

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

BrightNight Land Team
13123 E Emerald Coast Pkwy
Suite B#158
Inlet Beach, FL 32461, United States

Document Title(s): TRANSMISSION EASEMENT AGREEMENT
Reference Number(s) of Documents assigned or released: N/A
Grantor(s): CASCADE WATER ALLIANCE, a municipal corporation of the State of Washington
Grantee(s): GREE bn, LLC, a Delaware limited liability company
Legal Description: 7-20N-5E Additional legal is on Exhibit A of document.
Assessor's Property Tax Parcel/ Account Number Assessor Tax # not yet assigned APN: 0520071007, 0520072004, 9520000071, 0520072002, 0520072001, and 9520000110
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TRANSMISSION EASEMENT AGREEMENT

This TRANSMISSION EASEMENT AGREEMENT (this "*Agreement*") is made, dated, and effective June 30, 2022 ("*Effective Date*") by and between **Cascade Water Alliance**, a municipal corporation of the State of Washington, whose address is 520 112th Ave. NE, Suite 400, Bellevue, WA 98004 ("*Grantor*"), and **GREE bn, LLC**, a Delaware limited liability company, whose address is 13123 E Emerald Coast Pkwy, Ste B#158, Inlet Beach, FL 32461 ("*Grantee*"). Grantor and Grantee may be referred to herein individually as a "*Party*" or collectively as the "*Parties*".

RECITALS

A. Grantor owns certain real property located in Pierce County, State of Washington, more particularly described on Exhibit A, attached to and incorporated into this Agreement (the "*Property*").

B. Grantee desires to obtain certain easements and rights over, on, under, and across the Property, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Grant of Easements.

(a) Transmission Easement. Subject to the terms of this Agreement and the site rules set out in Schedule 1 attached to and incorporated into this Agreement ("*Site Rules*"), Grantor hereby grants to Grantee a non-exclusive easement on, over, under and across a portion of the Property (the "*Transmission Easement*") for the permitting (including conducting tests, studies and inspections as may be required by law or for financing purposes), design, development, siting, installation, construction, use, operation, maintenance, repair, replacement, relocation, reinstatement, improvement, enlargement (including increase of circuits or voltage), utilization, removal and inspection of overhead and/or underground electrical distribution and/or transmission facilities, including, without limitation cables, poles, conduits, towers, footings, foundations, multiple circuits, circuit breakers, transformers and appurtenances thereto, meters, guys, wires, cross-arms, communication lines and related antennae, receptors, transmitters and dishes, interconnection, distribution, communications and/or switching facilities, and other related or associated facilities and fixtures, equipment and improvements (collectively, "*Transmission Facilities*") and for no other purpose. The area encompassed by the Transmission Easement is generally depicted and described on Exhibit B attached hereto and incorporated into this Agreement (the "*Transmission Facilities Easement Area*"), which Transmission Facilities Easement Area will be refined and agreed upon by the Parties during the Quarterly Meetings defined and described in Paragraph 2(b) below and Schedule 2 attached to and incorporated into this Agreement, and finalized pursuant to the survey requirements of Paragraph 1(f) below. In connection with all uses of the Property and activities permitted under this Agreement, Grantee shall comply with the Site Rules set out on the attached Schedule 1.

(b) Access and Road Easement. Subject to the terms of this Agreement, Grantor hereby grants to Grantee and its employees, agents, contractors, licensees, and invitees, subject to the coordination provisions of Paragraph 2(b) below, a non-exclusive easement on, over, under and across the Property using the existing roads and lanes on the Property (the "*Access and Road Easement*") including that road depicted as "Cottage Road E" on Exhibit B attached hereto and incorporated into this Agreement for vehicular and pedestrian access, at such locations as Grantee shall reasonably determine and coordinate with Grantor in accordance with Paragraph 2(b) below, to access the Transmission Easement Area and use the Transmission Easement and other rights granted in this Agreement. The areas used by Grantee for

access may be referred to herein collectively as the "*Access Easement Area*," and the Access Easement Area and the Transmission Facilities Easement Area are sometimes hereinafter collectively referred to as the "*Easement Areas*." The Parties acknowledge and agree that Grantee may use the Access Easement Area to access Grantee's Transmission Facilities and improvements located on contiguous neighboring property solely to the extent necessary to operate, maintain, repair and replace the Transmission Facilities as contemplated under this Agreement and for no other purpose. In connection with Grantee's use of "Cottage Road E," Grantee acknowledges that Grantor's right to use and to grant Grantee the right to use such road is limited to the scope of the Easement Agreement identified on the attached Exhibit D (the "*Limited Easement*") and may become subject to additional time and scope restrictions during the term of the Easements and this Agreement. Grantee hereby covenants and agrees to (i) abide by the terms of the Limited Easement; (ii) cooperate with Grantor in good faith if the Limited Easement is amended to impose further time and use limitations during the term of this Agreement and the Easements; (iii) provide not less than 48 hours' prior telephonic or email notice to Grantor of any soil-disturbing activity in or along such road by Grantee, its agents, contractors, or employees; (iv) provide not fewer than three (3) hours' prior notice to Grantor of any general use of Cottage Road E by Grantee or its agents, contractors, or employees; and (v) promptly repair and restore Cottage Road E or any applicable portion thereof to its prior condition following any damage (and to remove any trash or debris) caused by Grantee, its agents, contractors, or employees. Should the scope of the Limited Easement not permit Grantee to access the Property for the permitted uses under this Agreement, Grantee and Grantor agree to cooperate in good faith (at no cost to Grantor) to request that the grantor under the Limited Easement amend the Limited Easement or otherwise provide Grantee access to the Property for the permitted uses under this Agreement. Grantor does not warrant or guarantee the outcome of such request and Grantee must at its own risk secure adequate access to the Property from all necessary third parties.

(c) Clearing Easement. Subject to the terms of this Agreement, Grantor hereby grants to Grantee a non-exclusive easement and right, commencing upon Commencement of Construction (as defined in Paragraph 6(h) below), to trim, cut down, remove, and otherwise mechanically control, all trees (whether natural or cultivated), brush, and vegetation, or remove fire and electrical hazards, equipment, or other obstructions, now or hereafter existing on the Property in or near the Easement Areas, which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee (the "*Clearance Easement*"). In accordance with Paragraph 2(b) below and the attached Schedule 2, Grantee will consult with Grantor and deliver to Grantor written confirmation from Grantee's geotechnical specialist that any proposed site clearing will not adversely impact the stability of the Property prior to conducting any clearing activities under this Paragraph 1(c).

(d) Grading Easement. Subject to the terms of this Agreement, Grantor hereby grants to Grantee a non-exclusive easement and right to grade, cut and fill all or any portion of the surface of the Easement Areas and maintain slopes created thereby, for the purposes set forth herein (the "*Grading Easement*"). In accordance with Paragraph 2(b) below and the attached Schedule 2, Grantee will consult with Grantor and deliver to Grantor written confirmation from Grantee's geotechnical specialist that any proposed site grading will not adversely impact the stability of the Property prior to conducting any grading activities under this Paragraph 1(d). Grantee shall coordinate with Grantor in accordance with Paragraph 2(b) below regarding all activities conducted pursuant to this Paragraph 1(d).

(e) Temporary License for Staging and Construction. Subject to the terms of this Agreement, Grantor hereby grants to Grantee a temporary license ("*License*") during construction, maintenance, and repair of the Transmission Facilities for a temporary laydown area and/or construction staging area on the Property in a location to be mutually agreed upon in writing by the Parties (the "*Laydown Area*"); on the condition that (i) this License shall be effective only during construction, maintenance, and repair of the Transmission Facilities; (ii) Grantee's temporary use of the Property pursuant to this License shall be confined to (A) the Laydown Area during initial construction of the

Transmission Facilities and (B) the Easement Areas during any repair or maintenance of such Transmission Facilities; and (iii) Grantee's use of the Easement Areas and Laydown Area for staging purposes shall be limited to the staging of equipment and other materials constituting the Transmission Facilities located or being constructed or installed within the Transmission Facilities Easement Area. Following the temporary use of the Laydown Area by Grantee for construction laydown and staging, Grantee shall promptly remove all equipment and materials and restore the Property to a condition reasonably similar to the condition of the Property as of the Effective Date.

(f) Survey; Amendment of Exhibit B. Upon completion of construction of the Transmission Facilities, Grantee shall deliver to Grantor an as-built survey and legal description of the Easement Areas, which as-built survey and legal description shall replace the attached Exhibit B. The Parties agree to record in the records of Pierce County, Washington (the "**Official Records**"), at Grantee's sole cost and expense, an amendment to this Agreement evidencing such as-built survey and legal description of such Easement Areas. Notwithstanding the foregoing, any proposed material change to the legal description and depiction in the attached Exhibit B must be approved by Grantor in writing prior to implementation of any such change or replacement of the attached Exhibit B. Grantee shall submit any such proposed change to Grantor in a writing that clearly identifies the nature and reason for the change and Grantor will have 20 days to review and comment on such changes. Should Grantor fail to respond within 20 days after receipt of the proposed change, Grantor shall be deemed to have approved the same.

(g) Matters of Record. Prior to the Effective Date, Grantee shall have obtained a title report in connection with the Property. Grantee shall at all times comply with the terms, covenants, conditions and restrictions of any and all easements, declarations, restrictive covenants, and all other matters in the Official Records as of the Effective Date ("**Matters of Record**"). Grantor represents and warrants to Grantee that to the best of Grantor's actual knowledge, there are no unrecorded covenants, easements, leases, declarations, or other encumbrances on or affecting the Property that are not Matters of Record except those listed in Exhibit D attached to this Agreement. Grantee covenants all of its actions under this Agreement shall comply with the terms and conditions of the Matters of Record and acknowledges that this Agreement shall at all times be subject and subordinate to the Matters of Record. Grantor agrees that, throughout the Term (as defined in Paragraph 2 below), Grantor shall not agree to amend any Matter of Record in a manner that would materially conflict with the rights or obligations of Grantee under this Agreement without Grantee's consent, not to be unreasonably withheld, conditioned or delayed. Grantee hereby acknowledges that Grantee has received and reviewed the Matters of Record prior to Grantee's execution of this Agreement.

2. Term; Coordination.

(a) Term. The term of this Agreement and the Easements shall commence on the Effective Date and continue for a period of fifty-six (56) years unless earlier terminated in accordance with the terms of this Agreement (the "**Term**").

(b) Coordination Meetings. Commencing on the Effective Date and continuing through the first anniversary of completion of construction of the Transmission Facilities, Grantor and Grantee shall conduct quarterly coordination and status meetings, which meetings may be conducted electronically, telephonically, or in person ("**Quarterly Meetings**") for the purpose of reviewing Grantee's site and construction plans, preliminary surveys of the Easement Areas, engineering drawings, results of due diligence studies, applications for governmental approvals, the location of Access Easement Areas, and other matters necessary or desirable to the orderly and coordinated planning, installation, construction, and operation of the Transmission Facilities and use of the Easements, as further described on the attached Schedule 2, which is incorporated herein by this reference. Grantee shall facilitate the timing, agenda, and location of each Quarterly Meeting, and shall maintain and timely distribute to Grantor written agenda,

summary, and action items in coordination with Grantor. Grantor and Grantee may mutually agree in writing (which writing may be by email) to forego any Quarterly Meeting.

3. **Termination; Effect of Termination.**

(a) **Grantee Termination.** At any time prior to Commencement of Construction, Grantee shall have the right to terminate this Agreement effective upon thirty (30) days' prior written notice given by Grantee to Grantor. Following Commencement of Construction, Grantee shall have the right to terminate this Agreement effective upon 180 days' prior written notice given by Grantee to Grantor. If this Agreement is terminated by Grantee in accordance with this Paragraph 3(a), Grantee shall promptly (i) execute and record in the Official Records a notice of termination and/or quitclaim deed evidencing such termination, (ii) remove any encumbrance recorded against the Easement Area attributable to Grantee or this Agreement, including such encumbrances relating to Grantee's financing or construction of the Transmission Facilities, and (iii) remove from the Property all Transmission Facilities and equipment and restore the Easement Areas in accordance with Paragraph 3(b) of this Agreement.

(b) **Removal and Restoration Upon Termination.** Prior to any early termination or the expiration of this Agreement, Grantee shall (i) remove the Transmission Facilities that are then located within the Transmission Facilities Easement Area and (ii) restore the Easement Areas to a condition reasonably similar to its condition as of the Effective Date. Restoration shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.

