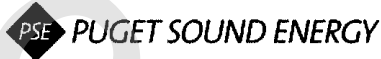


**Name & Return Address:**Puget Sound EnergyPO Box 97034 EST-06EBellevue WA 98009-9734**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

<b>Document Title(s)</b>	<b>Well Access Agreement</b>
<b>Grantor(s)</b>	Puget Sound Energy
____ Additional Names on Page ____ of Document	
<b>Grantee(s)</b>	Jennifer Berlin and Daniel Berlin
____ Additional Names on Page ____ of Document	
<b>Legal Description</b> (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	Ptn SE 17-35-5
Complete Legal Description on Page ____ of Document	
<b>Auditor's Reference Number(s)</b>	
<b>Assessor's Property Tax Parcel/Account Number(s)</b>	<b>P39263</b>
<b>Non Standard Fee \$50.00</b> <b>By signing below, you agree to pay the \$50.00 non standard fee.</b> I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.  _____ <b>Signature of Party Requesting Non Standard Recording</b> NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.  The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate Dept. / JAS  
P.O. Box 97034, EST-06E  
Bellevue, WA 98009-9734



## AGREEMENT AND EASEMENT FOR WELL ACCESS

19-3354

**REFERENCE #:**

**GRANTOR:** Puget Sound Energy, Inc.  
**GRANTEE:** Jennifer Berlin and Daniel Kenneth Berlin  
**LEGAL DESCRIPTION:** Portion of SE 17-35-05E  
**ASSESSOR'S PROPERTY TAX PARCEL:** P39263

THIS AGREEMENT made this 19<sup>th</sup> day of April, 2020,  
between PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), and  
JENNIFER BERLIN ("Grantee" herein);  
DANIEL KENNETH BERLIN

WHEREAS, PSE is the owner of a parcel of land in Skagit County described as  
Parcel Number P39263 and more particularly described in Exhibit "A" attached hereto  
(said parcel being hereafter referred to as "the PSE Property").

WHEREAS, Grantee is the owner of a parcel of land in Skagit County described  
as Parcel Number P39272 and more particularly described in Exhibit "B" attached hereto  
(said parcel being hereafter referred to as "Grantee's Property").

NOW THEREFORE, for good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged, PSE conveys and quitclaims to Grantee,  
for the purposes hereinafter set forth, a nonexclusive, perpetual easement over, along,  
and across the PSE Property. This Easement is granted subject to and conditioned upon  
the following terms, conditions, and covenants:

1. **Purpose.** Grantee shall have a reasonable right of access over the PSE  
Property for the sole purpose of using and maintaining the existing water well (the "Well"  
herein). Except as otherwise expressly set forth herein, no other uses, purposes, rights,  
or conveyances are implied or granted hereunder.

2. **Grantee's Use of the Easement Area.** Grantee shall exercise its rights  
under this Agreement so as to minimize and avoid, insofar as possible, interference with  
the use by PSE of the PSE Property and shall at all times conduct its activities on the  
PSE Property so as not to interfere with, obstruct or endanger PSE's operations or  
facilities.

3. **Restoration of PSE Property.** In the event that Grantee disturbs and/or  
damages the PSE Property in connection with Grantee's use and/or maintenance of the  
Well, Grantee shall restore the PSE Property to the condition in which it existed prior to  
Grantee's use within thirty (30) days of the time of damage and at no cost or expense to  
PSE.

4. **Maintenance of Well.** Grantee is responsible for all costs associated with  
the use and maintenance of the Well. Grantee shall give at least 30 days advance written  
notice to PSE of the proposed dates of its maintenance activities. Grantee shall  
cooperate in the revision of such dates and/or the coordination of its maintenance  
activities with those of PSE's if deemed necessary by PSE to minimize conflicts, ensure  
protection to PSE's facilities, prevent hazardous conditions, or minimize interruption of  
PSE's operations. Provided, however, that in the event of an emergency requiring  
immediate action by Grantee for the protection of the Well or other persons or property,

Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.

