

**RETURN ADDRESS:**

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Chelsea Stalcup  
DATE 01/19/2021

**EASEMENT**

GNW M 10413

REFERENCE #:  
GRANTOR (Owner): **ALAN JONGSMA AND NANCY JONGSMA**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN NE ¼, NW ¼, SEC 33, T35N, R04E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P62311, P62309**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ALAN JONGSMA AND NANCY JONGSMA**, a married couple ("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:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. 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.** Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and

WO# 105095403/RW-120661

Page 1 of 4

make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. 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.

**5. 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.

**6. 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.

**7. 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 15th day of January, 2021.

OWNER:

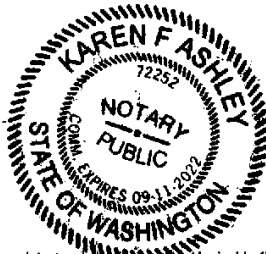
By: [Signature]  
ALAN JONGSMA

By: [Signature]  
NANCY JONGSMA

STATE OF WASHINGTON }  
COUNTY OF Skagit } SS

On this 15th day of January, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALAN JONGSMA AND NANCY JONGSMA, 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.



[Signature]  
(Signature of Notary)  
Karen Ashley  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing  
at Sedro-Woolley  
My Appointment Expires: 9-11-2022

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

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**P62311 (3867-000-006-1800):**

**THE SOUTH 65.00 FEET AND THE WEST 50.00 FEET OF THE FOLLOWING DESCRIBED TRACT:**

**THE WEST 140 FEET OF THE EAST ½ OF THE NORTH ½ OF TRACT 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**P62309 (3867-000-006-1602):**

**PARCEL "A":**

**THAT PORTION OF LOTS 6 AND 13, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH ½ OF SAID LOT 6;  
THENCE SOUTH 89°46'07" WEST ALONG THE NORTH LINE OF SAID SOUTH ½ OF LOT 6, 301.91 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°46'07" WEST ALONG SAID NORTH LINE, 320.39 FEET TO THE NORTHWEST CORNER OF SAID SOUTH ½ OF THE EAST ½ OF SAID LOT 6;  
THENCE SOUTH 0°23'45" EAST ALONG THE WEST LINE OF SAID EAST ½, 316.05 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH ½ OF THE EAST ½ OF LOT 6;  
THENCE SOUTH 10°01'02" EAST 81.86 FEET TO AN EXISTING FENCE;  
THENCE NORTH 68°28'00" EAST, ALONG SAID EXISTING FENCE LINE 328.83 FEET TO A POINT THAT IS SOUTH 0°23'45" EAST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 0°23'45" WEST, PARALLEL WITH SAID WEST LINE, 277.26 FEET TO THE TRUE POINT OF BEGINNING.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "B":**

**A TRACT OF LAND LOCATED IN THE NORTH ½ OF LOT 6, "PLAT OF BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH ½ OF LOT 6;  
THENCE SOUTH 89°46'07" WEST, ALONG THE SOUTH LINE OF SAID NORTH ½ OF LOT 6, 347.15 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DEEDED TO TRYGVE L. HOLMGREN AND ELSIE HOLMGREN BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 742688, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°46'07" WEST, ALONG SAID SOUTH LINE, 275.15 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF SAID NORTH ½ OF LOT 6;  
THENCE NORTH 0°23'45" WEST ALONG THE WEST LINE OF SAID EAST ½, 27.20 FEET;  
THENCE NORTH 89°46'07" EAST PARALLEL WITH SAID SOUTH LINE, 275.12 FEET TO A POINT THAT IS NORTH 0°27'00" WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 0°27'00" EAST 27.20 FEET TO THE TRUE POINT OF BEGINNING,**

**EXCEPTING THEREFROM THE WEST 140 FEET THEREOF.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "C":**

**A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS AND FOR UTILITY LINES OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT:**

**A STRIP OF LAND 20 FEET IN WIDTH LOCATED IN THE NORTH ½ OF LOT 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," SECTION 33, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SAID 20 FEET STRIP LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO-WIT:**

**BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH ½ OF SAID LOT 6;  
THENCE NORTH 0°30'15" WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 37.20 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°46'07" WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH ½ OF LOT 6, A DISTANCE OF 171.50 FEET;  
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 154.76 FEET; THROUGH A CENTRAL ANGLE OF 21°56'29" AN ARC DISTANCE OF 59.27 FEET;  
THENCE SOUTH 57°49'38" WEST A DISTANCE OF 12.79 FEET;  
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 154.76 FEET, THROUGH A CENTRAL ANGLE OF 21°56'29", AN ARC DISTANCE OF 59.26 FEET;  
THENCE SOUTH 89°46'07" WEST A DISTANCE OF 48.00 FEET, SAID POINT BEING THE TERMINAL SAID POINT FOR THE CENTERLINE OF SAID 20 FEET EASEMENT AND SAID POINT BEING NORTH 0°27' WEST A DISTANCE OF 10.00 FEET FROM THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DEEDED TO TRYGVE L. HOLMGREN AND ELSIE HOLMGREN, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 742688, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**