

RETURN ADDRESS:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 08/14/2024



EASEMENT

GRANTOR: SKYLINE MARINA HOLDINGS LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PARCEL G OF SURVEY AFN 200408040107 (PTN SW NE28-35N-01E)
ASSESSOR'S TAX #: P32458/ 350128-0-011-0102

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SKYLINE MARINA HOLDINGS, LLC**, a Colorado 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 BY THIS REFERENCE MADE A PART HEREOF.

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:

EASEMENT AREA No. 1:

AN EASEMENT AREA TEN (10) FEET IN WIDTH, HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

EASEMENT AREA No. 2:

ALL AREAS LOCATED WITHIN A FIVE (5) FOOT PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS AS THE SAME ARE NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY.

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

EXHIBIT "A"
(Legal Description)

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 28, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., AND THAT PORTION OF TRACTS 7 AND 8 OF PLAT 4 IN SECTION 28 OF TIDE AND SHORE LANDS OF ANACORTES HARBOR, IN SECTIONS 27 AND 28, TOWNSHIP 35 NORTH, RANGE 1 EAST W.M., ACCORDING TO THE MAPS THEREOF ON FILE AT THE OFFICE OF THE STATE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, AND THAT PORTION OF TRACT NO. 7A, AS SHOWN UPON THE REPLAT OF LAGOON WATERWAY, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, ON NOVEMBER 6, 1992, LYING WITHIN THE BOUNDARIES OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF PLAT OF "SKYLINE NO. 13", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 96 AND 97, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT OF COMMENCEMENT BEING AT THE BEGINNING OF A CURVE FROM WHICH THE CENTER BEARS DUE WEST 320.00 FEET DISTANT;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 26'16", AN ARC DISTANCE OF 108.56 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET;

THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°35'38", AN ARC DISTANCE OF 50.68 FEET TO A POINT OF TANGENCY;

THENCE NORTH 87°58'06" WEST, 259.30 FEET TO A POINT OF BEGINNING;

THENCE NORTH 87°58'06" WEST, 192.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,134.56 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°34'57", AN ARC DISTANCE OF 150.15 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°36'51", AN ARC DISTANCE OF 70.48 FEET TO A POINT OF TANGENCY;

THENCE DUE WEST, 55.38 FEET;

THENCE DUE NORTH 315.39 FEET;

THENCE DUE EAST, 210.00 FEET;

THENCE DUE NORTH 210.00 FEET;

THENCE DUE WEST, 150.00 FEET;

THENCE DUE NORTH 163.92 FEET;

THENCE SOUTH 88°02'54" EAST, 235.81 FEET;

THENCE NORTH 1°57'06" EAST, 30.00 FEET;

THENCE SOUTH 88°02'54" EAST, 196.00 FEET;

THENCE SOUTH 1°57'06" WEST, 732.98 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.