

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 11/04/2022

**EASEMENT**

REFERENCE #: N/A
GRANTOR: City of Mount Vernon, a Washington municipal corporation
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn BLK 2 & 3, RIVERSIDE TO MT VERNON
(Ptn SE ¼, SE ¼ SEC 19, T34N, R4E W.M.)
ASSESSOR'S TAX #: P54139 (3755-002-002-0005), P54141 (3755-002-003-0004), P54142 (3755-002-004-0003), & P54147 (3755-003-001-0004)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Mount Vernon, a Washington municipal corporation** ("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:

SEE EXHIBIT "B" & "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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 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 3rd day of November, 2022.

GRANTOR: **CITY OF MOUNT VERNON,**
a Washington municipal corporation

By: 
Jill Boudreau, Mayor

Attest: 
By: 
Its: 

Approved to as form:

By: 
Its: City Attorney

GRANTEE: **PUGET SOUND ENERGY, INC.,**
a Washington corporation

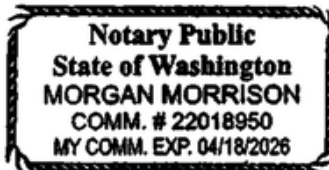
Darby MH Broyles
By: Darby Broyles, Supervisor Real Estate

Digitally signed by
Darby MH Broyles
Date: 2022.11.04
08:55:04 -07'00'

STATE OF WASHINGTON)
) SS
 COUNTY OF SKAGIT)

On this 3rd day of November, 20 22, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jill Boudreau, to me known to be the person(s) who signed as Mayor, of the City of Mount Vernon, a Washington municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, and the free and voluntary act and deed of said City of Mount Vernon, for the uses and purposes therein mentioned; and on oath stated that she is authorized to execute the said instrument on behalf of said Washington municipal corporation.

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



Morgan Morrison
 (Signature of Notary)

Morgan Morrison
 (Print or stamp name of Notary)

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

My Appointment Expires: 4/18/2026

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

LEGAL DESCRIPTION SOURCE: QUIT CLAIM DEED AND BOUNDARY LINE ADJUSTMENT AFN 202207110143

P54139

LOT 1 AND WEST TWENTY-TWO (22) FEET OF LOT 2, ALL IN BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON" AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON.

P54141

THE EAST 32 FEET OF LOT 2; LOT 3, EXCEPT THE EAST 16 FEET THEREOF, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON" AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON.

P54142

LOT 4 AND THE EAST 16 FEET OF LOT 3, BLOCK 2, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE FEE TITLE UNDERLYING PLATTED 3RD STREET, BLOCKS 2 AND 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOTS 3 & 4 NORTH 88°04'59" EAST A DISTANCE OF 70.01 FEET;
THENCE SOUTH 01°54'09" WEST A DISTANCE OF 128.01 FEET TO THE SOUTH LINE OF SAID LOT 3;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOTS 3 AND 4 SOUTH 88°05'20" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF SAID LOT 4 EXTENDED SOUTH 88°05'20" EAST A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID PLATTED 3RD STREET;
THENCE ALONG THE SOUTH LINE EXTENDED OF LOT 1, BLOCK 3 OF SAID PLAT SOUTH 87°58'47" EAST A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 NORTH 01°54'07" EAST A DISTANCE OF 118.06 FEET;
THENCE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 3 NORTH 88°05'57" WEST A DISTANCE OF 30.00 FEET TO THE PLATTED CENTERLINE OF 3RD STREET;
THENCE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2 NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID LOT 4;
THENCE NORTHERLY ALONG SAID EAST LINE NORTH 01°54'07" EAST A DISTANCE OF 10.00 TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING.