4. **Payment.** In consideration of the Easements, License, and other rights granted by Grantor to Grantee in this Agreement, Grantee shall pay to Grantor the Consideration, as defined and set forth in Exhibit C attached hereto. The Parties hereby agree that Grantee shall redact or remove Exhibit C from the original of this Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information contained in Exhibit C as the confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any other person or entity (except as Grantor deems reasonably necessary to Grantor's employees, agents, consultants, attorneys, accountants, and contractors, and as may be required by the Public Disclosure Act or any other law or regulations) at any time without the prior written consent of Grantee, which may be given or withheld in Grantee's sole and absolute discretion. Grantor shall notify Grantee in writing of any payment not received when due, and all payments not paid by Grantee to Grantor when due shall bear interest from the date such late notice is delivered until fully paid at the Interest Rate (as defined in Paragraph 12(1) below). Grantor may collect the interest in addition to all other remedies available for Grantee's default, and collection of interest or a late charge shall not waive the breach caused by the late payment. All sums collected from Grantor shall be applied first to any outstanding interest and late charges, and then to the payment of amounts due from Grantee to Grantor under this Agreement.

5. **Grantor's Representations and Warranties.** Grantor hereby represents and warrants to Grantee as follows:

(a) **Grantor's Authority.** Subject to the Matters of Record, Grantor is the sole owner of the Property, has good and marketable title to the Property, and has the unrestricted right and authority to execute this Agreement and to perform its obligations hereunder. Subject to the Matters of Record, Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Transmission Easement, the Access Easement, the Clearance Easement and the Grading Easement (collectively referred to herein as the "***Easements***"), without hindrance or molestation, and Grantor shall defend Grantee's right of use and occupancy to the Easements against the claims of all persons. When executed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

(b) **Hazardous Material.** As of the Effective Date, to Grantor's actual knowledge,

neither the Property nor Grantor is or has been in violation of any Environmental Laws (as defined in Schedule 1 attached hereto), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. For purposes of this Agreement, "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor warrants further that to Grantor's actual knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property. For the purposes of this Agreement, whenever the phrase "to Grantor's actual knowledge" "to Grantor's knowledge" or similar language is used, then it shall be deemed to refer to the actual current knowledge of Ray Hoffman, without such person undertaking any investigation. Grantee acknowledges that such person is named solely for the purpose of defining the scope of Grantor's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Grantee.

6. Grantee's Representations, Warranties and Covenants. Grantee hereby represents warrants and covenants as follows:

(a) Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement and to perform its obligations hereunder. When executed by Grantee, this Agreement constitutes a valid and binding agreement enforceable against Grantee in accordance with its terms.

(b) Taxes and Assessments. To the extent that Easements are subject to leasehold excise tax under Washington State law, Grantee covenants and agrees to reimburse Grantor for any such leasehold excise tax within 30 days after delivery to Grantee by Grantor of written documentation of the payment by Grantor of such tax. Grantee further covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description levied or assessed against Grantee, Grantor or the Property due to this Agreement or against the Transmission Facilities. Grantee shall not be liable for payment of any Grantor's Taxes.

(c) Construction Liens. Grantee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Grantee's exercise of the Easements and License; provided, however, that if Grantee wishes to contest any such lien, Grantee shall, within sixty (60) days after it receives notice of the filing of such a lien, remove or bond around such lien pursuant to applicable law.

(d) Indemnity by Grantee. Grantee shall defend, indemnify, and hold Grantor and its agents, contractors, employees, guests, licensees or permittees, harmless from and against any and all liabilities, claims of liability, costs, expenses, obligations, losses, damages, claims for damage to property of whatsoever kind or character, or for physical injury or death of a person or persons, caused by the breach by Grantee of any of its obligations under this Agreement (including the Schedules attached hereto), or by the operation of the Transmission Facilities or by causing Grantor to incur any liability under the Limited Easement, or other activities of Grantee, its agents, contractors, employees, licensees and permittees on or about the Easement Areas, Cottage Road and the Property, except to the extent that such liability or loss is due to the actions or omissions of Grantor, its agents, contractors, employees, guests, licensees or permittees, or a breach by Grantor of its obligations hereunder; and provided further that the indemnity provided in this Paragraph 6(d) shall not extend to or include damages consisting of either (i) losses of rent, business opportunities, profits and the like that may result from Grantor's loss of use of the portion of the Easement Areas occupied pursuant to this Agreement except in the event that any holdover by Grantee following the termination or expiration of this Agreement results in a material adverse impact to Grantor's proposed use of the Easement Areas for the transmission and treatment of water or (ii) property damage or personal injuries or death attributable to risks of commonly known dangers associated with electrical

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generating facilities, such as electromagnetic fields, unless caused by the negligence or willful misconduct of Grantee. Grantee specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties; *provided, however*, that Grantee's waiver of immunity pursuant to this Paragraph 6(d) extends only to claims against Grantee by Grantor indemnitees under this article and does not include, or extend to, any claims by Grantee's employees (if any) directly against Grantee. In no event shall Grantee's obligations hereunder be limited to the extent of any insurance available to or provided by Grantee. If Grantor incurs any fees, expenses, and costs including attorneys' fees to enforce the provisions of this Paragraph 6(d), all such fees, expenses, and costs shall be recoverable from Grantee. The provisions of this Paragraph 6(d) shall survive any termination or expiration of this Agreement. Grantee shall promptly notify Grantor of casualties or accidents occurring in or about the Easement Areas of which Grantee has notice.

(e) Environmental Release by Grantee. Grantee hereby releases Grantor and its elected or appointed officials, officers, directors, shareholders, members, employees, servants, agents, contractors, volunteers, licensees or invitees from any and all claims, demands, or damages of any kind, type or nature whatsoever, including but not limited to claims pursuant to 70.105D RCW et seq.-Model Toxics Control Act ("MTCA") or 42 USC 9601 et seq.- Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), arising out of or relating in any way to: (a) the use, storage, generation, processing, transportation, handling or disposal of any Hazardous Materials by Grantee or its elected or appointed officials, servants, agents, employees, contractors, licensees or invitees in, on, under or about the Easement Areas, any adjoining property, or any other property subject to use by Grantee in conjunction with its use and occupancy of the Easement Areas; or (b) the release or threatened release of any Hazardous Materials, or the exacerbation of any Hazardous Materials in, on, under or about the Easement Areas, any adjoining property, or any other property subject to use by Grantee in conjunction with its use and occupancy of the Easement Areas as a result of any act or omission of Grantee or of its elected or appointed officials, servants, agents, employees, contractors, licensees or invitees.

(f) Environmental Indemnity by Grantee. Grantee shall not violate or permit others acting under its authority to violate any Environmental Laws relating to the Property. Grantee shall, to the maximum extent allowed by law, indemnify, defend and hold Grantor and its elected or appointed officials, officers, directors, shareholders, members, employees, servants, agents, contractors, volunteers, licensees and invitees harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial cost, cleanup costs, personal injury, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs and expenses (including costs and attorney fees) of any kind, type or nature whatsoever, including but not limited to, claims pursuant to MTCA or CERCLA, arising out of or relating in any way to: (a) the use, storage, generation, processing, transportation, handling or disposal of any Hazardous Materials by Grantee or its agents, employees, contractors, licensees or invitees in, on, under or about the Easement Areas, any adjoining property, or any other property subject to use by either Grantee or Grantor in conjunction with its their use and occupancy of the Easement Areas; or (b) the release or threatened release of any Hazardous Materials contamination, or the exacerbation of any Hazardous Materials contamination in, on, under or about the Easement Areas, any adjoining property, or any other property subject to use by Grantee in conjunction with its use and occupancy of the Easement Areas as a result of any act or omission of Grantee or of agents, employees, contractors, licensees or invitees, except to the extent that such liability or loss is due to any fraud, negligence, or willful misconduct by Grantor, its agents, contractors, employees, guests, licensees or permittees. Grantee specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties. In no event shall Grantee's obligations hereunder be limited to the extent of any insurance available to or provided by Grantee. In the event Grantor incurs any fees, expenses, and costs including attorneys' fees to enforce the provisions of this Paragraph 6(f), all such fees, expenses, and costs shall be recoverable from Grantee. The provisions of this Paragraph 6(f) shall survive any termination or expiration of this Agreement.

(g) Insurance. Grantee shall, at its expense, maintain: a broad form comprehensive coverage policy of public liability insurance insuring against loss or liability caused by Grantee's occupation and use of the Easement Areas, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) aggregate liability coverage per occurrence, accident or incident; a pollution liability coverage with not less than One Million Dollars (\$1,000,000) per claim for property damage and bodily injury to third parties arising out of "sudden and accidental" pollution conditions as a result of work performed upon or adjacent to the Easement Areas which shall remain for three (3) years after the completion of any work performed in the Easement Areas; a worker's compensation policy (to the extent exposure exists) that meets the statutory requirements in Washington, to include all areas covered under this Agreement; and Employer's Liability insurance, with not less than One Million Dollars (\$1,000,000) limit. All insurance required under this Paragraph shall be in a form and with insurers acceptable to Grantor, acting reasonably. If licensed vehicles will be used in connection with this Agreement, Grantee shall carry and maintain, and shall ensure that any party who uses licensed vehicles in connection with this Agreement carries and maintains, Automobile Liability insurance covering all vehicles, whether owned (if any), hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Grantee may satisfy limits above through any combination of primary, excess or umbrella insurance. Grantee shall require all contractors performing work on the Property on behalf of Grantee to obtain and maintain insurance coverage in accordance with standard industry practice for similar work and operations. Grantor shall be named as an additional insured ("**Additional Insureds**") with respect to all policies of insurance described in this Paragraph 6(g) (except for workers' compensation / employer's liability). Prior to Grantee or any party acting under Grantee entering the Property, Grantee shall first provide to Grantor a certificate of insurance reflecting full compliance with the requirements set forth herein. Further, Grantee shall, within ten (10) days of Grantor's written request to Grantee, provide Grantor with a certificate of insurance reflecting full compliance with the requirements set forth herein. Each policy described in this Paragraph shall be endorsed to be primary to any insurance maintained by the Additional Insureds. Grantor shall review the insurance requirements identified in this Paragraph no more than once during any five-year period, and, upon such review, may provide commercially reasonable updated insurance requirements to Grantee, which Grantee shall promptly implement and provide proof of such implementation.

(h) Removal Bond. Within one hundred eighty (180) days after the commencement of construction of the Transmission Facilities on the Transmission Facilities Easement Area, but not including survey work, the installation of fencing, temporary storage buildings or trailers, placement of equipment or construction materials on the Property, or the construction of roads ("**Commencement of Construction**"), Grantee shall obtain and deliver to Grantor a surety bond or letter of credit issued by a surety listed on the U.S. Department of Treasury Circular 570, be reasonably satisfactory to Grantor, be licensed to do business in Washington and securing performance of Grantee's obligation to remove the Transmission Facilities and restore the Easement Areas in accordance with Paragraph 3(b) above (the "**Removal Bond**"). The amount of the Removal Bond shall be equal to Grantee's reasonable estimate to remove the Transmission Facilities from the Easement Areas net of assumed salvage value (with any necessary labor and transportation costs shall be subtracted by such salvage value amount), and to restore the Easement Areas to their original condition. If Grantee fails to complete the removal of the Transmission Facilities and restoration of the Easement Areas within the time period required under Paragraph 3(b), then within one hundred eighty (180) days after delivery by Grantor to Grantee of notice of such failure, Grantor shall have the right (but not the obligation), at its option and in its sole discretion, to cause the removal of the Transmission Facilities and complete restoration of the Easement Areas by drawing on the Removal Bond.

(i) Compliance with Laws. In exercising its rights under this Agreement, Grantee shall comply with all applicable laws and regulations now or hereafter enacted pertaining to the Property. Further, Grantee is responsible for meeting all applicable federal, state and local safety and other codes,

and for obtaining all applicable federal, state and local permits, licenses, or other authorizations required for such activities by Grantee or its employees, agents, contractors, licensees and invitees (including, but not limited to, such laws or permits as may pertain to building, zoning, shoreline regulation, environmental protection or other matters pertaining to the general public health, safety and welfare. Grantor makes no representation or warranty as to whether Grantee will need any other permits, licenses or other authorizations that may be required for such activities. It is Grantee's responsibility to confirm the applicable law and requirements of all governing jurisdictions and regulatory agencies.

(j) Site Security. At its sole cost and expense, Grantee shall install and maintain any security measures necessary or desirable, as determined by Grantee in its sole discretion, to protect the Transmission Facilities, which may include warning signs and other measures appropriate to reasonably protect the Transmission Facilities from damage or destruction and Grantor shall have no responsibility relating to the same. Nothing in the foregoing shall be deemed to waive or limit the Parties' respective obligations under Paragraphs 6(d) and 11(f).

(k) Restoration. To the extent that the Grantor's real property or personal property (or the Limited Easement used to access Grantor's real property) is disturbed and/or damaged at any time by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of Grantor's real property as nearly as reasonably possible to an equal or better condition than it was in immediately prior to said exercise of Grantee's rights. Grantee shall remove all of its equipment, trash and debris from the Property (and Cottage Road E used to access the Property) upon completion of any work within the Easement Areas and shall be solely responsible at its sole cost to keep the Easement Areas neat and clean from any trash and debris left by third parties.

