

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Right-of-Way
1660 Park Lane
Burlington, WA 98233



EASEMENT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/30/2022

REFERENCE NO: N/A
GRANTOR: **MICHAEL JENSEN & CATHERINE JENSEN**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN NW ¼, NE ¼, SEC 24, TWN 34 N, RNG 02 E**
ASSESSOR'S PROPERTY TAX PARCEL: **340224-0-001-0009 / P20682**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MICHAEL JENSEN and CATHERINE JENSEN**, husband and wife ("Grantor"), hereby grant and convey to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in Skagit County, Washington (the "Property"):

See Exhibit "A" attached hereto and by this reference made a part hereof.

Except as may be otherwise set forth herein, PSE's rights shall be exercised upon that portion of the Property the ("Easement Area") described as follows:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows: The centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described Property, generally located as shown on Exhibit "B" attached hereto and hereby incorporated by this reference.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of transmission, distribution and sale of electricity. Such systems may include:

Overhead facilities. Poles 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.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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 Grantor prior notice that such trees will be cut, trimmed, removed or disposed. Grantor shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

5. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

6. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Grantor from and against liability incurred by Grantor as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Grantor, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Grantor and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder.

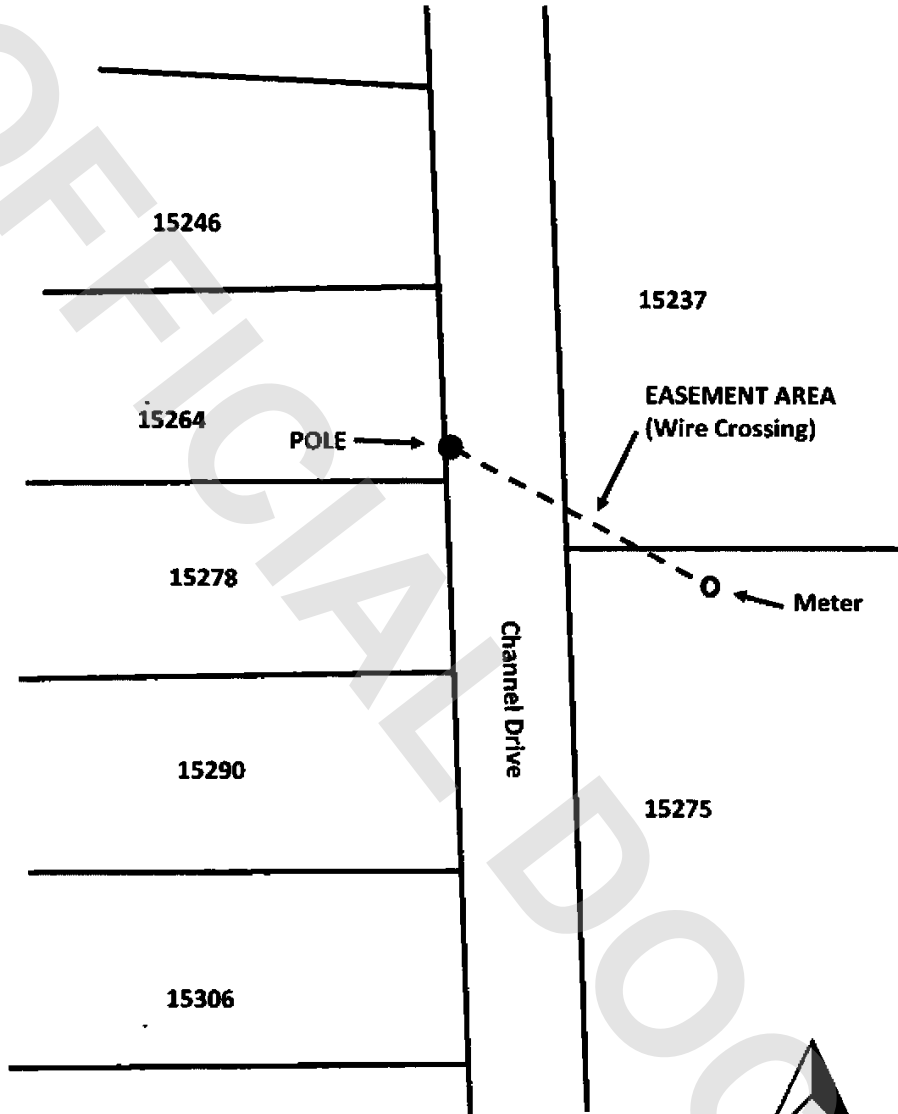
EXHIBIT "A"
(Legal Description)

