

RETURN ADDRESS:

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

**EASEMENT**

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/11/2022

REFERENCE #: N/A
GRANTOR: LARRY BERGSMA
~~STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION~~
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SW ¼ AND NW ¼, SE ¼, SEC 05, T36N, R04E
PTN NW ¼, NE ¼, SEC 8, T36N, R04E
ASSESSOR'S TAX #: P119261 (360405-4-000-0100)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LARRY BERGSMA, a single man, ~~and the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION~~, ("Owner"), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") 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. GENERALLY LOCATED AS SHOWN ON EXHIBIT "B" ATTACHED HERETO.

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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

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.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right 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.

4. Restoration. Following the 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

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

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

10. 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.

12. Severability. Invalidation of any of the provisions contained in this Easement, 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. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 9th day of March, 2022.

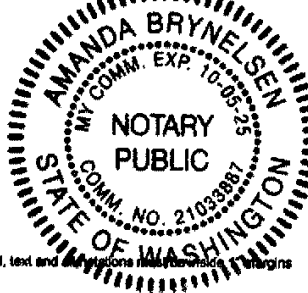
OWNER:

By: Larry Bergsma
LARRY BERGSMA

STATE OF WASHINGTON)
) SS
COUNTY OF Whatcom

On this 9th day of March, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LARRY BERGSMA**, 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.



Notary seal, text and signatures must be within margins

Amanda Brynensen
(Signature of Notary)
Amanda Brynensen
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at 2314 yew street #3 Bellingham
My Appointment Expires: 10-5-25

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

By: RANDY JOHNSON, Property Management Program Manager

STATE OF WASHINGTON)
) SS
 COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RANDY JOHNSON**, to me known to be the person who signed as Property Management Program Manager, of the **STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**, the state department 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 **STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said state department.

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 _____

My Appointment Expires: _____

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THE FOLLOWING DESCRIBED TRACT 1, TRACT 2, AND TRACT 3, SITUATE IN SECTION 5 AND SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN SKAGIT COUNTY, WASHINGTON.

TRACT 1:

THAT PROPERTY ACQUIRED BY WARRANTY DEED FILED MAY 31, 1962, IN VOLUME 323, PAGE 579, UNDER RECORDING NUMBER 622213, RECORDS OF SKAGIT COUNTY, WASHINGTON, BETTER DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "A" WHICH LIES WITHIN PARCEL "B", EACH AS HEREINAFTER DESCRIBED:

PARCEL "A":

ALL THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON; EXCEPT ROAD RIGHTS OF WAY.

PARCEL "B":

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.; THENCE SOUTH 0°38'12" EAST A DISTANCE OF 165 FEET; THENCE SOUTH 88°13'33" EAST A DISTANCE OF 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°38'12" WEST A DISTANCE OF 852.10 FEET; THENCE SOUTH 88°31'46" EAST A DISTANCE OF 166.6 FEET; THENCE NORTH 0°38'12" WEST A DISTANCE OF 1136.63 FEET; THENCE SOUTH 88°49'59" EAST A DISTANCE OF 896.72 FEET; THENCE SOUTH 0°47'44" EAST A DISTANCE OF 1141.5 FEET; THENCE NORTH 88°31'46" WEST A DISTANCE OF 246.6 FEET; THENCE SOUTH 0°47'44" EAST A DISTANCE OF 856.5 FEET; THENCE NORTH 88°13'33" WEST A DISTANCE OF 822.53 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TRACT 2:

THAT PROPERTY APPROPRIATED BY JUDGEMENT AND DECREE OF APPROPRIATION IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR SKAGIT COUNTY ON AUGUST 24, 1962, UNDER CASE No. 26708, DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGIN ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED SUBDIVISION AT A POINT 900 FEET WESTERLY FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°38'12" WEST A DISTANCE OF 686.63 FEET TO AN INTERSECTION WITH THE NORTH BOUNDARY OF SAID SUBDIVISION AND THE END OF THIS LINE DESCRIPTION.

TRACT 3:

THAT PROPERTY ACQUIRED BY WARRANTY DEED FILED JUNE 17, 1963, IN VOLUME 3310, PAGE 481, UNDER RECORDING NUMBER 637263, RECORDS OF SKAGIT COUNTY, WASHINGTON, BETTER DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "C" WHICH LIES WITHIN PARCEL "D", EACH AS HEREINAFTER DESCRIBED; ALSO THE NORTH 30 FEET OF PARCEL "C" LYING EASTERLY OF PARCEL "D" AND WESTERLY OF THE RIGHT OF WAY LINE OF COUNTY ROAD No. 264 (OLD CAIN LAKE ROAD).

