

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

**EASEMENT**

GRANTOR (Owner): SABEN
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SW/SE SEC 18 TWN 33N- RGE 6 E
ASSESSOR'S PROPERTY TAX PARCEL: 330618-4-001-0105 (P18427)

REVIEWED BY
 SKAGIT COUNTY TREASURER
 DEPUTY Lena Thompson
 DATE 02/07/2022

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **TERI L. SABEN**, as her separate property ("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:

TRANSFORMER SITE: AN EASEMENT TEN (10) FEET BY TEN (10) FEET (MEASURED ALONG RIGHT-OF-WAY ENCOMPASSING PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY,

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. 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,

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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. 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.

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 19th day of January, 2022

Owner

BY

Teri L. Saben

STATE OF WASHINGTON

COUNTY OF

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On this 19th day of January, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Teri L. Saben, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that Teri Saben signed the same as self 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.



Antonia Bush
(Signature of Notary)

Antonia Bush
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at mt vernon WA

My Appointment Expires: 5/12/22

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION AS SHOWN ON HTAT SURVEY RECORDED ON MAY 18, 1981, IN VOLUME 3 OF SURVEYS, PAGE 116, UNDER AUDITOR'S FILE NO. 8105180011, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 88°03'07" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 651.29 FEET;

THENCE NORTH 01°34'00" WEST A DISTANCE OF 1338.98 FEET TO THE NORTH LINE OF SAID SUBDIVISION;

THENCE NORTH 88°16'53" EAST ALONG SAID NORTH LINE A DISTANCE OF 651.28 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 01°34'00" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1336.38 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.