7. Default and Remedies. If either Party (the "*Defaulting Party*") should fail to perform any of its obligations under this Agreement within sixty (60) days after the other Party (the "*Notice Party*") gives the Defaulting Party written notice of such failure, then the Notice Party shall have the right at its option and without further notice, to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities); provided, however, that notwithstanding any rights or remedies which Grantor may otherwise have hereunder, at law or in equity, Grantor shall not (and hereby waives the right to) at any time during the term of this Agreement, commence, prosecute or participate in any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought or could be awarded as a remedy, and Grantor shall be limited to seeking and obtaining damages, injunctive relief or specific performance in the event of any failure by Grantee to perform its obligations hereunder. Nothing in the foregoing sentence shall be deemed to prevent Grantor from taking any action to clear title to the Property and enforce Grantor's rights following the expiration or earlier termination of this Agreement. Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement.

8. Assignment and Project Lenders.

(a) Assignment. Other than as set forth below pursuant to clause (b) of this Paragraph 8, Grantee shall have the right, without Grantor's consent, to assign or transfer to one or more Affiliates (as defined below) or Qualified Assignees this Agreement, any right or interest in this Agreement, or all or any portion of Grantee's right or interest in the Easement Area or in the Transmission Facilities. Any other assignment by Grantee shall require the prior written consent of Grantor, which consent shall not be

unreasonably withheld, conditioned, or delayed. If Grantee seeks assignment of this Agreement to an entity which is not a Qualified Assignee or Affiliate, Grantee shall provide Grantor with written notice of the request for assignment that includes the proposed assignee's name and address, performance record, and evidence of technical, professional, and financial ability to perform Grantee's obligations under this Agreement, which Grantee shall take into consideration, along with any other information reasonably requested by Grantee, when determining whether to grant approval to such assignment. For purposes of this Paragraph, a "**Qualified Assignee**" is an assignee that, together with its Affiliates, owns, manages or controls at least 200MW of operating energy generating assets, excluding the assets associated with the Transmission Facilities. For purposes of this Paragraph 8(a), a "**Affiliate**" means (i) any corporation, limited liability company, partnership or other entity now existing or hereafter organized which (directly or indirectly) is under common control with Grantee, where control requires ownership of at least fifty-one percent (51%) of all outstanding shares of voting stock or ownership interests of such entity; or (ii) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Grantee's or Grantee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. Grantee may not grant a sub-easement or apportion the Easements or any portion thereof without Grantor's express written approval, such approval not to be unreasonable withheld.

(b) Project Lenders. Grantee shall have the right at any time and from time to time to assign, pledge, mortgage or otherwise encumber to any party or parties providing financing for any of Grantee's, its affiliates', or any Co-tenant's (as such term is defined below) projects (such party or parties, together with any agent acting on behalf of such party or parties, collectively "**Project Lender**"), without the consent of Grantor, all or any part of Grantee's rights and interests under this Agreement, in the Easements and/or in any Transmission Facilities. Any such assignment, pledge, mortgage or encumbrance shall burden only the easement estate in the Property. Provided Grantee gives Grantor written notice of any such assignment, pledge, mortgage or encumbrance that details exactly what rights and interests are being transferred, together with the name and address of the Project Lender, such Project Lender shall be entitled to the rights, and Grantor shall have the obligations, set forth in this Paragraph 8 until receipt of written notice from such Project Lender (i) that such rights have been assigned to a successor Project Lender, and setting forth the name and address of the successor Project Lender, who thereafter shall be entitled to such rights, or (ii) that the obligations secured by the assignment, pledge, mortgage or encumbrance have been satisfied in full. At the request of Grantee or Project Lender, Grantor shall execute and deliver an acknowledgement, in a form agreeable to Project Lender and Grantee, that Grantee has assigned, pledged, mortgaged or otherwise encumbered all or any portion of Grantee's right, title or interest in, to and under this Agreement, the Easements and/or any Transmission Facilities to Project Lender and that Project Lender is entitled to all of the rights, benefits, and protections as Project Lender under this Paragraph 8.

(c) Grantor Consent. Grantor hereby (i) irrevocably consents to the assignment, pledge, mortgage or encumbrance specified in clause (a) of this Paragraph 8 above and to any subsequent assignments by Project Lender (after following the same notice requirements as required for a transfer from Grantee to a Project Lender described in clause (b) of this Paragraph 8 above upon and after Project Lender's exercise of its rights and remedies against Grantee, and (ii) agrees that following receipt of written notice from Project Lender or its nominee, designee or assignee, all relevant representations, warranties, indemnities and agreements (other than those representations and warranties expressly made only as of an earlier date) made by Grantor under this Agreement shall inure to the benefit of such party and shall be enforceable by such party to the same extent as if such party were originally named as Grantee in this Agreement.

(d) Notice and Cure Rights. Any Project Lender shall have the right, but not the obligation, to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by Project Lender shall be as effective to prevent or cure a default under this Agreement as if done by Grantee. If Grantee defaults under this Agreement and such default continues beyond the

expiration of any applicable notice and cure period, Grantor shall, before exercising any remedy, give written notice to Project Lender specifying the default and the steps necessary to cure the same and Project Lender shall have ninety (90) days after receipt of such notice (or such longer period of time for a non-payment default as may be reasonably necessary under the circumstances, provided that Project Lender is diligently pursuing such cure) to cure such default or to cause it to be cured. If Project Lender fails to cure or cause to be cured any such default within the appropriate period set forth above, Grantor shall have all of its rights and remedies with respect to such default as set forth in this Agreement and at law or in equity.

(e) Project Lender Enforcement. Project Lender shall have the right to exercise foreclosure proceedings or a power of sale or other remedy afforded in law or equity or by the security documents securing the financing provided by Project Lender, and Grantee's interest in the easement estate in the Property may be transferred, conveyed or assigned to any purchaser, including Project Lender, at any such foreclosure sale or other exercise of remedies. Project Lender shall assume all obligations and liabilities of Grantee under or pursuant to this Agreement, upon exercise by Project Lender of its rights and remedies under the documents secured by such assignment, pledge, mortgage or encumbrance.

(f) Project Lender Consent. Grantor covenants and agrees for the benefit of Project Lender that without the prior written consent of Project Lender, Grantor will not amend, modify, cancel, terminate, suspend, or cause, consent to or accept the cancellation, termination or suspension of (prior to the expiration of the applicable cure periods benefiting Project Lender in clause (d) of this Paragraph 8) this Agreement.

9. Grantor's Property Use. Subject to all above-stated conditions and restrictions, Grantor reserves the right to continue to use the area within the Easement Areas for those purposes and in such scope as such area is being used as of the Effective Date; provided, however, that Grantor's purpose and scope of use shall not, at any time, violate any of the other obligations of Grantor set forth herein or endanger, interfere with, or damage the Transmission Facilities. Grantee acknowledges that Grantor's water transmission lines (including penstock pipelines) and related infrastructure and appurtenances that are part of the lower water conveyance system for Lake Tapps Reservoir currently exist within the Transmission Facilities Easement Area and Grantor anticipates that additional water transmission lines may be installed abutting or within the Transmission Facilities Easement Area. Grantee consents to such current water transmission lines and related infrastructure and appurtenances. Grantee also consents to such additional water transmission lines provided that such additional water transmission lines do not damage, endanger, or interfere with the Transmission Facilities or the geotechnical integrity of the Transmission Facilities. Grantor shall abide by all reasonable safety measures instituted by Grantee as to which Grantor has received notice. During the construction and installation of the Transmission Facilities, Grantee may request that Grantor and any other users of the Property refrain from activities that interfere with the construction and/or installation of the Transmission Facilities, and Grantor shall honor any such request. This Paragraph 9 is expressly subject to all rights held by parties under the Matters of Record, and any actions taken pursuant to the terms of the Matters of Record shall not be deemed to violate the terms of this provision.

10. Grantor's Covenants. Grantor hereby covenants for the benefit of Grantee as follows:

(a) Sub-Surface Rights. Grantor hereby covenants that to the extent Grantor possesses sub-surface rights with respect to the Property, Grantor, and any persons acting on behalf of Grantor shall conduct all prospecting for or development of geothermal substances, water, minerals, oils, gas, petroleum, or other substances on the Property from locations outside the Easement Areas and in such manner and by methods that will not penetrate a 500-foot deep zone directly beneath the surface of the ground in the Easement Areas, nor interfere with the exercise of the rights granted herein. Without limiting the generality of the foregoing, the Parties acknowledge that Grantor may desire to construct and operate water pipelines on the Property during the Term, and the Parties will use the Quarterly Meetings described in Paragraph 2(b)

to coordinate and cooperate to facilitate the installation of such facilities subject to Grantor's covenant of non-interference set out in Paragraph 10(b) below.

(b) Covenant of Noninterference. Throughout the Term, Grantor shall not interfere with, or take or support any action adverse to, and shall not directly or indirectly authorize any other party to interfere with or take or support any action adverse to, Grantee's exercise of the Easements or use of the Easement Areas for the purposes described in this Agreement. Without limiting the foregoing, subject to the rights of parties set out in the Matters of Record and Grantor's reserved rights described in Paragraph 9 above, Grantor shall not, and shall not allow any third-party to, within the Easement Areas: (i) drill, excavate, erect or install any buildings, structures, antennas, footings, pilings or other improvements; (ii) place or store flammable materials; (iii) plant trees; (iv) place water, sewer or drainage facilities; (v) move any heavy equipment over any underground Transmission Facilities without Grantee's prior consent; or (vi) alter the elevation of the existing ground surface by more than one (1) foot.

(c) Cooperation. Subject to the terms of this Agreement, Grantor shall fully cooperate with Grantee, at Grantee's sole cost and expense, in applying for, complying with and/or obtaining any land use permits and approvals, building permits, environmental reviews, land use designations, or any other permits, licenses, approvals, or consents required for the financing, construction, installation, replacement, relocation, enlargement, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted pursuant to this Agreement, including, but not limited to, executing any application for (or affidavits required in connection with) permits, entitlements or land-use designation changes as may be requested by Grantee; provided, however, that nothing in this paragraph shall be deemed to require Grantor to act as agent for Grantee, or to submit any application or request for governmental approval on behalf of Grantee. Subject to the terms of this Agreement, Grantor shall cooperate, as reasonably requested by Grantee with Grantee's inspections and other due diligence investigations of the Easement Areas, including, without limitation, coordinating with Grantee and its employees, representatives, agents, consultants and other experts to (i) enter onto the Property and conduct tests and investigations relating to the physical condition of the Easement Areas, including, without limitation, environmental investigations and any other tests as may be deemed necessary by Grantee following consultation and coordination with Grantor pursuant to Paragraph 2(b) above and Schedule 2 attached to and incorporated into this Agreement, (ii) review and analyze the Property Documents (as defined in Paragraph 10(j) below), (iii) meet with all governmental agencies, and with other persons or entities with whom Grantor or others have contractual arrangements, in connection with or relating to the Easement Areas, (iv) discuss the terms of this Agreement or any contractual arrangements impacting the Easement Areas, (v) conduct surveys of the Property, and (vi) review and analyze any other matters Grantee deems relevant, in Grantee's sole and absolute discretion. Notwithstanding the foregoing, Grantee shall not take any action that would bind or encumber the Property or Grantor without consulting and coordinating with Grantor in accordance with Schedule 2 and Paragraph 2(b) above and obtaining Grantor's prior written consent not to be unreasonably withheld, delayed, or conditioned. Grantee covenants that upon the expiration or earlier termination of this Agreement, Grantee shall promptly cooperate with Grantor at Grantee's sole cost and expense to remove any binding or encumbering actions taken by Grantee that affect the Property.

(d) Liens; Title Cooperation. Grantor shall cooperate with and assist Grantee at Grantee's sole cost and expense in requesting a subordination agreement, non-disturbance agreement or other appropriate agreement from each person having an interest in any Matter of Record that, in Grantee's reasonable opinion, might adversely affect Grantee's rights under this Agreement, in form and substance reasonably satisfactory to Grantee.

(e) Grading of Property. During the Term, Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement Areas without the prior written consent of

Grantee in its reasonable discretion, which consent shall not be unreasonably withheld, delayed, or conditioned.