PARCEL "C":

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE COUNTY ROAD, AND THAT PART OF THE NORTH QUARTER OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., SAID COUNTY, LYING WEST OF THE COUNTY ROAD.

PARCEL "D":

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.; THENCE SOUTH 0°38'12" EAST A DISTANCE OF 165 FEET; THENCE SOUTH 88°13'33" EAST A DISTANCE OF 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°38'12" WEST A DISTANCE OF 852.10 FEET; THENCE SOUTH 88°31'46" EAST A DISTANCE OF 166.6 FEET; THENCE NORTH 0°38'12" WEST A DISTANCE OF 1136.63 FEET; THENCE SOUTH 88°49'59" EAST A DISTANCE OF 896.72 FEET; THENCE SOUTH 0°47'44" EAST A DISTANCE OF 1141.5 FEET; THENCE NORTH 88°31'46" WEST A DISTANCE OF 246.6 FEET; THENCE SOUTH 0°47'44" EAST A DISTANCE OF 856.5 FEET; THENCE NORTH 88°13'33" WEST A DISTANCE OF 822.53 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

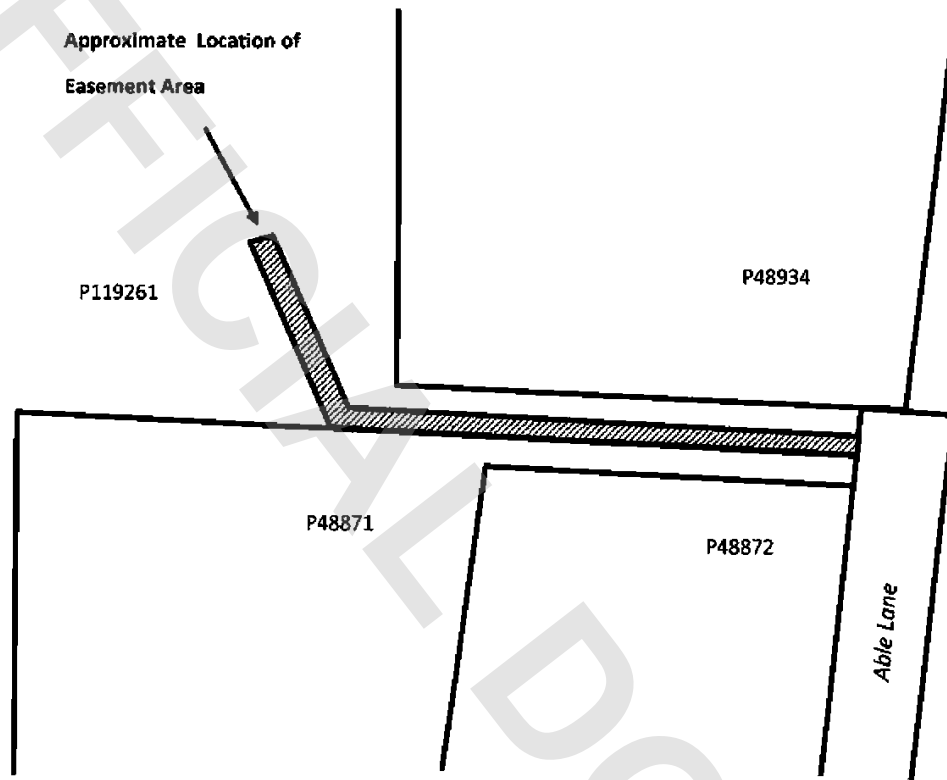
SUBJECT TO THAT EASEMENT FOR INGRESS, EGRESS, AND UTILITIES CONVEYED TO ROBERT J. PARENT AND PATRICIA A. PARENT, HUSBAND AND WIFE RECORDED SEPTEMBER 13, 1989, IN VOLUME 842, PAGE 98, UNDER RECORDING NUMBER 8909130056, RECORDS OF SKAGIT COUNTY, WASHINGTON;

AND

SUBJECT TO THAT EASEMENT FOR INGRESS AND EGRESS CONVEYED TO JOE ZENDER & SONS, INC., A WASHINGTON CORPORATION RECORDED APRIL 5, 2010 UNDER RECORDING NUMBER 201004050145, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Exhibit "B"
Easement Area



NOT TO SCALE

