

202408150019

08/15/2024 10:00 AM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor, WA

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate Dept. /SM
P.O. Box 97034, EST-06E
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20241761

Aug 15 2024

Amount Paid \$17.00
Skagit County Treasurer
By Lena Thompson Deputy



EASEMENT AGREEMENT FOR NATURAL GAS PIPELINES

REFERENCE #:

GRANTOR: Puget Sound Energy, Inc.
GRANTEE: Cascade Natural Gas Corporation
LEGAL DESCRIPTION: Portion of NW 30-35-04E
ASSESSOR'S PROPERTY TAX PARCEL: P38103

THIS AGREEMENT made this 30th day of July, 2024, between PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), and CASCADE NATURAL GAS CORPORATION, a Washington corporation ("Grantee" herein);

WHEREAS, PSE owns certain real property in the County of Skagit, State of Washington, which real property is legally described as follows ("PSE's Property"):

A STRIP OF LAND 100 FEET IN WIDTH LYING WITHIN THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

WHEREAS, such parcel of land is presently owned and occupied by PSE in connection with PSE's utility operations; and

WHEREAS, Grantee desires a permanent non-exclusive easement over, in, along and upon the PSE's Property.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, PSE hereby conveys and quitclaims to Grantee the following easement:

A non-exclusive perpetual easement over, across, along, in, upon and under that portion of PSE's Property described in Exhibit "A" for the purposes of installing and constructing thereon, and thereafter to operate, inspect, protect, improve, maintain, repair, increase the capacity of, remove, replace, and abandon in place, a gas pipeline or lines, including without limitation necessary pipes, regulation devices, equipment, fixtures, and facilities related to the operation or maintenance of said gas lines ("Improvements" herein) and the non-exclusive right of ingress to and egress from said portion of PSE's Property for the foregoing purposes.

The terms "Easement" and "Easement Area" in this instrument refer to the easement herein granted on PSE's Property and as described on the attached Exhibit "A" and as depicted in Exhibits A "Page 1 & Page 2".

During construction periods, GRANTEE and its agents may use forty (40) additional feet of GRANTOR'S property along and adjacent to said easement in connection with the construction of said facilities. Should additional pipelines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

This Easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. **Cost of Construction and Maintenance.** Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of the Improvements.

2. **Compliance with Laws and Rules.** The Grantee shall construct, maintain and use the Improvements in accordance with the requirements of PSE, the National Electric Safety Code and any statute, order, rule or regulation of any public authority having jurisdiction.

3. **Use of PSE's Property by PSE.** Grantee's rights herein shall at all times be subordinate to such rights of PSE as are necessary to preserve and maintain the capabilities of PSE's Property to be used for utility purposes, and nothing herein contained shall prevent or preclude PSE from undertaking construction, installation and use of any utility facilities within PSE's Property. ; provided, however, Grantee does not indemnify PSE against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of PSE or PSE's agents or employees.

4. **Required Prior Notice and Approval of Plans and Specifications.** Prior to any installation, alteration, replacement or removal of the Improvements or any other major activity by Grantee on PSE's Property, Grantee shall give PSE written notice thereof together with preliminary plans and specifications for the same at least six (6) months prior to the scheduled commencement of such activity. PSE shall have the right to require that such plans and specifications be modified, revised or otherwise changed to the extent that the final plans and specifications therefor shall include provisions for the protection of PSE's facilities, the prevention of hazardous conditions and minimum interruption to PSE's utility operations. No such activity shall be commenced without PSE's prior written approval of the plans and specifications therefor and all changes or amendments thereto, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event of any emergency requiring immediate action by Grantee for protection of the Improvements, persons or property, Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.

Nothing herein shall be deemed to impose any duty or obligation on PSE to determine the adequacy or sufficiency of the Grantee's plans and specifications, or to ascertain whether Grantee's construction is in conformance with the plans and specifications approved by PSE.

5. **As-Built Survey.** Upon PSE's request, Grantee shall promptly provide PSE with as-built drawings and survey showing the location and elevations of the Improvements on PSE's Property.

