

Name & Return Address:Puget Sound EnergyPO Box 97034 EST-06EBellevue WA 98009-9734REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 03/20/2020**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

Document Title(s)	Access Easement
Grantor(s)	Jennifer Berlin and Daniel Berlin
____ Additional Names on Page ____ of Document	
Grantee(s)	Puget Sound Energy
____ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	Ptn NE & SE 17-35-5
Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	P39272 & P39263
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. 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. _____ Signature of Party Requesting Non Standard Recording 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

ACCESS EASEMENT AGREEMENT 19-3354

GRANTOR: Jennifer Berlin AND Daniel Kenneth Berlin

GRANTEE: Puget Sound Energy, Inc.

SHORT LEGAL: Portion of NE and SE 17-35-05E

ASSESSOR'S PROPERTY TAX PARCEL: P39272 and P39263

This EASEMENT AGREEMENT ("Agreement") is made this 19th day of March, 2019, by and between Jennifer Berlin and Daniel Kenneth Berlin ("Owner"), and Puget Sound Energy, Inc., a Washington corporation ("PSE"). Kenneth Berlin, husband and wife

RECITALS

A. Owner owns certain real property in the County of Skagit, State of Washington, which real property is legally described as follows (the "Owner Parcel"):

SEE ATTACHED EXHIBIT "A".

B. PSE owns certain real property adjacent to the Owner Parcel, which real property is legally described as follows (the "PSE Parcel"):

SEE ATTACHED EXHIBIT "B".

C. PSE desires a perpetual easement on, over, under and across a portion of the Owner Parcel and Owner is willing to grant and convey such an easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Grant of Easement. Owner hereby grants and conveys to PSE and to its contractors a non-exclusive perpetual easement on, over, under and across that portion of Owner's Property described as follows (the "Easement Area"):

THE EAST 30 FEET OF THE SOUTH 20-FEET OF THE OWNER PARCEL, AS SHOWN ON THE EASEMENT SKETCH IN THE ATTACHED EXHIBIT "C".

2. PSE's Use of the Easement Area. PSE may use the Easement Area to construct, operate, maintain, repair and improve an access road to provide ingress and egress to all or any portion of the PSE Parcel for the purposes of constructing, managing, and maintaining an aquatic habitat restoration and enhancement project, and for other business-related activities typically engaged in by PSE in the management of the PSE Parcel. Owner shall provide PSE with passage through any gates blocking access over 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.
4. Cost of Construction. PSE shall bear all construction costs relating to the initial improvement of the Easement Area for access to the PSE Parcel.
5. Public Access. Owner and PSE agree that this Easement Agreement shall not and is not intended to create an access right for the benefit of the general public.

6. Successors and Assigns. This Agreement shall be recorded in the records of the Skagit County Auditor and shall remain a perpetual easement that runs with the land and is binding on the Owner Parcel and the PSE Parcel and the successors and assigns of the parties hereto.
7. Relocation of Easement Area. The Easement Area may be relocated by mutual written agreement of Owner and PSE.
8. Entire Agreement. This Agreement represents the entire understanding between the parties hereto and may not be amended or revised except in writing signed by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER: Jennifer Berlin and Daniel Kenneth Berlin PSE: Puget Sound Energy, Inc.

By: Jennifer Berlin
By: Daniel Kenneth Berlin

By: Joel Schleppi

State of WA

County of Skagit

On this 19th day of March 2020, ~~2019~~, before me, the undersigned, personally appeared Jennifer Berlin / to me known to be the individual who executed the within and foregoing instrument, and Daniel Kenneth Berlin 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.

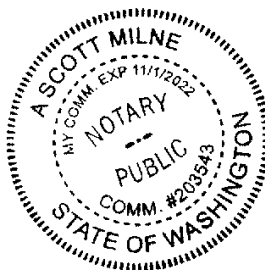


Sarah G. Johnson
Print Name SARAH G JOHNSON
Notary Public in and for the State of
Washington, residing at Bellevue
My commission expires 6-8-23

State of Washington

County 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, Inc. to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12/20/2019

Signature of A. Scott Milne
Notary Public
Title Notary Public

My appointment expires 11/1/2022

Exhibit "A"

{Owner Parcel Description}

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.

Exhibit "B"

{PSE Parcel Description}

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 $89^{\circ} 44' 12''$ WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, 567.72 FEET; THENCE NORTH $02^{\circ} 12' 21''$ EAST 73.87 FEET;

THENCE NORTH $42^{\circ} 59' 21''$ WEST 56.87 FEET;

THENCE NORTH $46^{\circ} 29' 19''$ WEST 86.68 FEET;

THENCE NORTH $01^{\circ} 56' 52''$ WEST 128.2 FEET;

THENCE NORTH $02^{\circ} 33' 56''$ WEST 162.46 FEET;

THENCE NORTH $21^{\circ} 01' 22''$ WEST 64.18 FEET;

THENCE NORTH $70^{\circ} 06' 02''$ WEST 88.54 FEET;

THENCE NORTH $15^{\circ} 59' 19''$ EAST 64.14 FEET;

THENCE NORTH $21^{\circ} 04' 22''$ EAST 17.19 FEET;

THENCE NORTH $17^{\circ} 42' 42''$ EAST 31.94 FEET;

THENCE NORTH $89^{\circ} 55' 52''$ EAST 246.01 FEET;

THENCE NORTH $10^{\circ} 08' 30''$ EAST 217.55 FEET;

THENCE NORTH $00^{\circ} 01' 23''$ 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 $00^{\circ} 36' 06''$ 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 $0^{\circ} 13'$

$22''$ 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;
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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 "C"

{Easement Sketch}