ALL SITUATED IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

P54147

THAT PORTION OF LOT 1, BLOCK 3, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 9.82 FEET;
THENCE NORTH 30°42'23" EAST A DISTANCE OF 13.99 FEET TO A POINT A OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST A DISTANCE OF 270.00 FEET;
THENCE NORTHERLY ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°45'27" AN ARC DISTANCE OF 88.39 FEET TO A POINT OF TANGENCY;
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;
THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 NORTH 88°05'36" WEST A DISTANCE OF 23.00 FEET TO THE WEST LINE OF SAID LOT 1;
THENCE SOUTHERLY ALONG SAID WEST LINE SOUTH 01°54'07" WEST A DISTANCE OF 118.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE WESTERLY RIGHT-OF-WAY MARGIN OF THE NEW 3RD STREET ALIGNMENT DESCRIBED IN AND DEPICTED ON QUIT CLAIM DEED AND BOUNDARY LINE ADJUSTMENT, RECORDED JULY 11, 2022 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 202207110143;

ALSO TOGETHER WITH ANY INTEREST IN FEE TITLE UNDERLYING THE EAST HALF OF PLATTED 3RD STREET, BLOCK 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 2.13 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 3RD STREET;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 4.42 FEET TO THE WEST LINE OF SAID LOT 10;
THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 47.27 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 330.00 FEET;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°43'22" AN ARC DISTANCE OF 15.68 FEET TO THE CENTERLINE OF THE PLATTED 3RD STREET RIGHT OF WAY;
THENCE NORTHERLY ALONG SAID PLATTED CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 59.28 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10;
THENCE EASTERLY ALONG SAID NORTH LINE EXTENDED SOUTH 87°58'46" EAST A DISTANCE OF 30.00 TO SAID NORTHWEST CORNER OF LOT 10 AND THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF THE NEW 3RD STREET ALIGNMENT, WHICH RIGHT-OF-WAY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH MARGIN OF WEST KINCAID STREET WITH THE WEST MARGIN OF PLATTED 3RD STREET, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF BLOCK 2, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 78;
THENCE ALONG SAID SOUTH MARGIN AND EXTENSION THEREOF, SOUTH 88°04'59" EAST A DISTANCE OF 30.00 FEET, TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE CONTINUING ALONG SAID MARGIN AND EXTENSION THEREOF, SOUTH 88°05'57" EAST A DISTANCE OF 140.06 FEET, TO THE NORTHEAST CORNER LOT 2, BLOCK 3 OF SAID PLAT;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 SOUTH 01°52'46" WEST A DISTANCE OF 28.62 FEET;

THENCE SOUTH 46°54'03" WEST, A DISTANCE OF 4.74 FEET, TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 80°02'31" WEST A DISTANCE OF 330700 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°44'54" AN ARC DISTANCE OF 119.50 FEET TO THE POINT OF TANGENCY;
THENCE SOUTH 30°42'23" WEST A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 270.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'33" AN ARC DISTANCE OF 20.93 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 63°44'10" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°07'26" AN ARC DISTANCE OF 49.80 FEET TO A POINT ON THE NORTH MARGIN OF BROADWAY STREET;
THENCE ALONG SAID MARGIN AND EXTENSION THEREOF, NORTH 87°51'36" WEST A DISTANCE OF 73.11 FEET TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE NORTHERLY ALONG SAID CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 68.72 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 62°00'59" EAST A DISTANCE OF 330.00 FEET;
THENCE DEPARTING SAID CENTERLINE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'22" FOR AN ARC DISTANCE OF 15.68 FEET TO A POINT OF TANGENCY;THENCE CONTINUING NORTH 30°42'23" EAST, A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST AN ARC DISTANCE OF 270.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'27" A DISTANCE OF 88.39 FEET TO THE POINT OF TANGENCY;
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;
THENCE PARALLEL WITH SAID SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°05'57" WEST A DISTANCE OF 53.00 FEET TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE PARALLEL WITH THE SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF PLATTED 3RD STREET;THENCE ALONG SAID MARGIN NORTH 01°54'07" EAST A DISTANCE OF 10.00 FEET TO SAID NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING.

ALL SITUATED IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

The following is included for reference purposes only:

THE NEW 3RD STREET ALIGNMENT AS DESCRIBED IN AND DEPICTED ON QUIT CLAIM DEED AND BOUNDARY LINE ADJUSTMENT, RECORDED JULY 11, 2022 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 202207110143:

