

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Major Projects  
P.O. Box 97034 EST-06E  
Bellevue, WA 98009-9734

**PUGET SOUND ENERGY****EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20224192

Oct 13 2022

Amount Paid \$56.06

Skagit County Treasurer  
By Lena Thompson Deputy**REFERENCE #:****GRANTOR (Owner):****GRANTEE (PSE):****SHORT LEGAL:****DONALD L. BERKEY****PUGET SOUND ENERGY, INC.****LOT 4 & PTN LOT 5, TGW PTN LOT 3, DECEPTION PASS WATERFRONT TRACTS,  
S24-T34N-R1E, W.M.****ASSESSOR'S TAX #:****P64867 (3898-000-005-0004)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **DONALD L. BERKEY, an unmarried man, as his 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:

**LOT 4 AND THE WEST HALF OF LOT 5, DECEPTION PASS WATERFRONT TRACTS, AS PER  
PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.**

**TOGETHER WITH THAT PORTION OF LOT 3 OF SAID DECEPTION PASS WATERFRONT TRACTS,  
AS GRANTED TO DONALD L. BERKEY AND JEAN L. BERKEY, HUSBAND AND WIFE, BY  
'STIPULATED DECREE QUIETING TITLE', SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR SKAGIT COUNTY, CAUSE NO. 07-2-00751-5, RECORDED JULY 1, 2009, UNDER  
SKAGIT COUNTY AUDITORS FILE NO. 200907010002.**

**TOGETHER WITH TIDELANDS OF THE SECOND CLASS EXTENDING TO THE LINE OF EXTREME  
LOW TIDE, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING ON THE ABOVE-DESCRIBED  
PREMISES.**

**SITUATE IN COUNTY OF SKAGIT, STATE OF 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 and depicted as follows:

**COMMENCING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;**

**THENCE RUNNING EAST ALONG THE NORTH PROPERTY LINE A DISTANCE OF 33 FEET TO THE  
TRUE POINT OF BEGINNING;**

**THENCE RUNNING SOUTH A DISTANCE OF 5 FEET;**

**THENCE RUNNING EAST A DISTANCE OF 12 FEET, MORE OR LESS, TO A POINT ON THE  
NORTHEAST PROPERTY LINE;**

THENCE RUNNING NORTHWESTERLY ALONG SAID NORTHEAST PROPERTY LINE A DISTANCE OF 8 FEET, MORE OR LESS, TO THE INTERSECTION WITH SAID NORTH PROPERTY LINE;

THENCE RUNNING WEST ALONG SAID NORTH PROPERTY LINE A DISTANCE OF 6 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

(CONTAINING 45 SQUARE FEET, MORE OR LESS)

SEE ATTACHED "EXHIBIT A" FOR 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 purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**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; and

**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, 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.

[Signatures to follow next page]

DATED this 4<sup>th</sup> day of OCTOBER, 2022

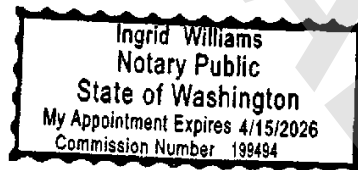
OWNER:

Donald L. Berkey  
DONALD L. BERKEY

STATE OF Washington )  
COUNTY OF Snohomish ) ss

On this 4<sup>th</sup> day of October, 2022, before me, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared **Donald L. Berkey**, 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.



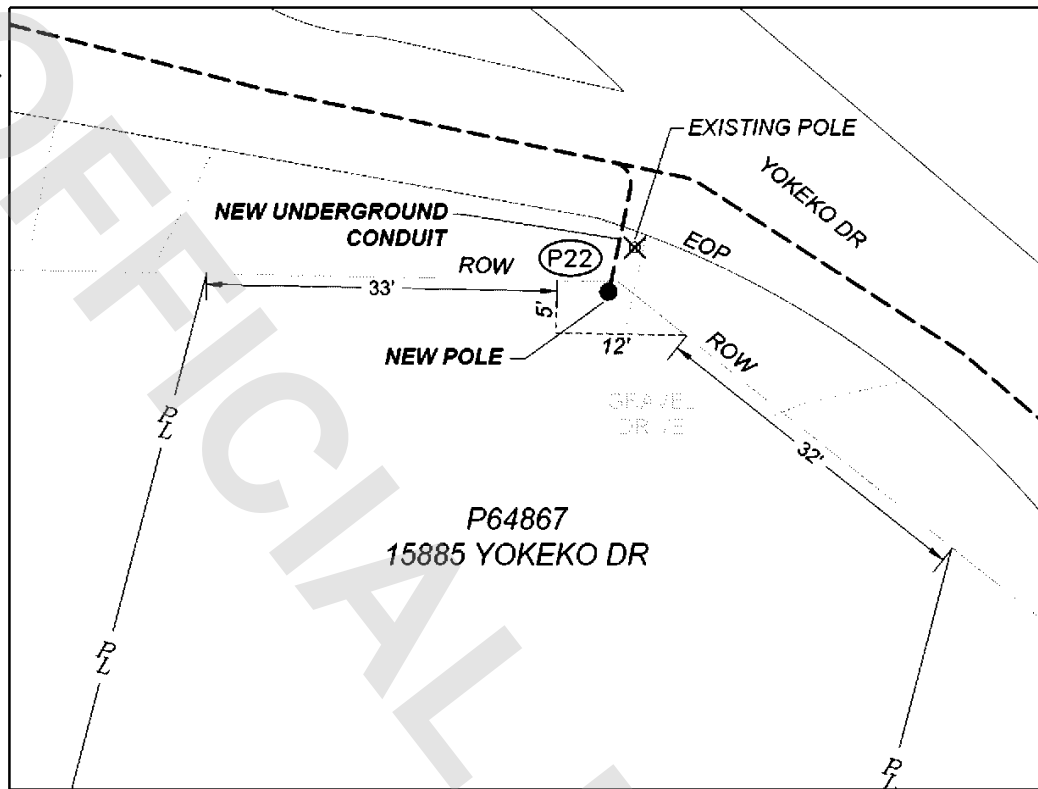
Ingrid Williams  
(Signature of Notary)

Ingrid Williams  
(Print or stamp name of Notary)

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

My Appointment Expires: 4/15/2026

EXHIBIT A



EASEMENT DETAIL (P64867)