(f) Indemnity by Grantor. Grantor shall defend, indemnify and hold Grantee harmless from and against any and all liabilities, claims of liability, costs, expenses, obligations, losses, damages, claims for damage to property of whatsoever kind or character, or for physical injury or death of a person or persons, caused by (i) fraud, negligence or willful misconduct of Grantor, its agents, officers, directors, employees or contractors; (ii) the material breach by Grantor of any of its obligations under this Agreement (including, without limitation, with respect to Hazardous Materials); or (iii) the material inaccuracy of any of its representations or warranties under this Agreement (including, without limitation, with respect to Hazardous Materials), in each instance except to the extent such liability or loss is due to the negligence or willful misconduct of Grantee, its agents, contractors, employees, guests, licensees or permittees, or from the breach by Grantee of its obligations hereunder. In no event shall Grantor's obligations hereunder be limited to the extent of any insurance available to or provided by Grantor. In the event Grantee incurs any fees, expenses, and costs including attorneys' fees to enforce the provisions of this Paragraph 10(f), all such fees, expenses, and costs shall be recoverable from Grantor. The provisions of this Paragraph 10(f) shall survive any termination or expiration of this Agreement. Grantor shall promptly notify Grantee of casualties or accidents occurring in or about the Easement Areas of which Grantor has notice.

(g) Taxes and Assessments. To the extent Grantor is subject to real or personal property taxes, Grantor shall pay or cause to be paid prior to delinquency (i) all real and personal property and other taxes, general and special assessments, and other charges of every description levied or assessed against or imposed upon the Property, and (ii) all taxes attributable to facilities or improvements installed by Grantor or other third parties on any portion of the Property and any personal property of Grantor or other third parties on any portion of the Property (collectively, "**Grantor's Taxes**"). If Grantor fails to pay Grantor's Taxes, Grantee may take any lawful steps to protect its interest in the Easement Areas and the Easements, including but not limited to, direct payments of Grantor's Taxes to the taxing authority. If Grantee has paid such amounts on behalf of Grantor, Grantee shall be entitled to collect same from Grantor, at Grantee's option, together with interest on such amounts paid, at the Interest Rate (as defined in Paragraph 12(l) below), from the date of payment by Grantee until the date of collection.

(h) Locks and Keys. Grantor shall provide Grantee with keys and combinations to all locks on any gates within the Access Easement Area.

(i) No Overburdening. Subject to the terms and conditions of any Matters of Record, Grantor hereby acknowledges and agrees that: (i) no use of or improvement to the Easement Areas or any portion thereof permitted under this Agreement, (ii) no assignment of Grantee's interest in all or any portion of the Easements Areas, and (iii) no use or improvement of the Easement Areas or any portion thereof as permitted under this Agreement resulting from any such assignment of Grantee's interest, shall, separately or in the aggregate, constitute an overburdening of the Easement Areas.

(j) Property Documents. Within ten (10) business days after written request by Grantee, Grantor shall deliver to Grantee copies of non-privileged information that is to Grantor's actual knowledge readily accessible and in Grantor's immediate possession or control relating to the environmental condition and title status of the Property, including any surveys of the Property (collectively, the "Property Documents"). The Property Documents are delivered in an "As Is, Where Is" basis without liability or recourse to Grantor and subject to any ownership rights, restrictions, disclaimers or limitations on reliance or use imposed or asserted by third parties. Grantor expressly disclaims and makes no representations or warranties (whether express or implied) regarding the quality, accuracy, correctness, completeness, usability or any other matter whatsoever regarding the Property Documents provided to Grantee.

(k) Environmental Covenant and Release by Grantor. Grantor shall not violate or permit others acting under its authority to violate any Environmental Laws relating to the Property. Grantor hereby releases Grantee and its elected or appointed officials, officers, directors, shareholders, members, employees, servants, agents, contractors, volunteers, licensees or invitees from any and all claims, demands, or damages of any kind, type or nature whatsoever, including but not limited to claims pursuant to 70.105D RCW et seq.-MTCA or 42 USC 9601 et seq.- CERCLA, arising out of or relating in any way to: (a) the use, storage, generation, processing, transportation, handling or disposal of any Hazardous Materials by Grantor or its elected or appointed officials, servants, agents, employees, contractors, licensees or invitees in, on, under or about the Easement Areas, or any contiguous property owned or operated by Grantor; or (b) the release or threatened release of any Hazardous Materials, or the exacerbation of any Hazardous Materials in, on, under or about the Easement Areas, any adjoining property, or any other property subject to use by Grantor in conjunction with its use and occupancy of the Easement Areas as a result of any act or omission of Grantor or of its elected or appointed officials, servants, agents, employees, contractors, licensees or invitees.

(l) Environmental Indemnity by Grantor. Grantor shall, to the maximum extent allowed by law, indemnify, defend and hold Grantee harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial cost, cleanup costs, personal injury, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs and expenses (including costs and attorney fees) of any kind, type or nature whatsoever, including but not limited to, claims pursuant to MTCA or CERCLA, arising out of or relating in any way to: (a) the use, storage, generation, processing, transportation, handling or disposal of any Hazardous Materials by Grantor or its agents, employees, contractors, licensees or invitees in, on, under or about the Property; or (b) the release or threatened release of any Hazardous Materials contamination, or the exacerbation of any Hazardous Materials contamination in, on, under or about the Property as a result of any act or omission of Grantor or of agents, employees, contractors, licensees or invitees, except to the extent that such liability or loss is due to any fraud, negligence, or willful misconduct by Grantee, its agents, contractors, employees, guests, licensees or permittees. Grantor specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties. In no event shall Grantor's obligations hereunder be limited to the extent of any insurance available to Grantor. In the event Grantee incurs any fees, expenses, and costs including attorneys' fees to enforce the provisions of this Paragraph 10(l), all such fees, expenses, and costs shall be recoverable from Grantee. The provisions of this Paragraph 10(l) shall survive any termination or expiration of this Agreement.

11. Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof (including, without limitation, executing and delivering to Grantee any owner's affidavit or similar instrument reasonably requested by any title company or attorney reviewing title to the Property). Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Paragraph 11. Grantee shall be responsible for reasonable costs that Grantor incurs as a result of Grantor's obligations under this Paragraph 11.

12. Miscellaneous.

(a) Confidentiality. Both parties acknowledge that Grantor is subject to the Washington State Public Disclosure Act, which mandates public access to certain records, as defined therein. Certain information to be provided by Grantee to Grantor pursuant to this Agreement may contain technical, financial or other data the public disclosure of which could cause substantial injury to the Grantee's competitive position or constitute a trade secret. In order to protect such data from public disclosure under applicable laws, Grantee shall submit such information under separate cover and

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clearly marked "Confidential – Not Subject to Public Disclosure."(ii) In the event that such properly marked data is requested by the public or pursuant to applicable law, Grantor shall endeavor to notify Grantee of any such request. If so notified, Grantee at its option may seek a protective order in a court of competent jurisdiction. .In the event that data marked "Confidential – Not Subject to Public Disclosure" (1) is requested pursuant to any applicable law other than the Public Disclosure Act, or (2) Grantor deems disclosure of such data is necessary to show compliance by Grantor with any Applicable Law, then Grantor shall endeavor, where reasonably possible, to notify Grantee of the request and refer the individual or entity requesting the information to Grantor for disclosure purposes. The burden to obtain any desired temporary restraining order or injunctive relief to prevent disclosure is with Grantor. No information shall be considered to be confidential or proprietary hereunder, notwithstanding any confidential or proprietary designation thereof, which (1) is known to Grantor without any restriction as to disclosure or use at the time it is furnished, (2) is or becomes generally available to the public without breach of any agreement, (3) is received from a third party without limitation or restriction on such third party or Grantor at the time of disclosure, or (4) is required to be or may be disclosed under or pursuant to the Public Disclosure Act or any other applicable law or regulations governing such disclosure, an order of a court of competent jurisdiction or a lawful subpoena.

(b) Condemnation. All payments made on account of any taking or threatened taking of the Transmission Facilities or the Easements, or any part thereof, by a governmental authority shall be made to Grantee. Grantee shall have the right to participate in any condemnation proceedings affecting the Property and Grantor shall not enter into any settlement agreement relating thereto without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

(c) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Property.

(d) Recording of Agreement. Grantee may record an original or memorandum of this Agreement in the Official Records at any time after execution of this Agreement. Grantee and its successors and assigns may record assignments or other transfers of this Agreement in the Official Records at any time after recordation of this Agreement.

(e) Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Grantor or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or one (1) business day after deposit for delivery with a reputable overnight courier, addressed as follows:

If to Grantor:

Cascade Water Alliance
520 112th Ave. NE, Suite 400
Bellevue, WA 98004
Tel. 425.453.0930

If to Grantee:

GREE bn, LLC
Attn: Legal
13123 E Emerald Coast Pkwy, Ste B#158
Inlet Beach, FL 32461
greer@brightnightpower.com

(f) Change of Address. Any Party may change its address by giving written notice of such change to the other Party at the address provided herein.

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(g) Entire Agreement: Amendments. This Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter. This Agreement shall not be modified or amended except in a writing signed by both Parties.

(h) Legal Matters: Attorney Fees. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Property is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Pierce County, Washington. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. To the extent permitted by applicable law, the prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(i) WAIVER OF CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF GRANTOR AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, IF UPON EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT, GRANTEE FAILS TO REMOVE ITS TRANSMISSION FACILITIES WITHIN THE TIME OR MANNER REQUIRED PURSUANT TO PARAGRAPH 3(B) ABOVE, OR OTHER THAN GRANTEE'S PERMITTED USES HEREUNDER TAKES ANY DIRECT, WILLFUL ACTION TO IMPAIR THE ABILITY OF GRANTOR TO DEVELOP AND CONSTRUCT A WATER TRANSMISSION AND TREATMENT PLANT AND ACCOMPANYING INFRASTRUCTURE, INCLUDING WITHOUT LIMITATION, WATER TRANSMISSION LINES WITHIN THE EASEMENT AREA OR ON OR ABUTTING THE PROPERTY, GRANTOR SHALL HAVE THE RIGHT TO SEEK CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH SUCH ACTION OR DEFAULT.

(j) Partial Invalidity. In the event that any of the terms of this Agreement are in conflict with a rule of law or statutory provision or otherwise unenforceable, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any of the other terms of this Agreement, and this Agreement will continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

(k) Tax and Renewable Energy Credits. If under applicable law, Grantee is able to obtain the benefit of any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Grantee's option, Grantor and Grantee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Grantee's interest in the Property to a substantially similar interest that makes Grantee eligible for such credit, benefit or incentive; provided, however, that in no event may any such amendment or instrument convey fee title in the Easement Area or Property from Grantor to Grantee.

(l) Interest Rate. Interest Rate shall be ten percent (10%) per year or the maximum interest rate permitted by applicable law, whichever is lower.

(m) Estoppels and Assignee Protection. Upon written request of Grantee, Project Lender, or any proposed successor or assign of Grantee, Grantor shall execute and deliver an estoppel, within ten (10) business days of such request therefor, addressed to Grantee and to any person requesting the same, certifying under penalty of perjury as of the date of delivery thereof, whether this Agreement has been amended or modified in any manner (and if so, identifying such amendment or modification), whether this Agreement is then in full force and effect, and whether there then exist any known breaches or defaults by either Party under this Agreement, or any known facts or circumstances which with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default under this Agreement. Such estoppel shall also include certifications by Grantor as to such other factual matters as Grantee or the person requesting same shall reasonably request and as are reasonably acceptable to Grantor. In addition, upon request of Grantee, Project Lender, or any proposed successor or assign of Grantee, Grantor shall execute and deliver a recognition or nondisturbance and attornment agreement in favor of such proposed successor or assign, in form and substance reasonably satisfactory to Grantee and Grantor and such proposed successor or assign. Without limiting the generality of the foregoing, for the purposes of this Paragraph, a proposed assignee of Grantee shall include without limitation an institutional or non-institutional lender of any kind which is then considering making a loan to Grantee or an equity investment in Grantee. Any such estoppel, certificate or agreement may be conclusively relied upon by any actual or prospective purchaser, encumbrancer or transferee of the Easements named in such document.

(n) No Merger. There shall be no merger of the Easements with the fee estate in the Property by reason of the fact that the Easements may be held, directly or indirectly, by or for the account of any person or persons who also own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including, without limitation, any mortgagee of Grantee) having an interest in the Easements shall execute a written instrument effecting such merger and shall duly record the same in the Official Records.

(o) Joint Grantors. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Grantor or have an ownership interest in the Property from time to time, the obligations of Grantor under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between or among themselves and that Grantee shall have no obligation to make any such allocation.

(p) No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Grantor and Grantee.

(q) Headings. The Paragraph headings used herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.


(r) Counterparts. This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile or email to the same and full extent as the originals, provided that the parties agree to provide original, ink signatures as required for the purposes of assembling an original, ink signature counterpart for recording purposes.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above, to be effective as of the Effective Date.