THAT PORTION OF LOT4 SHORT PLAT#PL00-0408 AF#200208010118 LYING SOUTHERLY AND WESTERLY OF DITCH. LOCATED IN A PORTION OF GOVERNMENT 1, SECTION 24, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT ANY PORTION OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF LOT 4 OF SHORT PLAT NUMBER PLOO-0408 AS APPROVED ON JULY 31, 2002 AND RECORDED AUGUST 1, 2002 UNDER AUDITOR'S FILE NUMBER 200208010118, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. AND ALSO IN SECTION 19, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF SHORT PLAT NUMBER PL02-0485 AS APPROVED ON SEPTEMBER 13, 2002 AND RECORDED SEPTEMBER 16, 2002 UNDER AUDITOR'S FILE NUMBER 200209160059, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTIONS 13, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. AND ALSO IN SECTION 18, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 OF SAID SHORT PLAT NUMBER PL02-0485 TO THE SOUTHEAST CORNER OF SAID SECTION 13, AS SHOWN OF THE "PLAT OF SKAGIT BEACH NO. 1", AS PER PLAT RECORDED IN VOLUMES OF PLATS, PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE S 88-45-40 W, 2199.86 FEET ALONG THE SOUTH LINE OF SAID SECTION 13, AS SHOWN OF THE "PLAT OF SKAGIT BEACH NO. 1", TO A POINT ON THE EAST LINE OF TRACT "E" OF SAID "PLAT OF SKAGIT BEACH NO. 1" WHICH BEARS N 45-28-30 E, 100.95 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT "E", AND WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE N 88-45-40 E, 58.34 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 TO A POINT ON A LINE THAT IS 40 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF TRACT "E" OF SAID "PLAT OF SKAGIT BEACH NO. 1"; THENCE S 45-28-30 W, 130.52 FEET ALONG SAID PARALLEL LINE; THENCE S 9-44-00 W, 53.06 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID "PLAT OF BEACH NO. 1" TO AN EXISTING DITCH; THENCE S 66-31-59 E, 18.50 FEET ALONG SAID DITCH; THENCE S 32-54-23 E, 22.50 FEET ALONG SAID DITCH; THENCE S 10-11-32 E, 38.03 FEET ALONG SAID DITCH; THENCE S 1-18-54 W, 161.19 FEET ALONG SAID DITCH; THENCE S 2-55-57 E, 65.76 FEET ALONG SAID DITCH; THENCE S 17-42-52 E, 84.23 FEET ALONG SAID DITCH; THENCE S 31-14-08 E, 81.72 FEET ALONG SAID DITCH; THENCE S 39-47-07 E, 108.82 FEET ALONG SAID DITCH; THENCE S 48-43-40 E, 131.89 FEET ALONG SAID DITCH; THENCE S 29-41-21 E, 110.25 FEET ALONG SAID DITCH; THENCE S 12-50-42 E, 174.01 FEET ALONG SAID DITCH; THENCE S 16-17-21 E, 137.92 FEET ALONG SAID DITCH; THENCE S 21-45-41 E, 105.65 FEET ALONG SAID DITCH; THENCE S 42-03-59 E, 161.32 FEET ALONG SAID DITCH; THENCE S 53-43-28 E, 133.16 FEET ALONG SAID DITCH; THENCE S 49-24-40 E, 115.89 FEET ALONG SAID DITCH; THENCE S 68-41-03 E, 162.43 FEET ALONG SAID DITCH; THENCE S 1-21-14 E, 61.40 FEET ALONG SAID DITCH; THENCE S 19-06-04 W, 93.09 FEET ALONG SAID DITCH; THENCE S 14-08-21 W, 69.28 FEET ALONG SAID DITCH; THENCE S 29-51-07 E, 100.06 FEET ALONG SAID DITCH; THENCE S 