BEGINNING AT THE INTERSECTION OF THE SOUTH MARGIN OF WEST KINCAID STREET WITH THE WEST MARGIN OF PLATTED 3RD STREET, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF BLOCK 2, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 78;
THENCE ALONG SAID SOUTH MARGIN AND EXTENSION THEREOF, SOUTH 88°04'59" EAST A DISTANCE OF 30.00 FEET, TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE CONTINUING ALONG SAID MARGIN AND EXTENSION THEREOF, SOUTH 88°05'57" EAST A DISTANCE OF 140.06 FEET, TO THE NORTHEAST CORNER LOT 2, BLOCK 3 OF SAID PLAT;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 SOUTH 01°52'46" WEST A DISTANCE OF 28.62 FEET;
THENCE SOUTH 46°54'03" WEST, A DISTANCE OF 4.74 FEET, TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 80°02'31" WEST A DISTANCE OF 330700 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°44'54" AN ARC DISTANCE OF 119.50 FEET TO THE POINT OF TANGENCY;
THENCE SOUTH 30°42'23" WEST A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 270.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'33" AN ARC DISTANCE OF 20.93 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 63°44'10" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°07'26" AN ARC DISTANCE OF 49.80 FEET TO A POINT ON THE NORTH MARGIN OF BROADWAY STREET;
THENCE ALONG SAID MARGIN AND EXTENSION THEREOF, NORTH 87°51'36" WEST A DISTANCE OF 73.11 FEET TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE NORTHERLY ALONG SAID CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 68.72 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 62°00'59" EAST A DISTANCE OF 330.00 FEET;
THENCE DEPARTING SAID CENTERLINE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'22" FOR AN ARC DISTANCE OF 15.68 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTH 30°42'23" EAST, A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST AN ARC DISTANCE OF 270.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'27" A DISTANCE OF 88.39 FEET TO THE POINT OF TANGENCY;
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;
THENCE PARALLEL WITH SAID SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°05'57" WEST A DISTANCE OF 53.00 FEET TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE PARALLEL WITH THE SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF PLATTED 3RD STREET; THENCE ALONG SAID MARGIN NORTH 01°54'07" EAST A DISTANCE OF 10.00 FEET TO SAID NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING.

ALL SITUATED IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
(EASEMENT AREA)

Easement Area No. 1:

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 GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS GENERALLY SHOWN ON EXHIBIT "D".**

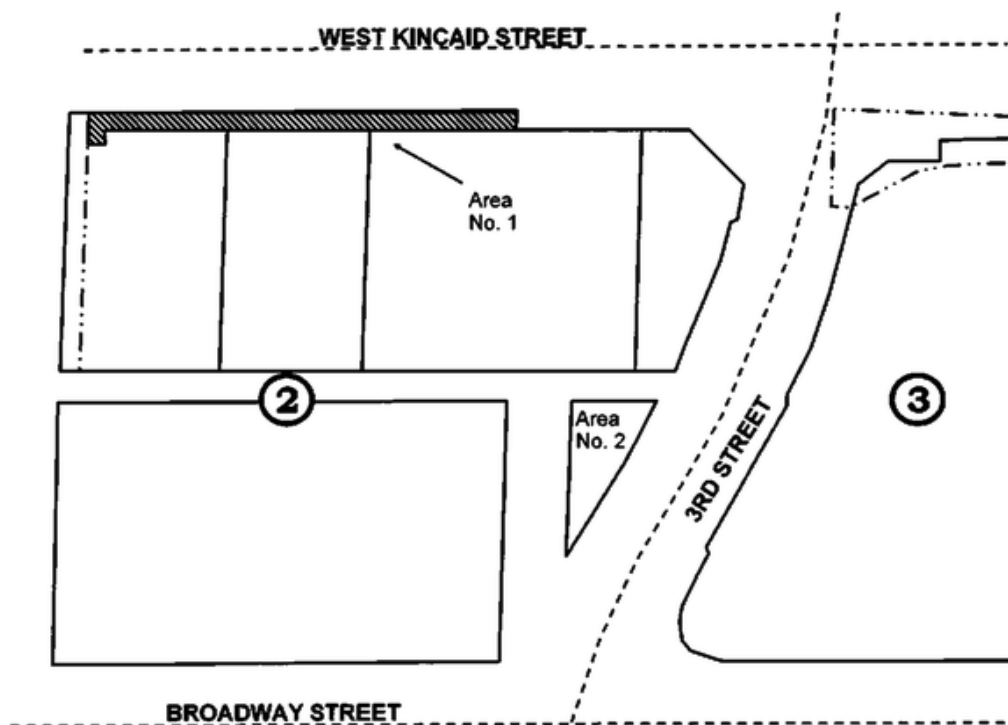
Easement Area No. 2:

THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE WESTERLY RIGHT-OF-WAY MARGIN OF THE NEW 3RD STREET ALIGNMENT DESCRIBED IN AND DEPICTED ON QUIT CLAIM DEED AND BOUNDARY LINE ADJUSTMENT, RECORDED JULY 11, 2022 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 202207110143;

ALSO TOGETHER WITH ANY INTEREST IN FEE TITLE UNDERLYING THE EAST HALF OF PLATTED 3RD STREET, BLOCK 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 2.13 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 3RD STREET;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 4.42 FEET TO THE WEST LINE OF SAID LOT 10;
THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 47.27 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 330.00 FEET;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°43'22" AN ARC DISTANCE OF 15.68 FEET TO THE CENTERLINE OF THE PLATTED 3RD STREET RIGHT OF WAY;
THENCE NORTHERLY ALONG SAID PLATTED CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 59.28 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10;
THENCE EASTERLY ALONG SAID NORTH LINE EXTENDED SOUTH 87°58'46" EAST A DISTANCE OF 30.00 TO SAID NORTHWEST CORNER OF LOT 10 AND THE POINT OF BEGINNING. SEE EXHIBIT "E"

EXHIBIT "C"
(Easement Area Overview)



Not to scale

EXHIBIT "D"
(Easement Area No. 1)

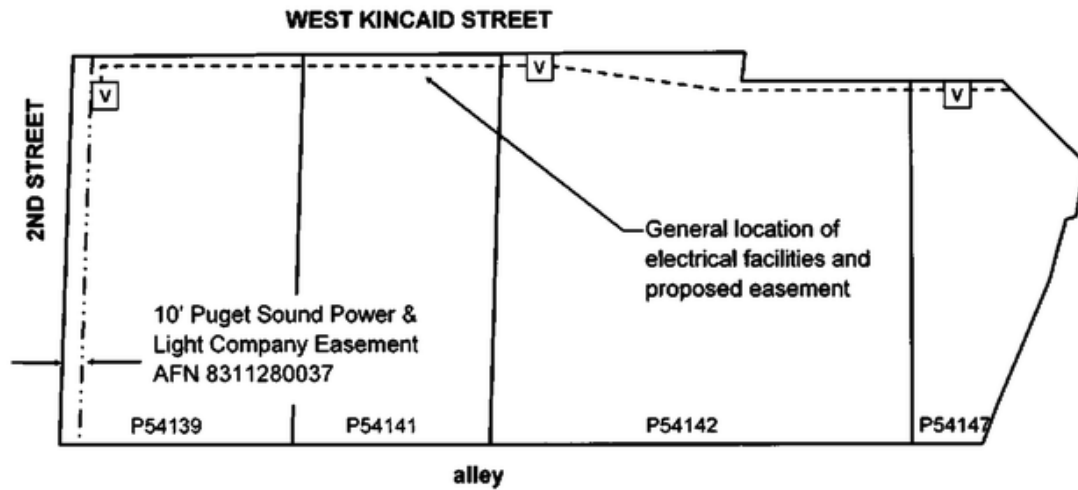
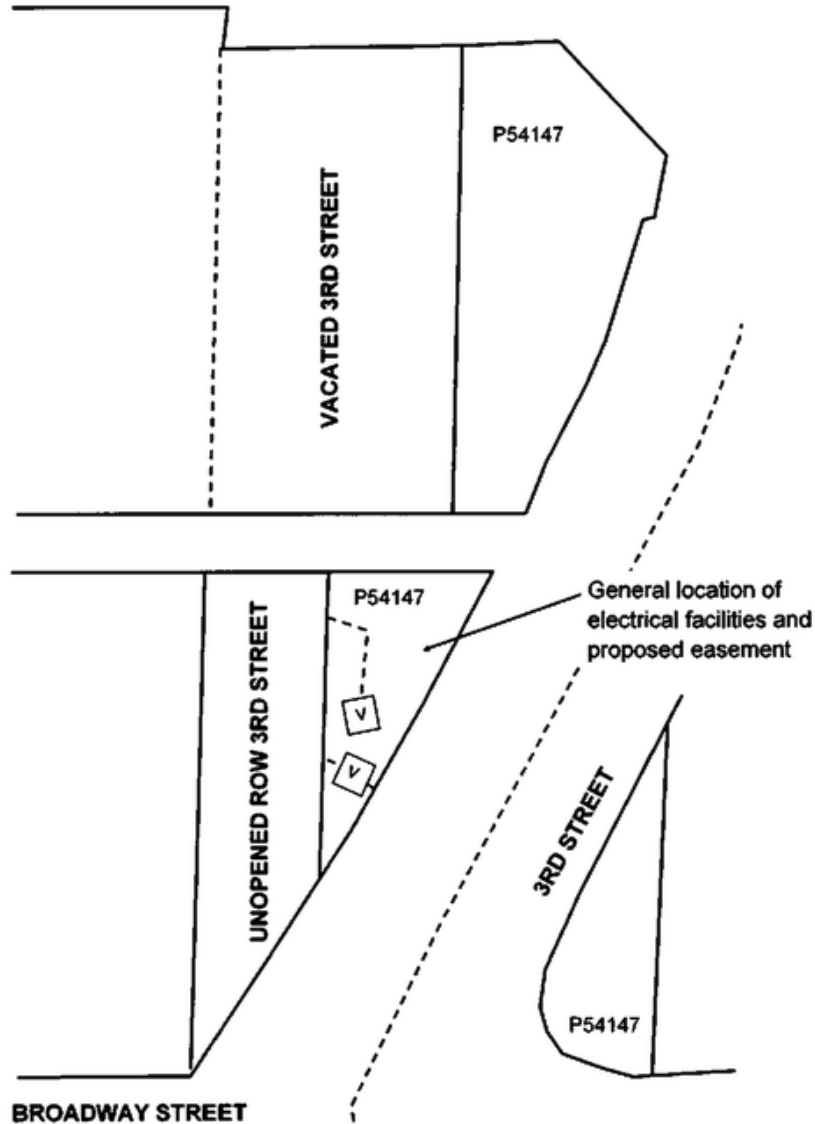