GRANTOR:

Cascade Water Alliance,
a Washington municipal corporation

By: 
Name: Raymond Hoffman
Title: CEO

GRANTEE:

GREE bn, LLC,
a Delaware limited liability company

By: 
Name: Martin Hermann
Title: Manager

By: 
Name: Ron Kiecana
Title: Chief Development Officer



STATE OF WASHINGTON)
COUNTY OF King)

On June 20, 2022, before me, Linda D. Moreno, Notary Public, personally appeared Raymond Hoffman who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Linda D. Moreno
Notary Public
My Commission Expires: 8-10-22

STATE OF WASHINGTON)
)
COUNTY OF _____)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property located in Pierce County, Washington, more particularly described as follows:

The North ½ Section 7, Township 20 North, Range 5 East of the Willamette Meridian

CASCADE WATER ALLIANCE 0520071007
38.47 ACRES

Section 7-20N-5E, all that part of the NE/4 of Parcel C of Lot 4 of Pierce County Large Lot Subdivision No. 2000009015003, according to survey 2000009015003 of record and revised survey 200512145001, in Pierce County, Washington, lying westerly of a line described as commencing at the north quarter corner for said Section 7; thence south 01°39'27" west along the easterly line of said parcel c, 330.00 feet; thence south 88°03'38" east along the northerly line of said parcel c, 602.74 feet to the point of beginning; thence south 01°56'22" west 657.13 feet; thence south 77°34'46" east 416.78 feet; thence south 66°15'03" east 499.22 feet; thence south 01°25'49" west 621.02 feet to the southerly line of said parcel c and the end of said line description from which the most westerly angle point in the southerly line of said parcel c lies north 88°34'11" west along said southerly line, 977.09 feet distant.

CASCADE WATER ALLIANCE 0520072004
60.99 ACRES

Section 7-20N-5E, all that part of the NW/4 of Parcel C of Lot 4 of Pierce County Large Lot Subdivision No. 2000009015003, according to survey 2000009015003 of record and revised survey 200512145001, in Pierce County, Washington, lying westerly of a line described as commencing at the north quarter corner for said Section 7; thence south 01°39'27" west along the easterly line of said parcel c, 330.00 feet; thence south 88°03'38" east along the northerly line of said parcel c, 602.74 feet to the point of beginning; thence south 01°56'22" west 657.13 feet; thence south 77°34'46" east 416.78 feet; thence south 66°15'03" east 499.22 feet; thence south 01°25'49" west 621.02 feet to the southerly line of said parcel c and the end of said line description from which the most westerly angle point in the southerly line of said parcel c lies north 88°34'11" west along said southerly line, 977.09 feet distant.

CASCADE WATER ALLIANCE 9520000071
2.59 ACRES

Section 7-20N-5E, all that portion of lots 3 through 6, inclusive, White River Garden tracts, according to the plat thereof recorded in volume 7 of plats, page 100, in Pierce County, Washington, lying east of the Northern Pacific Company right of way; except that portion within lots 4 and 5 of said plat, described as beginning at a point 1009.20 feet east and 701.10 feet north of the quarter Section corner on the west line of Section 7, Township 20 north, Range 5 east, W.M., in Pierce County, Washington; thence east 200 feet; thence north 296.54 feet; thence west 184 feet; thence southerly to the point of beginning;

Also, except that portion conveyed to Pierce County by deed recorded under recording number 9804170312.

CASCADE WATER ALLIANCE 0520072002
.61 ACRES

EXHIBIT A

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Section 7-20N-5E, that portion of East Valley Highway East shown as County Road on the plat of White River Garden tracts, according to the plat thereof recorded in volume 7 of plats, page 100, in Pierce County, Washington as vacated by Pierce County ordinance number 97-98, recorded under recording number 9805270773, abutting lots 3 through 7, inclusive, of said plat, and that portion of said vacated East Valley Highway East abutting a portion of Section 7, Township 20 north, Range 5 east, W.M., in Pierce County, Washington, described as beginning at a point 1009.20 feet east and 701.10 feet north of the quarter Section corner on the west line of said Section; thence east 200 feet; thence north 296.54 feet; thence west 184 feet; thence southerly to the point of beginning.

CASCADE WATER ALLIANCE 0520072001
1.30 ACRES

That portion of the Northwest Quarter of Section 7, Township 20 north, Range 5 east, W.M., in Pierce County, Washington described as beginning at a point 1009.20 feet east and 701.10 feet north of the quarter Section corner on the west line of said Section; thence east 200 feet; thence north 296.54 feet; thence west 184 feet; thence southerly to the point of beginning.

CASCADE WATER ALLIANCE 9520000110
1.06 ACRES

Section 07 Township 20 Range 05 Quarter 23 White River Garden Tracts: L 7 E of Co Road
1.06 AC (DCJEAEMS11-20-81) Formerly TCO 27-169

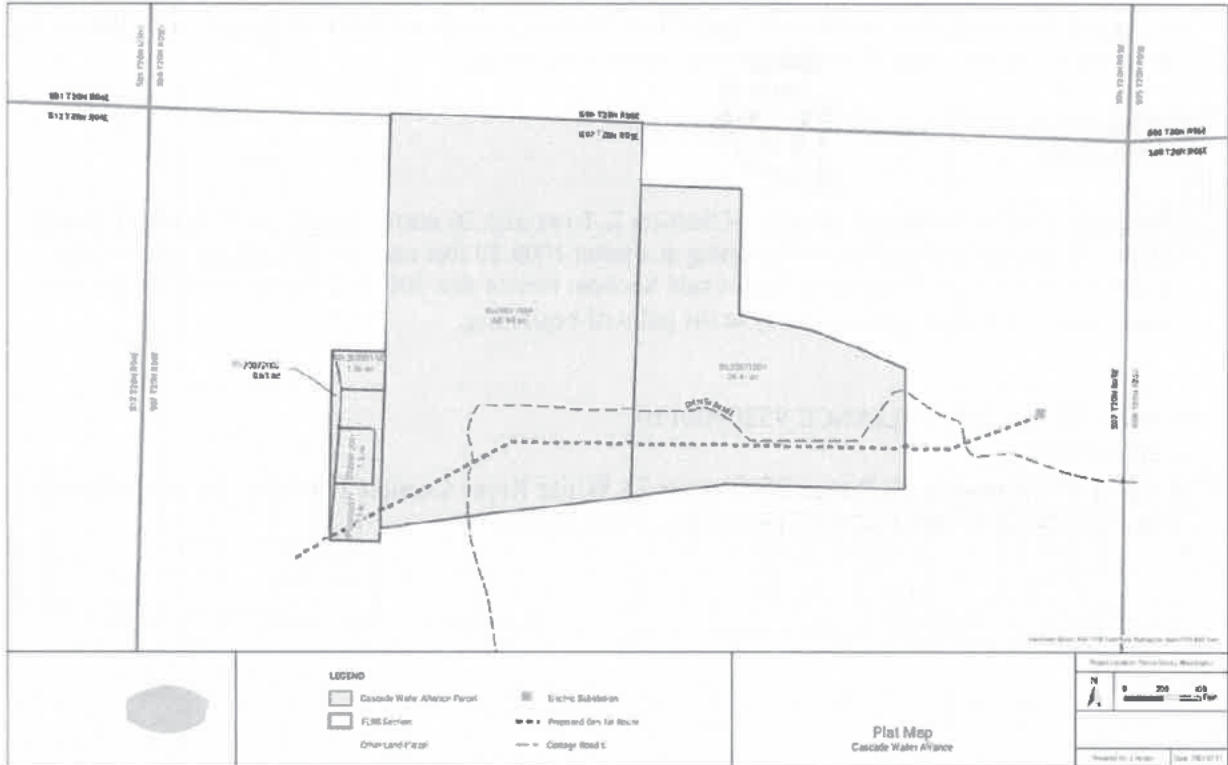
EXHIBIT A

RH

EXHIBIT B

DESCRIPTION AND DEPICTION OF THE TRANSMISSION EASEMENT

An easement one hundred fifty (150-) feet wide located on that portion of the Property generally depicted below.



This 150-foot easement will run across the following parcels (each parcel identified by their tax parcel number, moving from east to west) 0520071007, 0520072004, 9520000071, and 0520072002. On parcels 0520071007 and 0520072004 the easement is located on the southern end, just south of Cottage Road E. On parcel 0520071007, the easement will begin roughly 167 feet north of the parcel's southern boundary and will head west, roughly remaining in the middle of two transmission lines (further described below).

Parcels 0520071007 and 0520072004 contain nine transmission lines (transmission lines throughout this description are counted from the northern parcel boundary to the southern parcel boundary). This easement is located between the sixth transmission line (Puget Sound Energy, 115kV line) and seventh transmission line (Puget Sound Energy, 115kV line) and will run east to west between these two transmission lines across parcels 0520071007 and 0520072004, until reaching the southwest corner of parcel 0520072004 where the easement crosses the seventh transmission line and heads diagonally across the remaining parcels, 9520000071 and 0520072002. The easement is located on the south end of parcel 9520000071 and is also south of parcel 0520072001's southern boundary. Parcel 9520000071 has six transmission lines and this easement enters parcel 9520000071 crossing the fifth transmission line (Puget sound Energy, 69kV line) and runs diagonal across the parcel also crossing 9520000071 parcel's sixth transmission line (transmission line details unknown).

Lastly, on parcel 0520072002 the easement is located near the southern end of the parcel and is also south

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of parcel 0520072002's fifth transmission line. Please see the map below, depicting the location of the easement via the bold dotted line.

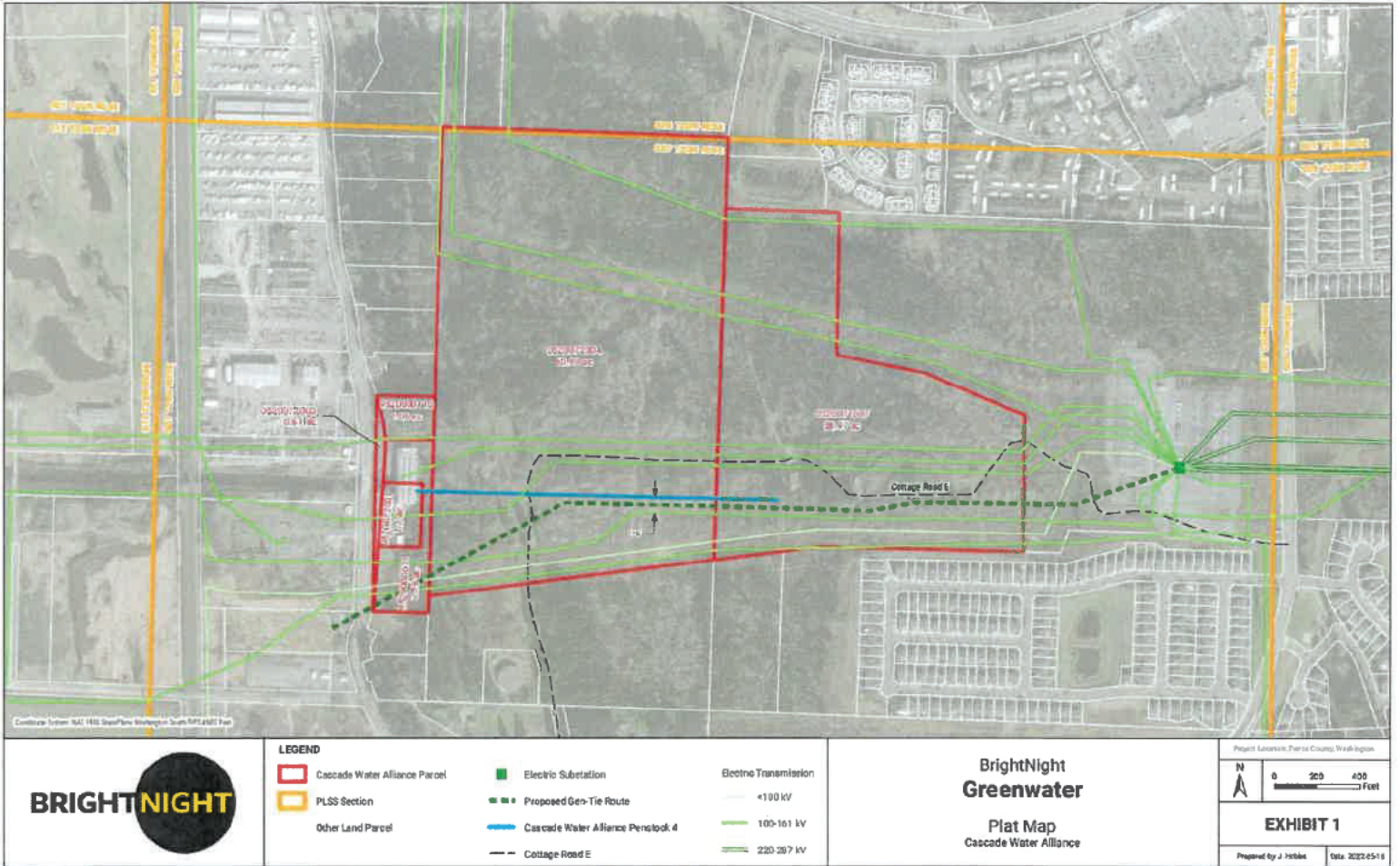


EXHIBIT B

BH

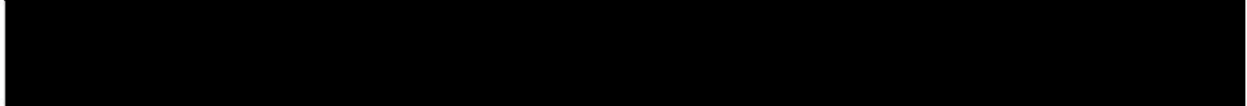
EXHIBIT C

TERMS OF PAYMENT

TO BE REDACTED OR REMOVED PRIOR TO RECORDING

The aggregate consideration for the Easements and all rights granted by Grantor to Grantee in the Agreement shall consist of a Signing Payment and Easement Payment, each as more particularly described below (collectively, the "*Consideration*").

