

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. 20241762

Aug 15 2024

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

ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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.

IN CONSIDERATION of the premises and the mutual covenants and agreements herein set forth, it is agreed by and between the parties as follows:

1. **Right of Entry and Temporary Construction Easement.** Grantor grants a Right of Entry and Temporary Construction Easement including the right to Grantee, its agents, employees and contractors, to enter and use the Temporary Construction Easement for the accommodation of construction equipment and materials necessary for construction and operation of a natural gas line upgrade. The requested easement area is described as follows:

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

2. **Restoration.** Upon completion of its construction project, Grantee or its agent shall return the Easement area and all portions of the property affected by use of the easement to a condition equal to or better than their condition prior to Grantee's occupancy and use of this easement.
2. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.
3. **Term.** This Agreement shall be effective 2 (two) years from date indicated above.

If, due to circumstances beyond Grantee's control, which does not allow for the construction to be completed by the above scheduled date, Grantee will present to the Grantor, in writing, a revised construction schedule for their approval, which shall not be unreasonably withheld.

4. **Payment.** In return for the rights granted to Grantee herein, Grantee agrees to pay Grantor the sum of \$750.00 for the term of the Agreement.
5. **Assigns.** Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective assigns.

EXECUTED as of the date hereinabove set forth.

ACCEPTED:

CASCADE NATURAL GAS CORPORATION

PUGET SOUND ENERGY, INC.

Adam Sad, Field Operations Supervisor

Brett Bolton, Manager Real Estate

DAWN REYES, DIR. CORP. SHARE SRUS.

STATE OF WASHINGTON

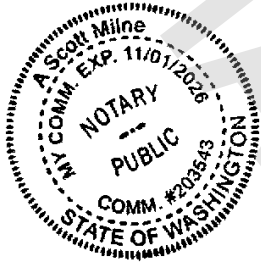
COUNTY OF: KING

On this 13th day of AUGUST, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRETT BOLTON to me known to be the Manager Real Estate 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.

REYES

DAWN

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 BOTHELL

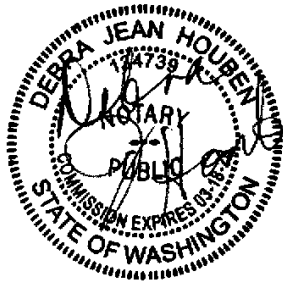
My Appointment Expires: 11/1/2026

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. Honben
(Signature of Notary)

Debra J Honben
(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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ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT

A 25.00 FOOT 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 TO THE SOUTHWESTERLY SIDELINE OF THE PUGET SOUND POWER AND LIGHT COMPANY RIGHT-OF-WAY;

THENCE ALONG SAID POWER AND LIGHT RIGHT-OF-WAY, SOUTH 41°39'29" EAST FOR A DISTANCE OF 839.68 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID EXISTING PIPELINE EASEMENT AND THE **POINT OF BEGINNING** OF THE SOUTHEASTERLY SIDELINE OF A 25.00 FOOT STRIP OF LAND LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE;

THENCE ALONG THE NORTHWESTERLY SIDELINE OF SAID EXISTING PIPELINE EASEMENT, NORTH 54°06'24" EAST FOR A DISTANCE OF 17.77 FEET;

THENCE NORTH 52°37'58" EAST FOR A DISTANCE OF 76.30 FEET

THENCE NORTH 51°10'48" EAST FOR A DISTANCE OF 6.24 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY CHUCKANUT DRIVE, ALSO KNOWN AS HIGHWAY 11 AND THE **TERMINUS** OF SIDELINE.

NORTHWESTERLY SIDELINE OF SAID STRIP TO BE EXTENDED OR SHORTENED TO CONFORM THE SIDELINES OF THE PUGET SOUND ENERGY RIGHT-OF WAY

SAID ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT CONTAINS 2,508 SQUARE FEET, MORE OR LESS.



EXHIBIT A
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