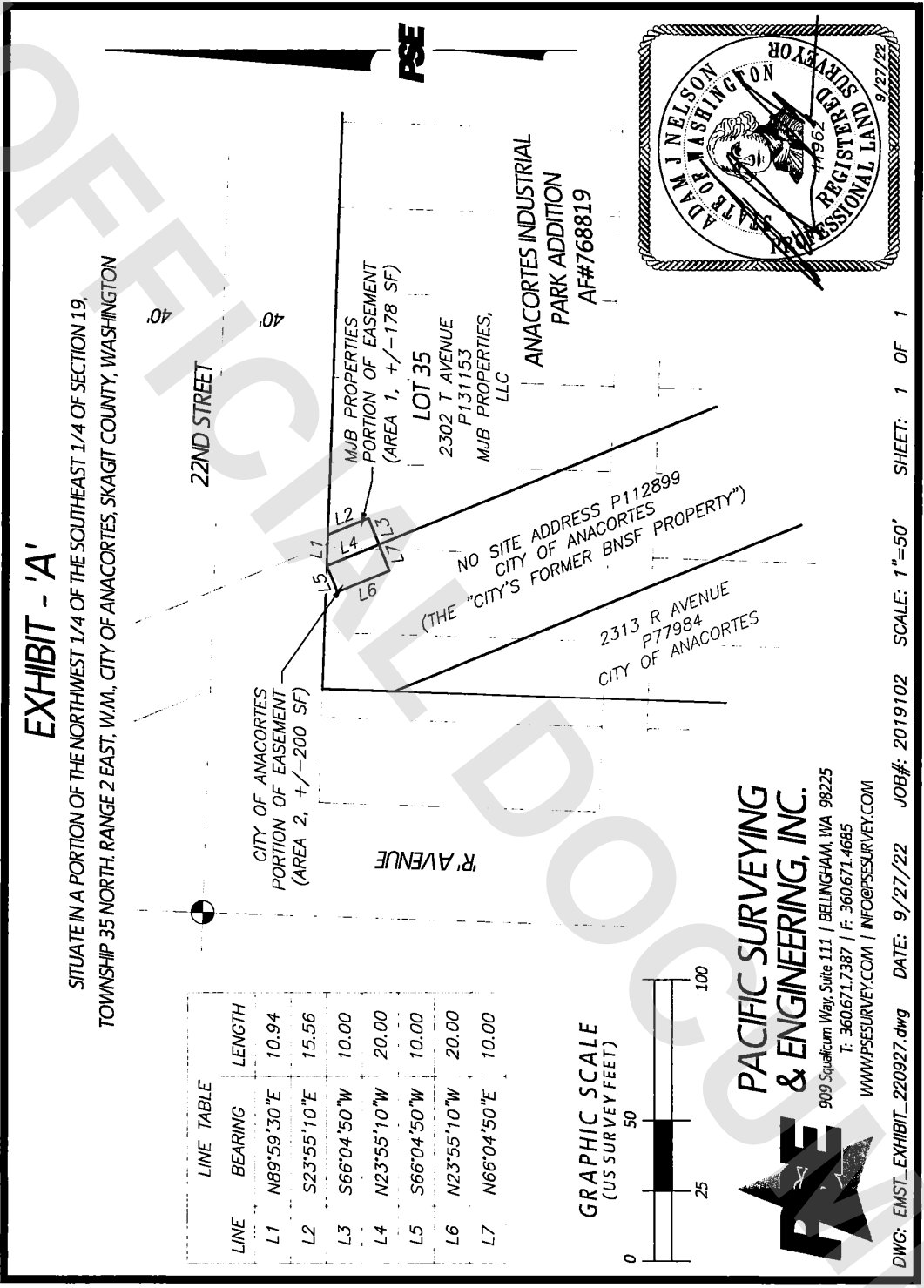
Date signed: _____

"Gas Company"

Cascade Natural Gas Corporation, a
Washington corporation

By: 
Print Name: Adam Sad
Its Manager and
authorized representative

Date signed: June 9th, 2023



I certify that I know or have satisfactory evidence that Math Miller is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it is as the Mayor of the City of Anacortes, Washington, a noncharter code city under Title 35A of the Revised Code of Washington, to be the free and voluntary act of said city for the uses and purposes mentioned in the instrument.

A circular notary seal for Jennifer G. Tottenham, a Notary Public in the State of Washington. The seal features a double-lined border. The text within the seal, starting from the top and moving clockwise, includes: "JENNIFER G. TOTTENHAM", "COMMISSION EXPIRES", "NOTARY", "2018/4/5", "PUBLIC", "9-28-24", and "STATE OF WASHINGTON".

Print Name: James L. Tolkan
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes, Skagit County, WA
My Commission expires: 9/28/2011

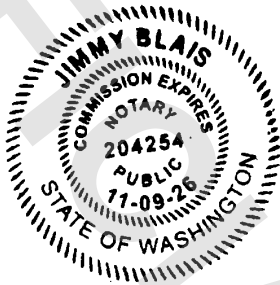
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Anacortes, Washington, a noncharter code city under Title 35A of the Revised Code of Washington, to be the free and voluntary act of said city for the uses and purposes mentioned in the instrument.

Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My Commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF King)

I certify that I know or have satisfactory evidence that GARY M. MERLINO is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it is as one of the two Managers of MJB Properties, LLC, a Washington limited liability company, to be the free and voluntary act of said limited liability company for the uses and purposes mentioned in the instrument.

Dated: June 8th, 2023

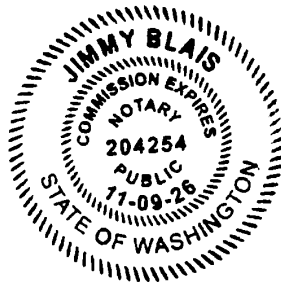


[Signature]
 Print Name: Jimmy Blais
 NOTARY PUBLIC in and for the State of
 Washington, residing at Kirkland
 My Commission expires: 11/09/2026

STATE OF WASHINGTON)
) ss.
 COUNTY OF King)

I certify that I know or have satisfactory evidence that JOHN R. JONES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it is as one of the two Managers of MJB Properties, LLC, a Washington limited liability company, to be the free and voluntary act of said limited liability company for the uses and purposes mentioned in the instrument.

Dated: June 8th, 2023

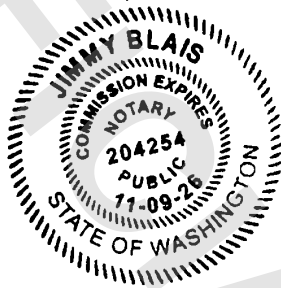


[Signature]
 Print Name: Jimmy Blais
 NOTARY PUBLIC in and for the State of
 Washington, residing at Kirkland
 My Commission expires: 11/09/2026

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Addam Sacl is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager / District Operations of CASCADE NATURAL GAS CORPORATION, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: June 9th 2023



[Signature]
Print Name Jimmy Blais
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Commission expires: 11/09/26