6. **Grantee's Use and Activities.** Grantee shall exercise its rights under this Agreement so as to minimize and avoid, insofar as possible, interference with the use by PSE of PSE's Property for utility purposes and shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger PSE's operations or facilities. Grantee shall install the Improvements and conduct any other of its substantial activities on PSE's Property as may be communicated to Grantee by PSE for the purpose of protecting PSE's facilities, preventing hazardous conditions and minimizing interruptions to PSE's utility operations.

7. **Coordination of Activities.** Grantee shall give at least 30 days advance written notice of the proposed dates of its significant construction activities on PSE's Property to PSE's Real Estate Department, or such other division office of PSE as PSE may from time to time designate. Grantee shall cooperate in the revision of such dates and/or the coordination of its activities with those of PSE's if deemed necessary by PSE to minimize conflicts, insure protection to each parties facilities, prevent hazardous conditions, or minimize interruption of PSE's operations. Provided, however, that in the event of an emergency requiring immediate action by Grantee for the protection of its Improvements or other persons or property, Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.

8. **Work Standards.** All work to be performed by Grantee on PSE's Property shall be designed and constructed so as to withstand the consequences of any short circuit of any of PSE's electric facilities now or hereafter installed on PSE's Property. All work to be performed by Grantee on PSE's Property shall also be in accordance with the plans and specifications submitted to and approved by PSE and shall be completed in a careful and workmanlike manner to PSE's satisfaction, free of claims or liens; however, nothing herein shall be deemed to impose a duty or obligation on PSE with respect to the sufficiency thereof. Without limitation to the foregoing, Grantee shall exercise the utmost caution when conducting its activities in the vicinity of any of PSE's energized utility lines in order to prevent any contact therewith. Upon completion of such work Grantee shall remove all debris and restore the ground surface as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments which were disturbed or destroyed during construction. Grantee shall also pay to PSE all of PSE's costs necessary to re-establish destroyed survey

references and hubs established by PSE in conjunction with any survey for new facilities on PSE's Property.

9. Changes and Repairs to PSE's Facilities. Grantee shall promptly pay to PSE the cost of any relocation, alteration, restoration and other changes or repairs to PSE's facilities which PSE shall reasonably deem necessary by reason of the construction, use and maintenance of the Improvements or other activities of Grantee on PSE's Property. Without limitation to the foregoing, Grantee shall promptly pay to PSE the cost of temporary raising of wires and the realignment or strengthening of power poles or towers made necessary by Grantee's activities pursuant to this Agreement. If PSE so requests, Grantee shall provide assurance of payment satisfactory to PSE prior to PSE's commencement of such work. PSE shall accomplish such changes or repairs, subject to the availability of labor and materials. For the purpose of this paragraph, "cost" shall be defined as all direct or assignable costs of materials, labor and services including overhead, in accordance with charges for transportation of men, material, and equipment, storage expense of material and rental of equipment.

10. Access. The Grantee shall design, construct, maintain and use its Improvements in such fashion as to permit reasonable and continuous access along PSE's Property in all directions, and in such fashion as to accommodate and support vehicular travel over and across the Improvements, including travel by cranes and trucks with heavy loads. Grantee shall at all times keep PSE's Property free and clear of all obstructions and equipment. If requested by PSE, the Grantee shall make provisions for continued access by PSE along PSE's Property during construction of the Improvements.

11. Inspectors. PSE shall appoint one or several PSE representatives who shall serve as inspectors to oversee all work to be performed by Grantee on PSE's Property. Grantee shall not carry on any work unless it has given such notice to PSE as may be reasonable in the circumstances so as to allow for the presence of such inspector or inspectors. Grantee and Grantee's contractors shall promptly and fully comply with all orders and directions of PSE's inspectors, including without limitation, cessation of work. Grantee shall promptly pay PSE's charge for such inspectors.