EXHIBIT "E"
(Easement Area No. 2)

WEST KINCAID STREET



Not to scale

How

M-7377

EASEMENT

8311280037

(“Grantor” herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation (“Grantee” herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the “Property” herein) in Skagit County, Washington:

under the following described real property (the "Property"):

Lot 1, Block 2 of Riverside Addition to the Town of Mount Vernon as recorded in Volume 23 of Plats, page 24, records of Skagit County, Washington, being a portion of the Southeast quarter of Section 19, Township 34 North, Range 4 East, W.M.

otherwise set forth herein Grant
described as follows:
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~

) feet of the above

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

The West ten (10) feet of the above-described property.

~~PAID~~ Example

NOV 28 1983

Amount Paid \$ 100.00
 By North Wylie, Co. Treas. Deputy

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:
- a. **Overhead facilities.** Poles and/or towers with crossarms, braces, guys and anchors, electric transmission and distribution lines; communication and signal lines; transformers.
 - b. **Underground facilities.** Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other facilities as it may require.

2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. **Cutting of Trees.** Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgement, be a hazard to Grantee's facilities.

4. **Grantor's use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor.

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7. Successor and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 21st day of November, 1983.

GRANTOR
By: Julian C. Yearsley Secretary
MOUNT VERNON MASONIC BUILDING ASSOCIATION

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this day personally appeared before me Julian C. Yearsley
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 21st day of November, 1983
Ernie A. Sorenson
Notary Public in and for the State of Washington,
residing at mt. vernon

STATE OF WASHINGTON)
COUNTY OF) SS

On this day personally appeared before me _____
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

CORPORATE ACKNOWLEDGMENT

On this 21st day of November, 1983, before me, the undersigned, personally appeared
Julian C. Yearsley and _____, respectively, of
to me known to be the Secretary and _____, respectively, of
MOUNT VERNON MASONIC BUILDING ASSOCIATION, the corporation that executed the foregoing instrument,
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and an oath stated that he is authorized to execute the said
instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

B. Bjorn
Notary Public in and for the State of Washington,
residing at Mount Vernon