5. **Indemnity.** Grantee agrees to indemnify Grantor from and against any lien, claim, expense (including reasonable attorneys' fees and costs), liability, or damage incurred by Grantor as a result of Grantee's negligence, or the negligence of Grantee's employees, agents, or contractors in the exercise of the rights herein granted to Grantee, or resulting from Grantee's breach of this Agreement, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor, its employees, agents, or contractors or resulting from Grantor's breach of this Agreement. Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, each party specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein. In no event shall either party's obligations hereunder be limited to the extent of any insurance available to or provided by the obligated party.

6. **Compliance with Laws, Regulations, Work Standards.** Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction over Grantee or their use of the Well, and all applicable statutes, orders, rules, and regulations, including all applicable environmental laws, permit and approval requirements, and commercially reasonable construction and operation practices.

7. **Successors and Assigns.** Grantee shall not assign its rights hereunder without the prior written consent of PSE. No assignment of the privileges and benefits accruing to Grantee herein, and no assignment of the obligations or liabilities of Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of PSE. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

8. **Notices.** Unless otherwise provided herein, notices required to be in writing under this Agreement shall be given as follows:

If to Puget:            Puget Sound Energy, Inc.  
Real Estate Dept., EST-06E  
P.O. Box 97034  
Bellevue, WA 98009-9734

If to Grantee:        Jen Berlin AND Daniel Kenneth Berlin  
4561 Wildwood Lane  
Anacortes, WA 98221

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

9. **Attorneys' Fees.** The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal.

10. **Termination for Cessation of Use.** In the event Grantee ceases to use the Well for a period of five (5) successive years, this Agreement and all Grantee's rights hereunder shall automatically terminate and revert to PSE.

11. **Covenants Running with the Land.** The terms and conditions of this Agreement shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties and future owners of the PSE Property and Grantee's Property.

**12. Complete Agreement.** This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easement(s) provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee.

**13. Choice of Law.** This Agreement shall be governed by the laws of the State of Washington, exclusive of its choice of law rules.

**14. Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

**15. Counterparts.** This Agreement may be executed in one or more counterparts.

EXECUTED as of the date hereinabove set forth.

ACCEPTED:

GRANTEE

By: Jennifer Berlin  
Jennifer Berlin

By: Daniel Kenneth Berlin  
Daniel Kenneth Berlin

PUGET SOUND ENERGY, INC.

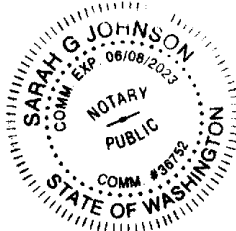
By: Joel Schleppi  
Joel Schleppi, Supervisor Real Estate

State of WA

County of Snohomish

On this 19<sup>th</sup> day of March, 20 20, before me, the undersigned, personally appeared Jennifer Berlin, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

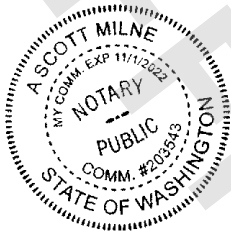
GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Sarah G. Johnson  
Print Name SARAH G. JOHNSON  
Notary Public in and for the State of  
Washington, residing at 608 LAKESIDE  
My commission expires 6-8-23

State of WashingtonCounty of King

I certify that I know or have satisfactory evidence that Joel Schleppi signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Supervisor Real Estate of Puget Sound Energy to be the free and voluntary act for the uses and purposes mentioned in the instrument.



A. Scott Milne  
Print Name A. SCOTT MILNE  
Notary Public in and for the State of  
Washington, residing at Bothell, WA  
My commission expires 11/1/2022

**EXHIBIT "A"**

PSE Property

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M., LYING SOUTHERLY OF SR-20 AND NORTHERLY OF THE GREAT NORTHERN RAILWAY RIGHT-OF-WAY, EXCEPT COUNTY ROAD RIGHTS-OF-WAY, AND **EXCEPT** THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SR-20 AND THE EAST LINE OF THE HELMICK COUNTY ROAD ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SR-20, A DISTANCE OF 310 FEET; THENCE SOUTH TO THE NORTH LINE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT-OF-WAY; THENCE WESTERLY ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY TO THE EAST LINE OF SAID HELMICK COUNTY ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M., LYING NORTH OF THE GREAT NORTHERN RAILWAY COMPANY RIGHT-OF-WAY.

