

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

 **PUGET SOUND ENERGY**

EASEMENT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 01/07/2022

REFERENCE #:
GRANTOR (Owner): **J & H Real Estate, LLC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptn NE ¼ of the SW ¼ of Section 32, Township 35N, Range 4E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P71447 (4076-024-003-0008)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **J & H Real Estate, 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:

**LOT(S) 1, 2 AND 3, BLOCK 24 OF AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 17,
RECORDS OF SKAGIT COUNTY, WASHINGTON.**

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. 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.

4. 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.

5. 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.

6. 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.

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

DATED this 6th day of January, 2022.

OWNER:

J & H Real Estate, LLC

By: Alan Heyntsen
ALAN HEYNTSEN

Its: Member

By: Larry Jensen
LARRY JENSEN

Its: Member

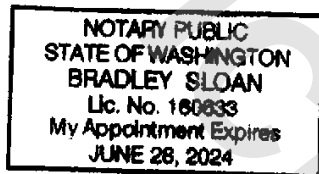
By: Jeri Heyntsen
TERRI HEYNTSEN

Its: Member

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 6 day of January, 20 22, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALAN HEYNTSEN, to me known to be the person(s) who signed as Member, of J & H Real Estate, LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be there free and voluntary act and deed and the free and voluntary act and deed of said J & H Real Estate, LLC, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said J & H Real Estate, LLC

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



Bradley Sloan
(Signature of Notary)

Bradley Sloan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon

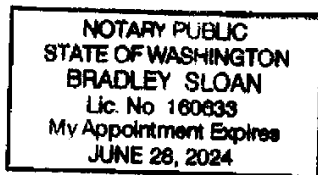
My Appointment Expires: 6-28-2024

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

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 6 day of January, 20 22, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LARRY JENSEN, to me known to be the person(s) who signed as Member, of J & H Real Estate, LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be there free and voluntary act and deed and the free and voluntary act and deed of said J & H Real Estate, LLC, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said J & H Real Estate, LLC

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



Bradley Sloan
(Signature of Notary)

Bradley Sloan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon

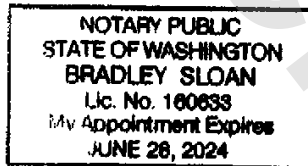
My Appointment Expires: 6-28-2024

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

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 6 day of January, 20 22 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TERRI HEYNTSEN, to me known to be the person(s) who signed as Member, of J & H Real Estate, LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said J & H Real Estate, LLC, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said J & H Real Estate, LLC

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



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon

My Appointment Expires: 6-28-2024

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