The Consideration shall be paid in the following manner:



Easement Payment. Within fifteen (15) days after Commencement of Construction, Grantee shall pay to



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SCHEDULE 1

SITE RULES

1. Soil Excavation: Environmental Notification Requirements. Grantee shall provide both Grantor and PSE with at least fifteen (15) days' prior written notice (or, in the event of an emergency or other similar circumstance, such advance notice as is reasonable under the circumstances) of any planned Soil Excavation (as defined below) and shall provide Grantor with a description and the location of such planned Soil Excavation. Grantor shall have the right to have one or more observers present at all times during such Soil Excavation and Grantee shall provide such observers reasonable access to the Soil Excavation. If any Hazardous Substance or indicia of a Hazardous Substance is identified or suspected during any Soil Excavation, Grantee shall stop work on the Soil Excavation, and provide notice to Grantor and PSE within 48 hours after Soil Excavation work is stopped. Grantee and Grantor shall cooperate in good faith to determine whether the Hazardous Substance is a Pre-Existing Release and, if so, both parties will cooperate with PSE to address the same pursuant to the terms of the Lake Tapps Asset Purchase Agreement dated April 23, 2008, and the First Amendment thereto dated December 18, 2009. Notice to PSE under this Paragraph 1 shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by fax or sent by registered or certified mail, postage prepaid, or by an internationally recognized overnight courier service that provides a receipt of delivery, in each case, to PSE at the addresses specified below (or a different address provided to Grantee by Grantor or PSE):

If to PSE: Puget Sound Energy, Inc.
355 – 110th Ave NE, EST-10W
Bellevue, WA 98004
Attn: Vice President of Power Generation

with a copy to: Puget Sound Energy, Inc.
355 – 110th Ave NE, EST-10W
Bellevue, WA 98004
Attn: General Counsel

with a copy to: Puget Sound Energy, Inc.
355 – 110th Ave NE, EST-10W
Bellevue, WA 98004
Attn: Manager Environmental Services

with a copy to: Puget Sound Energy, Inc.
355 – 110th Ave NE, EST-10W
Bellevue, WA 98004
Attn: Supervisor Environmental Services

All notices shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or one (1) business day after deposit for delivery with a reputable overnight courier.

a. "Business Day" means a day other than Saturday, Sunday, any day on which banks in the State of Washington are authorized or obligated to close or any day on which the recording office of King County or Pierce County is not open for business.

b. "Environmental Law" means any federal, Washington State, or local law or order then in effect

relating to the regulation or protection of human health and safety or to the regulation, protection and preservation of the environment or to Releases or threatened Releases of Hazardous Substances into the environment (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, including, but not limited to: the Endangered Species Act; the Clean Air Act; the Federal Water Pollution Control Act (also known as the Clean Water Act); the Safe Drinking Water Act; the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act (to the extent applicable to exposure to or handling of Hazardous Substances); the Emergency Planning and Right-to-Know Act of 1986; the Hazardous Materials Transportation Control Act of 1980; the Federal Insecticide, Fungicide and Rodenticide Act; the Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; MTCA; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

c. "Hazardous Substances" means (i) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls (PCBs); (ii) any chemicals or other materials or substances that are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants" or words of similar import under any Environmental Law; and (iii) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any applicable governmental authority under any Environmental Law.

d. "Pre-Existing Release" means any Release on, on to, under or within the Easement Areas, Property or any adjacent property owned by Grantor, that occurred prior to the Effective Date or is a continuing Release of Hazardous Substances that were placed or came to be located on the Easement Areas, Property or any adjacent property owned by Grantor prior to the Effective Date.

e. "Release" means any release, spill, emission, leak, injection, deposit, disposal, discharge, dispersal, leaching, migration, or other entry of Hazardous Substances into the indoor or outdoor environment, including the movement of Hazardous Substances through, or the existence of Hazardous Substances in, ambient air, soil, surface water, ground water, wetlands, land or subsurface strata.

f. "Soil Excavation" means any boring, sampling, or excavation performed with mechanized equipment (as opposed to hand tools) on the Easement Areas and Property.

2. Reinforce Penstocks Crossing. Grantee shall adequately reinforce the road crossing (the existing steel sheet identified by blue markers) located over the penstock pipelines to Grantor's satisfaction for any vehicle exceeding one (1) ton in weight.

3. Notice when Accessing the Property. Except as otherwise set forth in this Agreement, during the Term, Grantee shall provide Grantor with three (3) hours' written or email notice prior to entering the Property and Easement Areas. If, however, there is an emergency that requires immediate inspection of or access to the Easement Areas, reasonable notice under the circumstances by telephone (including by leaving a voicemail) or email to Grantor is sufficient.

4. Gate Lock. Grantee shall pay any replacement cost for the lock to the gate accessing the Property if

SCHEDULE 1

Grantee, its agents, contractors, or employees loses the lock or the key.

5. Schedule Applicable to all Parties Accessing the Property. Grantee shall coordinate with all employees, agents, contractors, and other parties conducting work for Grantee on the Property under this Agreement to ensure compliance that requirements set forth in this Schedule are timely met.

SCHEDULE 1

SCHEDULE 2

QUARTERLY MEETING/PROJECT PLANS

In accordance with Paragraph 2(b) of the Agreement, Grantor and Grantee shall conduct Quarterly Meetings in connection with Grantee’s proposed development and construction of Transmission Facilities and Access Easements. Grantee and Grantor anticipate that the Quarterly Meetings will address the following development, construction, and operations and maintenance activities and documents. The parties acknowledge that the following timeframe and project plans are preliminary only and failure by the parties or either party to address during any Quarterly Meeting any matter set out in this Schedule 2 shall not constitute a breach of the Agreement so long as all conditions of notice and approval (as and to the extent applicable) of the activity are satisfied.

Where used in this Schedule 2, the purpose of “concurrence” (or to “concur”) is to create a Transmission Facilities design that is mutually satisfactory to Grantor and Grantee. The term “concurrence” or “concur” does not mean “approval,” and concurrence shall not be unreasonably withheld with the intent to delay, prevent, or effectively prohibit Grantee’s Transmission Facilities from being constructed and used in accordance with this Agreement, taking into consideration Grantor’s operational and safety requirements.

Contact information for each of Grantor and Grantee in connection with Quarterly Meetings is set out below (such contact information may be updated via email notice of the change):

<p>GRANTOR CONTACT: Joe Mickelson Henry Chen Joe’s Cell: 206-930-0211 Henry’s cell: 425-505-9877 Email: Joe: jmickelson@cascadewater.org Henry: hchen@cascadewater.org</p>	<p>GRANTEE CONTACT: Margaret Nolan and Chris Wissel-Tyson Telephone: Margaret Nolan: 773-392-7423 Chris Wissel-Tyson: 925-457-5937 Email: Margaret Nolan: margaret@brightnightpower.com Chris Wissel-Tyson: chris@brightnightpower.com</p>
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Quarterly Meetings Project Phase:	<u>Activity / Milestone Topic:</u>	Notice or Approval/Concurrence Requirements (as Applicable):
<u>(A) Development</u>	<u>Phase I ESA</u>	Grantee to provide Grantor five (5) days’ notice to Grantor together with right of Grantor to accompany Grantee’s environmental consultant on Property.
	<u>Land Survey</u>	Grantee to provide Grantor five (5) days’ notice to Grantor together with right of Grantor to accompany Grantee’s surveyor on Property.
	<u>Review of Anticipated Access Easement Area</u>	Prior to Commencement of Construction, Grantee and Grantor shall consult on the proposed Access Easement Area. Within ten (10) business days after delivery by Grantee of a preliminary survey of any proposed Access Easement Area, Grantor shall concur or provide written comments about such

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proposed Access Easement Area. Failure by Grantor to respond within such 10-day period shall be deemed consent to the proposed Access Easement Area.

Revised Transmission
Facilities Easement
Area

Prior to Commencement of Construction, Grantee and Grantor shall consult on the final location of the Transmission Facilities Easement Area. Within ten (10) business days after delivery by Grantee of a preliminary survey of any proposed material changes to the Transmission Facilities Easement Area, Grantor shall concur or provide written comments on such proposed Transmission Facilities Easement Area. Failure by Grantor to respond within such 10-business day period shall be deemed consent to the proposed Transmission Facilities Easement Area.

Geotechnical Studies

Grantee to deliver to Grantor not fewer than 20 business days' prior notice and draft written scope of any proposed geotech boring activity within the Easement Areas for Grantor's review and concurrence. Grantor shall deliver any comments on any proposed geotechnical study within 10 business days. Failure to deliver any such comments shall be deemed concurrence with the draft scope.

Implementation of
Insurance Policies

Evidence that the insurance requirements set forth in Paragraph 6(g) of the Agreement must be provided to Grantor prior to entry onto the Property by Grantee or any parties acting on behalf of (or at the direction of) Grantee.

Review of Initial
Studies and Surveys

Grantee shall promptly deliver to Grantor copies of any studies indicating potential adverse impacts to soil and slope stability or existing uses of or improvements on Property.

Preliminary Permitting
Checklist

Grantee shall promptly deliver the preliminary permitting checklist to Grantor in advance of a Quarterly Meeting. Grantor to deliver comments to Grantee within 15 business days after receipt.

30% Site Design
Review

Grantee to deliver 30% Site Design to Grantor in advance of Quarterly Meeting. Grantor to deliver comments to Grantee within 15 business days after receipt. Grantor's review and concurrence of such Site Design (and Grantor's review and concurrence of other Site Designs described below) shall not be evidence of the adequacy, accuracy or desirability

of the site design, nor whether the site design is in conformance with applicable laws, codes and regulations, nor shall it relieve Grantee from any obligation under this Agreement.

Review of SWPPP and erosion control plan

Grantee to deliver SWPPP and erosion control plan to Grantor in advance of Quarterly Meeting. Grantor to deliver comments to Grantee within 15 business days after receipt.

Review of grading and clearing plans

Grantee to deliver grading and clearing plans to Grantor in advance of Quarterly Meeting. Grantor to deliver comments to Grantee within 15 business days after receipt.

60% Site Design Review

Grantee to deliver 60% Site Design to Grantor in advance of Quarterly Meeting. Grantor to deliver comments to Grantee within 15 business days after receipt.

90% Site Design Review

Grantee to deliver 90% Site Design to Grantor in advance of Quarterly Meeting. Grantor to deliver comments to Grantee within 15 business days after receipt. Any material change to the 90% Site Design shall be submitted to Grantor, clearly indicating the nature and reason for the change, for Grantor's review and concurrence. Grantor shall have fifteen (15) business days in which to review and concur or make comments and request changes to such proposed changes to the 90% Site Design. Grantor shall make all revisions to the 90% Site Design required by Grantor within a reasonable amount of time relative to the nature of the change after receipt of Grantor's comments. Any additional material changes to the Site Design will repeat the process outlined above.

(B) Construction

Preliminary Notice to Proceed

Grantor and Grantee to coordinate preconstruction activities prior to commencement of construction.

Notice to Proceed

Grantee shall request a Notice to Proceed (NTP) Date from Grantor at least 30 days in advance of such date. Grantor shall concur with or provide written comments or concerns about such NTP Date, such concurrence or comments to be delivered not fewer than 15 days before NTP.

(C) Post-Construction

Operations and Maintenance Plan Review

A draft Operations and Maintenance Plan shall be submitted to Grantor for Grantor's review and concurrence. Grantor shall have fifteen (15)

SCHEDULE 2

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business days to in which to review and concur or make comments and request changes to such draft Operations and Maintenance Plan. Grantor shall make all revisions to the draft Operations and Maintenance Plan required by Grantor within a reasonable amount of time relative to the nature of the change after receipt of Grantor's comments. Any additional material changes to the Operations and Maintenance Plan will repeat the process outlined above.

Review of as-built survey

Grantee to promptly deliver to Grantor copies of as-built surveys including site layouts, coordinates and vertical elevations, and all above- and below-ground structures constructed by Grantee.

