

RETURN ADDRESS:

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

REVIEWED BY
 SKAGIT COUNTY TREASURER
 DEPUTY Heather Beauvais
 DATE 04/08/2021

**EASEMENT**

M10439

REFERENCE #:
 GRANTOR (Owner): **E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC**
 GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
 SHORT LEGAL: **PTN NW ¼, NE ¼, SEC 18, T35N, R05E**
 ASSESSOR'S PROPERTY TAX PARCEL: **P39353**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC** ("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 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.

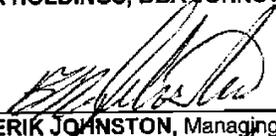
6. **Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install 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 12 day of January, 2021.

OWNER:

E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC

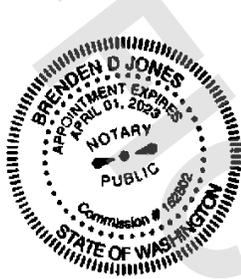
By: 
ERIK JOHNSTON, Managing Member and President

By: 
ERIK JOHNSTON, Individually

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 14th day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ERIK JOHNSTON**, to me known to be the person who signed as Managing Member and President, of **E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC**, the company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said **E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC**, for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said company.

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



[Signature]
(Signature of Notary)
Brenden D Jones
(Print or stamp name of Notary)

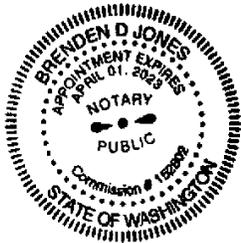
NOTARY PUBLIC in and for the State of Washington, residing at Anacortes, WA 98221
My Appointment Expires: Apr 01, 2023

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

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 14th day of January, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ERIK JOHNSTON**, to me known to be the individual 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)
Brenden D Jones
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Anacortes, WA 98221
My Appointment Expires: Apr 01, 2023

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

UNRECORDED

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 200 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION AND 120 FEET NORTH OF THE NORTH LINE OF THE COUNTY ROAD TRAVERSING SAID SUBDIVISION; THENCE NORTH TO THE NORTH LINE OF SAID SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 200 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT DUE EAST OF THE POINT OF BEGINNING; THENCE WEST 200 FEET TO THE POINT OF BEGINNING. AND TOGETHER WITH THE EAST 20 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 200 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION AND 120 FEET NORTH OF THE NORTH LINE OF THE COUNTY ROAD TRAVERSING SAID SUBDIVISION, RUNNING THENCE SOUTH 120 FEET TO THE NORTH LINE OF SAID COUNTY ROAD, RUNNING THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID COUNTY ROAD TO AN INTERSECTION WITH THE EAST LINE OF SAID SUBDIVISION, RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT DUE EAST OF THE POINT OF BEGINNING, RUNNING THENCE WEST TO THE POINT OF BEGINNING, LESS ANY PORTION THEREOF LYING WITHIN THE ROAD RIGHT OF WAY RUNNING NORTH AND SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION. TOGETHER WITH ALL RIGHTS APPURTENANT TO THE GRANTED PREMISES FOR WATER SERVICE TO BE FURNISHED BY SKAGIT COUNTY PUBLIC UTILITY DISTRICT No. 1 AND ALL RIGHTS OF REFUND OF CONTRIBUTIONS HERETOFORE MADE FOR INSTALLATION OF WATER SERVICE BY THE SAID PUBLIC UTILITY DISTRICT. LESS THE NORTH 20 FEET.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

UNRECORDED DOCUMENT