ALSO, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M., LYING SOUTH OF STATE HIGHWAY RIGHT-OF-WAY, AS CONVEYED TO THE STATE OF WASHINGTON UNDER DEED DATED FEBRUARY 18, 1948, AND RECORDED APRIL 15, 1948, UNDER AUDITOR'S FILE No. 416923, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT COUNTY ROAD.

ALSO, TOGETHER WITH

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89° 44' 12" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, 567.72 FEET; THENCE NORTH 02° 12' 21" EAST 73.87 FEET; THENCE NORTH 42° 59' 21" WEST 56.87 FEET; THENCE NORTH 46° 29' 19" WEST 86.68 FEET; THENCE NORTH 01° 56' 52" WEST 128.2 FEET; THENCE NORTH 02° 33' 56" WEST 162.46 FEET; THENCE NORTH 21° 01' 22" WEST 64.18 FEET; THENCE NORTH 70° 06' 02" WEST 88.54 FEET; THENCE NORTH 15° 59' 19" EAST 64.14 FEET; THENCE NORTH 21° 04' 22" EAST 17.19 FEET; THENCE NORTH 17° 42' 42" EAST 31.94 FEET; THENCE NORTH 89° 55' 52" EAST 246.01 FEET; THENCE NORTH 10° 08' 30" EAST 217.55 FEET; THENCE NORTH 00° 01' 23" WEST 305.57 FEET, MORE OR LESS TO THE SOUTH LINE OF THE ABANDONED BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE EASTERLY FOLLOWING SAID SOUTHERLY RIGHT OF WAY LINE 465 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 00° 36' 06" EAST ALONG SAID EAST LINE 479.56 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 0° 13' 22" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 687.62 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION ALONG THE EXISTING ROADWAY, AS RESERVED IN DEED RECORDED NOVEMBER 16, 1944 AS AUDITOR'S FILE NO. 375992.

**EXCEPT** THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID NORTH HALF; THENCE SOUTH 89° 43' 52" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 520.61 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE THE FOLLOWING NINE (9) COURSES:

1. CONTINUING SOUTH 89° 43' 52" WEST ALONG SAID SOUTH LINE A DISTANCE OF 47.11 FEET;
2. NORTH 02° 15' 01" EAST A DISTANCE OF 73.87 FEET;
3. NORTH 42° 59' 41" WEST A DISTANCE OF 56.84 FEET;
4. NORTH 46° 29' 39" WEST A DISTANCE OF 86.68 FEET;
5. NORTH 01° 57' 12" WEST A DISTANCE OF 128.52 FEET;
6. NORTH 02° 34' 16" WEST A DISTANCE OF 40.32 FEET;
7. SOUTH 81° 03' 20" EAST A DISTANCE OF 183.20 FEET;
8. SOUTH 07° 02' 55" WEST A DISTANCE OF 239.96 FEET;
9. SOUTH 00° 23' 25" EAST A DISTANCE OF 76.96 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

**EXHIBIT "B"**

Grantee Property

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID NORTH HALF; THENCE SOUTH 89° 43' 52" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 520.61 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE THE FOLLOWING NINE (9) COURSES:

1. CONTINUING SOUTH 89° 43' 52" WEST ALONG SAID SOUTH LINE A DISTANCE OF 47.11 FEET;
2. NORTH 02° 15' 01" EAST A DISTANCE OF 73.87 FEET;
3. NORTH 42° 59' 41" WEST A DISTANCE OF 56.84 FEET;
4. NORTH 46° 29' 39" WEST A DISTANCE OF 86.68 FEET;
5. NORTH 01° 57' 12" WEST A DISTANCE OF 128.52 FEET;
6. NORTH 02° 34' 16" WEST A DISTANCE OF 40.32 FEET;
7. SOUTH 81° 03' 20" EAST A DISTANCE OF 183.20 FEET;
8. SOUTH 07° 02' 55" WEST A DISTANCE OF 239.96 FEET;
9. SOUTH 00° 23' 25" EAST A DISTANCE OF 76.96 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION ALONG THE EXISTING ROADWAY, AS RESERVED IN DEED RECORDED NOVEMBER 16, 1944 AS AUDITOR'S FILE NO. 375992.  
SITUATE IN SKAGIT COUNTY, WASHINGTON.