EXHIBIT D

CERTAIN MATTERS NOT OF RECORD

Easement Agreement (Access-Cottage Road) by and between Puget Western, Inc. and Cascade Water Alliance, recorded in the real property records of Pierce County, Washington on December 18, 2009 as Document No. 200912180798 in connection with a portion of Lot 1, Large Lot Subdivision, under Recording No. 200009015003, in Sec. 7, T20N., R5E., Pierce County, Washington.

Storage Rental Agreement dated June 8, 2012 by and between Cascade Water Alliance, a Washington nonprofit corporation, and Puget Sound Energy, Inc., a Washington corporation in connection with 294 square feet of storage space located within the powerhouse located at 2111 E. Valley Highway East, Sumner, WA 98390-9580.

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200912180798 13 PGS
12/18/2009 04:26:15 PM \$74.00
PIERCE COUNTY, WASHINGTON

RETURN ADDRESS:

Denice Trimble
GordonDerr LLP
2025 First Avenue, Suite 500
Seattle, WA 98121

EASEMENT AGREEMENT
(ACCESS—COTTAGE ROAD)

REFERENCE NO.: N/A
GRANTOR: PUGET WESTERN, INC.
GRANTEE: CASCADE WATER ALLIANCE
SHORT LEGAL: Ptn. of Lot 1, Large Lot Subdivision, under Recording No.
200009015003, in Sec. 7, Township 20 N., Range 5 E., Pierce County,
Washington.
ASSESSOR'S PROPERTY
TAX PARCEL: Ptn. 0520072003

18 This **EASEMENT AGREEMENT** ("Agreement"), dated effective as of December 2009, is by and between Cascade Water Alliance, a Washington nonprofit corporation ("CWA"), and Puget Western, Inc., a Washington corporation ("PWI").

WHEREAS, PWI is the owner of certain property located in Pierce County, Washington (the "PWI Property"), as further described on Exhibit A attached hereto and made a part hereof;

WHEREAS, PWI desires to grant certain easement rights to CWA to a strip of land approximately forty (40) feet in width, located within the PWI Property as described on Exhibit B attached hereto and made a part hereof, and as depicted on Exhibit C attached hereto and made a part hereof (the "Original Easement Property"), which Original Easement Property CWA may use for the purposes described herein;

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which PWI acknowledges, and in consideration of the performance by the parties of the covenants contained herein, PWI hereby grants to CWA certain easement rights subject to the terms, conditions and covenants contained herein:

- 1. **Grant of Permanent Access Easement.** PWI hereby grants to CWA, a perpetual, nonexclusive easement for vehicular ingress and egress on, in,

EXCISE TAX EXEMPT DATE 12-1809
Pierce County

By PC Auth. Sig

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along, over and across the Easement Property (as defined below in Section 3.b) for the purpose of allowing emergency vehicles and CWA's employees and contractors reasonable access to CWA's water supply project as now or hereinafter constructed, as well as the existing facilities (collectively, the "CWA Facilities"), each on CWA's property described on Exhibit D attached hereto and made a part hereof (the "CWA Property").

Except as otherwise expressly set forth herein, no other uses, purposes, rights or conveyances are implied or granted hereunder to CWA.

2. Improvement and Maintenance of the Easement Property.

- a. At such time as CWA receives notice that its rights under that certain Easement Agreement (Southeast Corridor), of even date herewith, and recorded as Recording No. 720912180801, Pierce County, Washington (the "Previous Easement") will be terminated, CWA shall have the right to improve and enlarge the road currently constructed within the Original Easement Property or as may be relocated pursuant to Section 3 as necessary to allow access by vehicles for the maintenance, repair and replacement of the CWA Facilities existing as of the date CWA gives notice to PWI of the termination of the Previous Easement. At such time as (1) CWA constructs a water treatment plant on the CWA Property, and (2) CWA gives or has given PWI written notice of the termination of the Previous Easement, CWA may make such improvements to the Easement Property as are necessary to provide secondary emergency access to the CWA Facilities as required by any agency having jurisdiction over the CWA Facilities. Any improvements by CWA shall be at CWA's sole cost and expense. Prior to CWA exercising its rights pursuant to this Section 2(a), CWA shall provide copies of its construction plans to PWI for PWI's review and approval, such approval not to be unreasonably withheld, conditioned or delayed.
- b. PWI shall generally be responsible for maintenance of any roads located on the Easement Property; provided, however, that in the event that damage to the road within the Easement Property results from CWA's use of the Easement Property, other than ordinary wear and tear, as determined by PWI acting commercially reasonably, then CWA shall restore such road to the condition in which it existed prior to the time of the damage. In the event that CWA disturbs other areas of the Easement Property, CWA shall restore the Easement Property to the condition in which it existed at the commencement of such activity, including hydroseeding disturbed areas, if any, all at no cost or expense to PWI.

- c. During the construction of any roadway improvements by CWA, CWA shall use commercially reasonable efforts to ensure that such construction occurs at times and in a manner that reasonably minimizes the disruption of the owners or users of the PWI Property.

3. PWI's Use of the Easement Property; Relocation.

- a. PWI reserves the right to use the PWI Property, including, but not limited to, the Easement Property, for any purpose not inconsistent with the rights herein granted to CWA, including, but not limited to, the right at any time to relocate the Easement Property pursuant to Section 3(b) below.
- b. PWI shall have the right from time to time to relocate all or part of the Easement Property within the PWI Property (the "Relocated Easement Property;" together with the Original Easement Property, the "Easement Property"), or to make improvements or modifications to the existing road (such relocation and improvement rights collectively referred to as the "PWI Road Modifications"), at PWI's sole cost and expense and subject to the following conditions:
 - i. The PWI Road Modifications and the Relocated Easement Property must provide equivalent access in all material respects for CWA to access the CWA Property from a public right of way via the Relocated Easement Property.
 - ii. At the time of the proposed PWI Road Modifications, if CWA has already exercised its rights pursuant to Section 2(a), PWI shall construct the PWI Road Modifications in the Relocated Easement Property that meet the equivalent standards of the roadway improvements that existed in the Easement Property prior to the relocation. When PWI proposes any PWI Road Modifications, PWI shall provide copies of its construction plans for the PWI Road Modifications to CWA for its review, such review not to be unreasonably conditioned or delayed. PWI shall cooperate with CWA in making such modifications as are reasonably requested by CWA to meet secondary emergency access requirements of any agency having jurisdiction over the CWA Facilities. To the extent such modifications result in an increase in the cost of the PWI Road Modifications, CWA shall be responsible for the incremental costs associated with the CWA modifications.

- iii. During the construction of any PWI Road Modifications by PWI, PWI shall use commercially reasonable efforts to ensure that such construction occurs at times and in a manner that reasonably minimizes the disruption of CWA's use of the Easement Property.
 - iv. The parties shall enter into an amendment to this Agreement to document the Relocated Easement Property.
4. **Cooperation.** Each party hereby agrees to execute additional documents and to take such actions as are necessary and appropriate to effectuate the intent of this Agreement. During the term hereof, each party shall reasonably cooperate with the other, at no cost or expense to the other, in connection with a party's obtaining all permits and approvals necessary for the development, construction, repair and reconstruction of a party's improvements (if any) on the Easement Property, including, but not limited to, signing documents requested by a party and using commercially reasonable efforts to obtain signatures of such party's tenants and lenders, if any, on nondisturbance agreements, so long as such requests do not unreasonably interfere with a party's rights provided for herein.
5. **Insurance.** CWA agrees to maintain reasonable and customary liability insurance for personal injury, death, and property damage arising out of, or having to do with CWA's use, occupancy, and possession of, or acts or omission on or about, the PWI Property, including the Easement Property, and CWA shall provide PWI with satisfactory evidence of such insurance upon PWI's request.
6. **Indemnity.** CWA agrees to indemnify, defend and hold PWI harmless from and against any liability or damage incurred by PWI relating to or arising from CWA's operation, maintenance, use or control of the Easement Property (and facilities thereon) or presence, acts or omissions on the Easement Property or PWI Property of or by CWA or any agent, employee or contractor of CWA, or resulting from CWA's breach of this Agreement, but nothing herein shall require CWA to indemnify PWI for that portion of any such liability attributable to the negligence of PWI, its employees, agents or contractors, or resulting from PWI's breach of this Agreement. Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, each party specifically and expressly waives any immunity it may have under Washington State Industrial Insurance Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein. In no event shall either party's obligations hereunder be limited to the extent of any insurance available to or provided by the obligated party.

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7. **Remedies.** In the event of any breach or threatened breach of this Agreement by either party, the other party shall have all rights at law or in equity. In no event shall a waiver by either party of the right to seek relief under this Section constitute a waiver of any other or further violation. The prevailing party in any action brought to enforce or interpret the terms of this Agreement pursuant to this Section shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement.
8. **Covenants Running With the Land.** The parties agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and burden the PWI Property and benefit the CWA Property, and each party's present or future estate or interest therein and upon each of the parties and their successors and assigns.
9. **Limitations.** This Agreement, and the benefits conferred hereby, are subject to any other easements or encumbrances of record as of the date hereof.
10. **Notices.** Any notice or election required herein or permitted to be given or served by either party hereto upon the other shall be given or served in accordance with the provisions of this Agreement by personal delivery, by national overnight courier (such as Fed Ex, UPS, DHL), or by facsimile, properly addressed as follows:

If to PWI: Puget Western, Inc.
 19515 North Creek Parkway, Suite 310
 Bothell, WA 98011
 Telephone: (425) 487-6550
 Facsimile: (425) 487-6565

If to CWA: Cascade Water Alliance
 11400 SE 8th Street, Suite 440
 Bellevue, WA 98004
 Attn: CEO
 Telephone: (425) 453-0930
 Facsimile: (425) 453-0953

Each notice or communication shall be deemed to have been given to, or served upon, the party to whom it is addressed on the date of delivery or the next day after deposit with a national overnight courier. Each notice sent via facsimile shall be deemed to have been given to, or served upon, the party to

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whom it is addressed on the date such notice was faxed so long as it was sent using a facsimile machine which generates an electronic confirmation of having been received by the receiving party's facsimile machine. The addresses to which notices are to be mailed to either party hereto may be changed by such party by giving written notice thereof to the other party in the manner above provided.

11. **Compliance with Laws, Regulations, Work Standards.** CWA shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction over CWA or its operations, and all applicable statutes, orders, rules and regulations, including all applicable environmental laws, permit and approval requirements, and commercially reasonable construction and operation practices. All work to be performed by CWA on the Easement Property shall be in accordance with the plans submitted to and approved by PWI, if any, and shall be completed in a careful and workmanlike manner, free of claims or liens. By approving such plans and specifications, PWI assumes no liability or responsibility for the adequacy, accuracy or compliance of such plans with applicable law.
12. **Termination.** This Agreement shall terminate upon the date that the owner of the CWA Property no longer is operating or has no future plans to operate CWA Facilities upon the CWA Property.
13. **No Merger of Estates.** The easement(s) granted herein shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the real property described herein.
14. **Complete Agreement.** This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easement(s) provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of PWI and CWA.
15. **Choice of Law.** This Agreement shall be governed by the laws of the State of Washington, exclusive of its choice of law rules.
16. **Time of the Essence.** Time is of the essence of this Agreement and the performance of all obligations hereunder.
17. **Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder. All consents, permissions and

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approvals related to entry into this Agreement, and the obligations hereunder, have been obtained.

18. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.
19. **Singular and Plural.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.
20. **Severability.** Invalidation of any of the provisions contained in this Agreement, 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.
21. **Captions and Capitalized Terms.** The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.
22. **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.
23. **Counterparts.** This Agreement may be executed in one or more counterparts.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The parties execute this Agreement to be effective as of the date first written above.

CASCADE WATER ALLIANCE,
a Washington nonprofit corporation

By: Chuck Clarke

Chuck Clarke
Chief Executive Officer

PUGET WESTERN, INC.,
a Washington corporation

By: Gust M. Erikson

Name: Gust M. Erikson
Title: President

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EXHIBIT A

DESCRIPTION OF PWI PROPERTY

Lot 1 of Large Lot Subdivision, recorded under Recording No. 200009015003, Pierce County, Washington.

