

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 01/21/2025

**EASEMENT**

REFERENCE #: N/A
GRANTOR: GM VENTURES CLEAR LAKE LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN GL 3 (PTN NW06-34N-05E)
ASSESSOR'S TAX #: P30143/340506-2-051-0007, P30144/ 340506-2-052-0006, P30094/ 340506-2-006-0102

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GM VENTURES CLEAR LAKE LLC**, a Washington 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:

A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

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

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 and apportionees 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 or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

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. Invalidity 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 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.

12. 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 19th day of JANUARY, 2025.

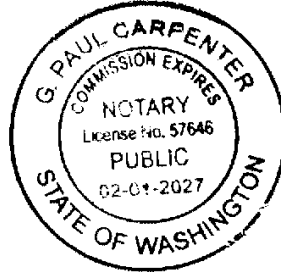
OWNER: **GM VENTURES CLEAR LAKE LLC**

By: [Signature]
ZACHARY GOODWIN Manager/Member

STATE OF WASHINGTON)
) SS
 COUNTY OF Chelan)

On this 19th day of JAN, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ZACHARY GOODWIN**, to me known to be the person(s) who signed as **MEMBER**, of **GM VENTURES CLEAR LAKE LLC**, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed, and the free and voluntary act and deed of said company, for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said company.

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



G. Paul Carpenter
 (Signature of Notary)

G. PAUL CARPENTER
 (Print or stamp name of Notary)

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

My Appointment Expires: 2/1/2027

EXHIBIT "A"
(Legal Description)

THAT PORTION OF THE EAST 198 FEET OF THE WEST 693 FEET OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., LYING SOUTH OF THE SOUTHERLY AND EASTERLY BOUNDARY OF THE CLEAR LAKE RESERVOIR SITE OWNED BY SKAGIT COUNTY P.U.D. No. 1, WHICH RESERVOIR SITE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 295 FEET NORTH 221.7 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3;

THENCE SOUTH 69°22' EAST 350 FEET;

THENCE NORTH 24°14' EAST 375 FEET;

THENCE SOUTH 88°19' WEST 412 FEET;

THENCE SOUTH 18°37' WEST 218 FEET TO THE POINT OF BEGINNING.

ALSO, THAT PORTION OF THE EAST 330 FEET OF THE WEST 825 FEET OF LOT 6, SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DAY CREEK ROAD AND THE WEST LINE OF THE EAST 330 FEET OF THE WEST 825 FEET OF SAID LOT 6;

THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID LOT 6;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6, 148.50 FEET;

THENCE SOUTHWESTERLY TO A POINT ON THE NORTH LINE OF DAY CREEK ROAD 99 FEET EASTERLY OF THE POINT OF BEGINNING;

THENCE WESTERLY ALONG SAID ROAD 99 FEET TO THE POINT OF BEGINNING,

EXCEPT FROM THE ABOVE DESCRIBED TRACTS, THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED SEPTEMBER 17, 1942, RECORDED DECEMBER 30, 1944, UNDER AUDITOR'S FILE No. 376999.

ALSO, THAT PORTION OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3;

THENCE NORTH 89°17'46" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 693.05 FEET TO THE EAST LINE OF THE WEST 42 RODS OF SAID GOVERNMENT LOT 3 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°01'03" WEST, PARALLEL WITH THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 469.31 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND NOW OWNED BY PUBLIC UTILITY DISTRICT No. 1, SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 23°42'30" EAST ALONG SAID TRACT, A DISTANCE OF 54.77 FEET TO THE NORTHEAST CORNER OF SAID P.U.D. TRACT;

THENCE SOUTH 1°5'14" EAST, A DISTANCE OF 324.31 FEET TO AN IRON PIPE WHICH WAS SET IN THE LOCATION AS DIRECTED BY MR. CARL OLSON ON JANUARY 4, 1973;

THENCE SOUTH 8°10'22" WEST, A DISTANCE OF 197.21 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.