12. Conflict with Future Installations of PSE. In the event that it should become necessary for PSE to install additional utility systems for purposes of transmission, distribution and sale of gas, electricity, communications and other network commodities or services or otherwise use PSE's Property and if, in the sole judgment of PSE, the location, existence and use of the Improvements interferes with such installation or use to the extent that it is impracticable or substantially more expensive to accomplish such installation or use, or that such installation or use may pose a hazard because of the location, existence or use of the Improvements, Grantee shall have the obligation to either, in Grantee's sole discretion, (a) protect, modify or relocate the Improvements at the cost and expense of Grantee, so as to remove the interference or hazard to PSE's satisfaction, or (b) to reimburse PSE for its added costs of design, construction and installation to avoid such interference or hazard. In the event PSE intends to undertake any such construction, PSE shall give Grantee reasonable advance written notice of such intention together with preliminary plans and specifications for such work, identifying the potential interference or hazard and all design information relating thereto. In no event shall such notice and plans be required to be given more than six months prior to the scheduled commencement of work.

Within one month after receiving such notice from PSE, Grantee shall give written notice to PSE by which notice Grantee will elect to (a) protect, modify or relocate the Improvements, or (b) reimburse PSE for its said added costs. If the Grantee elects to protect, modify or relocate the Improvements it shall commence work promptly and diligently prosecute such work to completion prior to the scheduled date of commencement of PSE's construction. If Grantee elects to pay PSE's added costs, Grantee shall give PSE satisfactory assurance of payment of such costs at the time such notice of election is given. If Grantee does not so elect one of the above-described options by giving PSE the required notice, PSE shall be entitled to make such an election on behalf of Grantee, Grantee agrees that this election shall be binding upon Grantee and have the same effect as if made by Grantee. If PSE so elects option (a) described herein or if Grantee elects option (a) and fails to commence and prosecute its work as contemplated herein, PSE may, at its option, undertake such work on behalf of Grantee as PSE deems necessary pursuant to option (a) and Grantee shall promptly pay PSE for all costs incurred by PSE in performing such work. PSE's costs reimbursable under this paragraph are defined as in Paragraph 9 herein.

13. Termination for Breach. In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of PSE's giving Grantee written notice thereof, or within such other period of time as may be reasonable in the circumstances, PSE may terminate Grantee's rights under

this Agreement in addition to and not in limitation of any other remedy of PSE at law or in equity, and the failure of PSE to exercise such right at any time shall not waive PSE's right to terminate for any future breach or default.

14. Termination for Cessation of Use. In the event Grantee ceases to use the Improvements for a period of five (5) successive years, this Agreement and all Grantee's rights hereunder shall automatically terminate and revert to PSE. No termination of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from its obligation and liability to restore PSE's Property in accordance with this Agreement.

15. Restoration Upon Termination. Upon any termination of this Agreement, Grantee shall promptly restore PSE's Property in a manner mutually agreeable to both parties and in accordance with PSE's standards and all applicable rules and regulations. Such work restoration shall be done at the sole cost and expense of Grantee and in a manner satisfactory to PSE. In case of failure of Grantee to so restore PSE's Property in accordance with this Agreement, PSE may, after reasonable notice to Grantee, restore PSE's Property or take such other measures, at the expense of Grantee, and PSE shall not be liable therefor.

16. Third Party Rights. PSE reserves all rights with respect to its property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.

17. Release and Indemnity. Grantee does hereby release, indemnify and promise to defend and save harmless PSE from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by PSE in defense thereof, to the extent arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights granted herein. Nothing herein shall require Grantee to indemnify Grantor for the acts, omissions, or negligence of the Grantor, its employees, agents, contractors, invitees, or any other party not under the direction or control of Grantee.

18. Insurance. Prior to Grantee's construction activities or other substantial activities on PSE's Property under the rights provided herein, Grantee shall submit to PSE evidence that Grantee has obtained comprehensive general liability coverage naming PSE as an additional insured to the extent of Grantee's indemnity obligation contained herein (including broad form contractual liability coverage) satisfactory to PSE with limits no less than the following:

Bodily Injury Liability, including automobile bodily injury	\$2,000,000 each occurrence
Property Damage Liability, including automobile property damage liability	\$2,000,000 each occurrence

Said evidence shall be submitted on PSE's Certificate of Insurance standard form (which form PSE shall provide upon request) or such other form as PSE may from time to time approve.

Said coverage shall be maintained by Grantee during the period when such activities take place.