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EXHIBIT B
EASEMENT PROPERTY (ACCESS – COTTAGE ROAD)

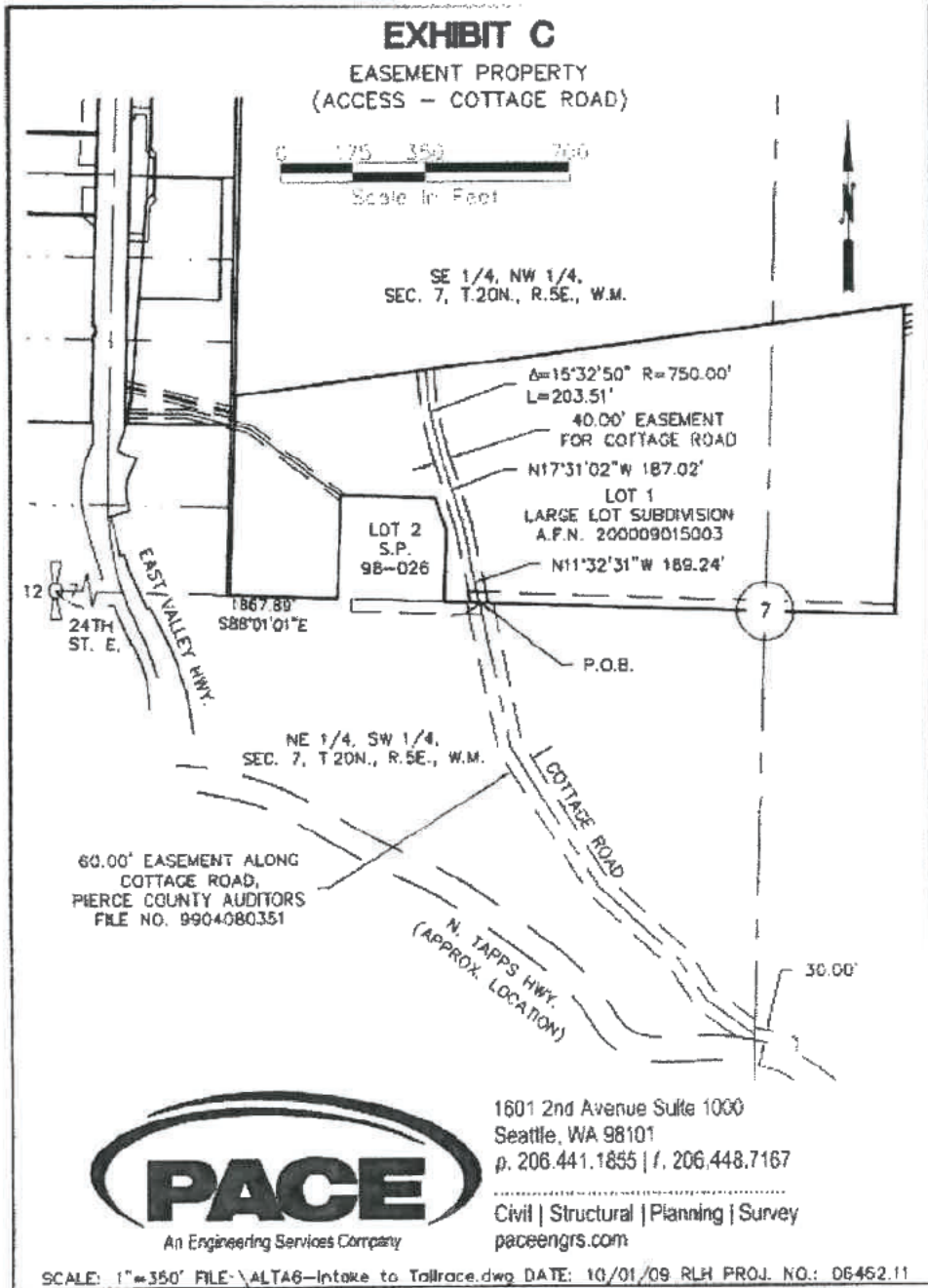
An easement for ingress and egress over the following described parcel:

That portion of Lot 1 of Large Lot Subdivision recorded under recording number 200009015003, records of Pierce County, Washington, being in the Southeast Quarter of the Northwest Quarter of Section 7, Township 20 North, Range 5 East, W.M., Pierce County, Washington, and that portion of the Northeast Quarter of the Southwest Quarter of said Section 7, described as follows:

A tract of land 40 feet wide lying 20 feet on each side of the following described centerline:

Beginning at a point on the south line of the Northwest Quarter of said Section 7 which is South $88^{\circ}01'01''$ East, 1,867.89 feet from the west quarter corner of said Section 7, said point also being on the south line of said Lot 1;
Thence North $11^{\circ}32'31''$ West 189.24 feet;
Thence North $17^{\circ}31'02''$ West 187.02 feet to the beginning of a curve concave to the northeast having a radius of 750.00 feet;
Thence along said curve through a central angle of $15^{\circ}32'50''$, for an arc length of 203.51 feet to a point on the north line of said Lot 1 and the terminus of this centerline description.

Together with that certain tract of land described in easement document under Pierce County Auditor's recording number 9904080351.



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EXHIBIT D

DESCRIPTION OF CWA PROPERTY

All of that real property conveyed by Puget Sound Energy, Inc. to Cascade Water Alliance under the following documents: (i) Bargain and Sale Deed, of even date herewith, recorded under Auditor's File No. 2009121800054, King County, Washington; (ii) Bargain and Sale Deed, of even date herewith, recorded under Auditor's File No. 200912180783, Pierce County, Washington; (iii) Quit Claim Deed, of even date herewith, recorded under Auditor's File No. 2009121800055, King County, Washington; and (iv) certain easements to CWA recorded of even date herewith.

PSE
20120609-00

STORAGE RENTAL AGREEMENT

June

THIS STORAGE RENTAL AGREEMENT (this "Agreement") is made as of ~~April~~ 8 2012 (the "Effective Date"), by and between CASCADE WATER ALLIANCE, a Washington nonprofit corporation ("Landlord"), and PUGET SOUND ENERGY, INC., a Washington corporation ("Tenant"). Landlord and Tenant are sometimes referred to herein as the "Parties."

RECITALS

A. Landlord owns that certain real property (Assessor's Parcel Nos. 9520000071 & 0520072001) located at 2111 East Valley Highway East, Sumner, Washington, 98390-9580, and commonly known as the "Powerhouse" property.

B. Tenant desires to use a portion of the space located within the Powerhouse (the "Storage Space") for storage of Tenant's equipment, inventory, and personal property. The Storage Space consists of approximately 294 square feet and is generally depicted on Exhibit A attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals set forth above and the covenants of the Parties set forth herein, the Parties hereby agree as follows:

1. For each month in which Tenant occupies the Storage Space, Tenant shall pay Landlord the sum of \$500.00 per month, payable in advance on or before the first (1st) day of each month. All late payments shall bear interest at one percent (1%) per month until paid. Payment shall be sent to:

Cascade Water Alliance
Attn: Chris Paulucci
520 112th Avenue NE, Suite 400
Bellevue, WA 98004

2. Tenant shall occupy the Storage Space for the purpose of storing equipment, inventory, and other personal property:

3. Tenant shall have reasonable pedestrian and vehicular access (e.g., forklift and similar equipment) through and over the Powerhouse property in order to access the Storage Space. Tenant shall coordinate with Landlord at all times prior to accessing the Powerhouse property.

4. The term of this Agreement shall continue for a period one (1) year from the Effective Date and shall automatically renew for successive periods of one (1) year until terminated with thirty (30) days' written notice given by either Landlord or Tenant.

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5. Tenant shall keep the Storage Space in an orderly condition and shall pay for any damage caused by Tenant during the term of this Agreement. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, liabilities, injuries, and damages arising from Tenant's use of the Storage Space, including any physical damage to the Storage Space; provided, however, Tenant shall not have any obligation pursuant to the foregoing to the extent such damage arises from Landlord's negligence or willful misconduct.

6. Landlord shall reimburse Tenant for any damage to Tenant's property located in the Storage Space to the extent arising from Landlord's negligence or willful misconduct; provided, however, Landlord shall not have any obligation pursuant to the foregoing to the extent such damage arises from Tenant's negligence or willful misconduct.

7. Prior to Tenant removing any of Tenant's equipment, inventory or personal property, Tenant shall provide Landlord with its removal plans for Landlord's reasonable approval. Tenant shall ensure that Landlord is named as an additional insured on any insurance policies relating to the removal of such property.

8. Upon termination of this Agreement, Tenant shall surrender the Storage Space in neat and clean condition, ordinary wear and tear excepted. Tenant's equipment, inventory, and other personal property stored in the Storage Space shall become Landlord's property unless removed before the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of date first written above.


LANDLORD:

CASCADE WATER ALLIANCE,
a Washington nonprofit corporation

TENANT:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By


Chuck Clark, CEO

By


Roger S. McNulty, Director Corporate Facilities

MIKE RICHARDSON, DIRECTOR CORP. SHARED SERVICES

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chuck Clarke is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Chief Executive Officer of Cascade Water Alliance to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 23, 2012



Linda D. Moreno
Print Name: Linda D. Moreno
NOTARY PUBLIC in and for the State of
Washington, residing at Kent, WA
My commission expires: 8-10-14

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that ~~Roger S. McNulty~~ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Director Corporate Facilities of Puget Sound Energy, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

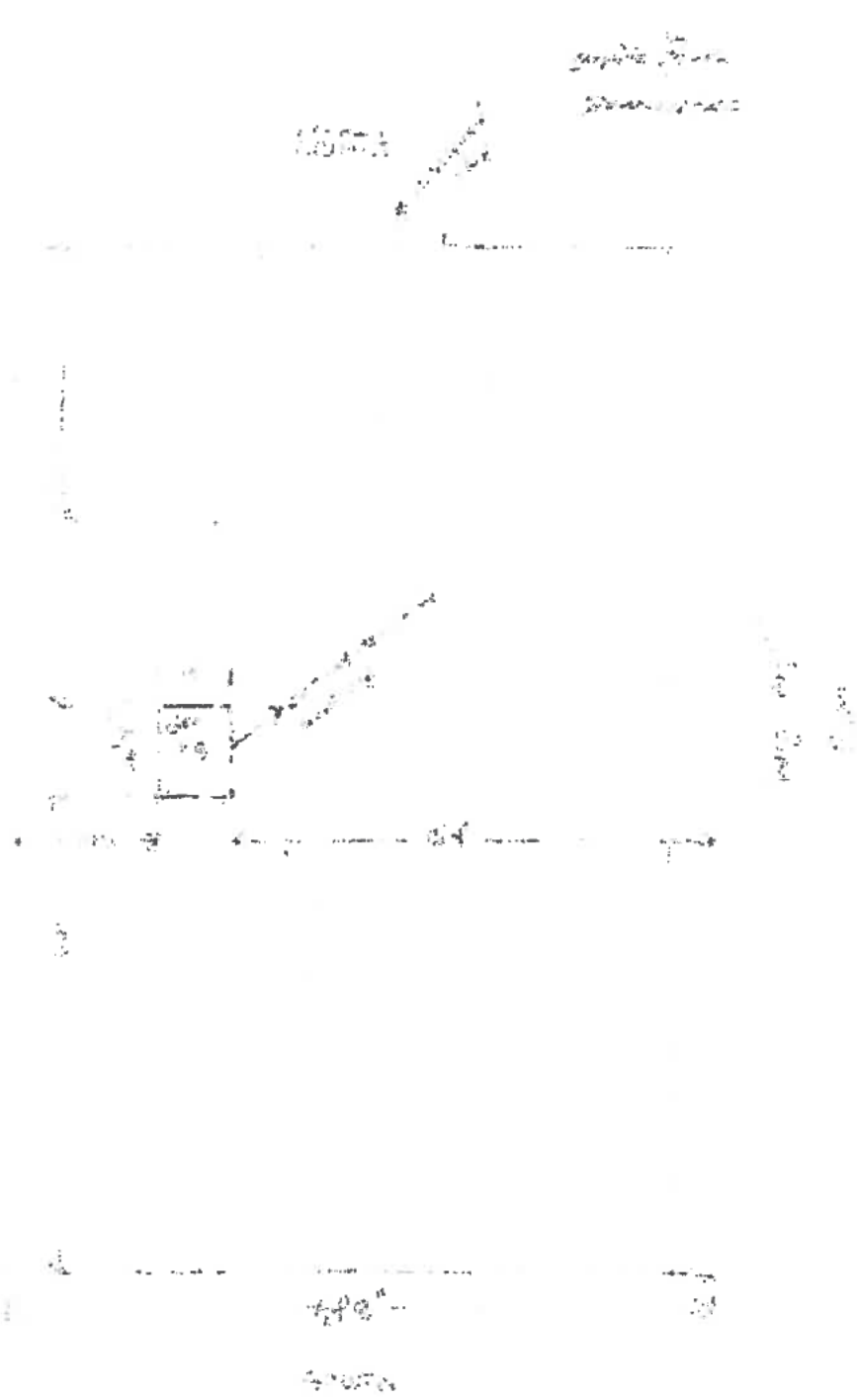
Dated: June 8, 2012



[Signature]
Print Name: KURT J. KREBS
NOTARY PUBLIC in and for the State of
Washington, residing at Puyallup
My commission expires: 6/29/2014

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EXHIBIT A
(Storage Space)



RT