

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate
1660 Park Lane
Burlington, WA 98233



EASEMENT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/06/2021

REFERENCE #

GRANTOR (Owner): **VICTOR JENSEN AND JUDITH JENSEN, DARLA HOPE JENSEN**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN LOTS 1 & 2, SHORT PLAT 90-63, A PTN S2 of NW QTR, SEC 9-35N-3E**
ASSESSOR'S PROPERTY TAX PARCEL: **P33970, 350309-2-004-0009**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VICTOR JENSEN and JUDITH JENSEN, husband and wife, and DARLA HOPE JENSEN, a single person** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

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

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows: A right-of-way Ten (10) feet in width with Five (5) feet on each side of a centerline described as follows:

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

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement:

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 4th day of October, 2021.

OWNERS:

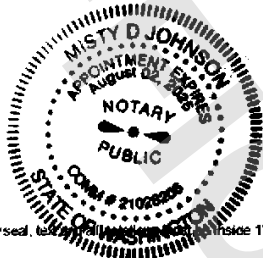
By: Victor R. Jensen
VICTOR JENSEN

By: Judith Jensen
JUDITH JENSEN

By: Darla Hope Jensen
DARLA HOPE JENSEN

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 4th day of October, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **VICTOR JENSEN and JUDITH JENSEN**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

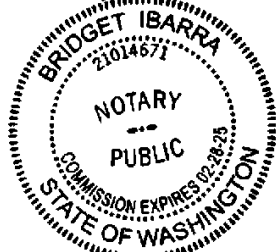


Notary seal, text and all notations must be inside 1" margins

Misty D. Johnson
(Signature of Notary)
Misty D. Johnson
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at
My Appointment Expires: 8/2/25

STATE OF WASHINGTON)
) SS
COUNTY OF Snohomish)

On this 5th day of October, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DARLA HOPE JENSEN** to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



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

Bridget Ibarra
(Signature of Notary)
Bridget Ibarra
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at
My Appointment Expires: 2-28-25

Exhibit "A"

That portion of Lots 1 and 2, Short Plat No 90-63, approved and recorded January 24, 1991 in Volume 9 of Short Plats, page 306, under Recording No. 9101240031, and being a portion of the South half of the Northwest quarter and the Southwest of the Northeast quarter of Section 9, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at a point on the East line of said Lot 2 which lies South 00°00'00" East, a distance of 246.38 feet from the Northeast corner of said Lot 2.
Thence South 90°00'00" East, a distance of 217.10 feet
Thence South 00°00'00" East, a distance of 188.42 feet;
Thence North 90°00'00" West, a distance of 238.12 feet;
Thence North 00°00'00" East a distance of 188.42 feet;
Thence South 90°00'00" East, a distance of 21.01 feet to the point of beginning of this description;

AND TOGETHER WITH a 30 foot wide perpetual and nonexclusive easement for ingress, egress and utilities over, under and through that portion of Lot 1 of Short Plat No. 90-63, as recorded in Volume 9 of Short Plats, page 306, under Auditor's File No. 9101240031, records of Skagit County, Washington, described as follows:

Beginning at a point on the East line of Lot 2 of Short Plat 90-63 which lies South 00°00'00" East, a distance of 246.38 feet from the Northeast corner of said Lot 2;
Thence North 90°00'00" West, a distance of 21.01 feet;
Thence South 00°00'00" West, a distance of 140.58 feet to the point of beginning of this description;
Thence South 83°05'42" West, a distance of 353.62 feet to the East line of Church Road;
Thence South 5°38'01" East along the East line of Church Road, a distance of 30.01 feet;
Thence North 83°05'42" East, a distance of 350.66 feet;
Thence North 00°00'00" East, a distance of 30.22 feet to the point of beginning of this description.
(said parcel now new Lot 2, as reconfigured by Boundary Line Adjustment Deed recorded November 29, 2007, under Recording No. 200711290072, records of Skagit County, Washington.)

Situate in the County of Skagit, State of Washington.