19. Taxes and Assessments. Grantee shall promptly pay or reimburse PSE for any taxes and/or assessments levied as a result of this Agreement or relating to the Grantee's improvements constructed pursuant to this Agreement.

20. Title. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by PSE affecting PSE's Property subject to this Agreement.

21. Notices. Unless otherwise provided herein, notices required to be in writing under this Agreement shall be given as follows:

If to Puget: Puget Sound Energy, Inc.
Real Estate Dept., BEL-06E
P.O. Box 97034
Bellevue, WA 98009-9734

If to Grantee: Cascade Natural Gas Corporation
Attention: Engineering/Right of Way
RE: CNG317, Project # 295626
8113 W. Grandridge Blvd.
Kennewick, WA 98336

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

22. **Assignment.** Grantee shall not assign its rights hereunder. No assignment of the privileges and benefits accruing to Grantee herein, and no assignment of the obligations or liabilities of Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of PSE.

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

24. **Liability.** In the event of any assignment of the rights hereunder, the liability of Grantee and its assignees shall be joint and several unless otherwise agreed by the parties in the consent to such assignment.

EXECUTED as of the date hereinabove set forth.

ACCEPTED:

CASCADE NATURAL GAS CORPORATION

PUGET SOUND ENERGY, INC.

Adam Sad
Adam Sad, Field Operations Supervisor

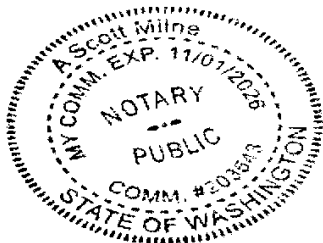
Dawn Reyes
Dawn Reyes, Dir Corporate Shared Svcs

STATE OF WASHINGTON

COUNTY OF: KING

On this 15th day of AUGUST, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAWN REYES** to me known to be the Director Corporate Shared Services of PUGET SOUND ENERGY, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



A. Scott Milne
(Signature of Notary)

A. SCOTT MILNE
(Print or stamp name of Notary)

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

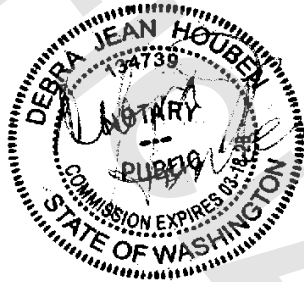
My Appointment Expires: 11/1/2026

STATE OF WASHINGTON

COUNTY OF: Skagit

On this 30th day of July, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Addam Sad** to me known to be the Field Operations Supervisor of Cascade Natural Gas Corporation the corporation that executed the foregoing instrument, and acknowledged said instrument to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Debra J. Houben
(Signature of Notary)

Debra J. Houben
(Print or stamp name of Notary)

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

My Appointment Expires: 3/18/28

EXHIBIT A
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PERMANENT PIPELINE EASEMENT

A STRIP OF LAND LYING WITHIN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, ALONG AN EXISTING PIPELINE EASEMENT AUDITOR.S FILE NUMBER 8306210071, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SOUTH 02°11.15" WEST FOR A DISTANCE OF 484.56 FEET;

THENCE SOUTH 41°39.29. EAST FOR A DISTANCE OF 889.94 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF SAID EXISTING PIPELINE EASEMENT AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHEASTERLY SIDELINE OF THE EXITING PIPELINE EASEMENT NORTH 54°06.24. EAST FOR A DISTANCE OF 13.37 FEET;

THENCE NORTH 52°37.58. EAST FOR A DISTANCE OF 77.58 FEET;

THENCE NORTH 51°10.48. EAST FOR A DISTANCE OF 9.35 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY CHUCKANUT DRIVE, ALSO KNOWN AS HIGHWAY 11;

THENCE SOUTH 41°39.29. EAST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 26.29 FEET;

THENCE SOUTH 59°03.06. WEST FOR A DISTANCE OF 101.77 FEET;

THENCE NORTH 41°39.29. WEST FOR A DISTANCE OF 14.99 FEET TO THE **POINT OF BEGINNING**.

SAID PERMANENT PIPELINE EASEMENT CONTAINS 2,038 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON STATE.



EXHIBIT A
Page 2 of 2