58-48-26 E, 98.92 FEET ALONG SAID DITCH; THENCE S 70-48-24 E, 102.92 FEET ALONG SAID DITCH; THENCE S 58-20-31 E, 90.89 FEET ALONG SAID DITCH; THENCE S 31-17-46 E, 194.07 FEET ALONG SAID DITCH; THENCE S 40-36-49 E, 57.94 FEET ALONG SAID DITCH; THENCE S 44-44-37 E, 72.81 FEET ALONG SAID DITCH; THENCE S 22-10-31 E, 126.83 FEET ALONG SAID DITCH; THENCE S 5-21-14 E, 121.88 FEET ALONG SAID DITCH; THENCE S 0-34-30 W, 57.89 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 AND THE TERMINUS OF SAID LINE AT A POINT THAT IS N 89-25-30 W, 836.36 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24 (EAST 1/4 CORNER OF SAID SECTION 24). EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF SHORT PLAT NUMBER PL02-0485 AS APPROVED ON SEPTEMBER 13, 2002 AND RECORDED SEPTEMBER 16, 2002 UNDER AUDITOR'S FILE NUMBER 200209160059, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTIONS 13, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. AND ALSO IN SECTION 18, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 OF SAID SHORT PLAT NUMBER PL02-0485 TO THE CORNER COMMON TO SECTIONS 18 AND 19, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., AND SECTIONS 13 AND 24, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., AS SHOWN ON THE "PLAT OF SKAGIT BEACH NO. 1", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE S 0-04 E ALONG THE EAST LINE OF SAID SECTION 24, 1248.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 88-45-40 W ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 24 AS SHOWN ON THE "PLAT OF SKAGIT BEACH NO. 1", 2805.33 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID LOT 4 OF SHORT PLAT NUMBER PL00-0408, BEING ALSO A POINT ON THE EAST LINE OF TRACT "A" OF THE "PLAT OF SKAGIT BEACH DIV. NO. 4" AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 45, UNDER AUDITOR'S FILE NUMBER 843908, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TERMINUS OF THIS LINE DESCRIPTION, FROM WHICH POINT THE EASTERLY CORNER COMMON TO LOT 7 AND LOT 8 OF SAID "PLAT OF SKAGIT BEACH DIV. NO. 4" BEARS S 88-45-40 W, 50.05 FEET, MORE OR LESS.

EXHIBIT "B"
(EASEMENT AREA)



NOT TO SCALE

CHANNEL DR
WO#105101060 / RW-127455
NE24-34N-02E
PAGE 7 OF 7

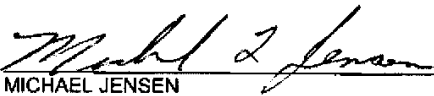
All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Grantor further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 29 day of August, 2022.

GRANTOR:

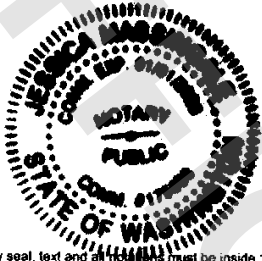

MICHAEL JENSEN


CATHERINE JENSEN

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 29 day of August, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHAEL JENSEN** and **CATHERINE 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.



Jessica M Kingall
(Signature of Notary)

Jessica M Kingall
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mt. Vernon, WA 98273

My Appointment Expires: Jan 1, 2023

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