

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



EASEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20224299

Oct 21 2022

Amount Paid \$46.46
Skagit County Treasurer
By Lena Thompson Deputy

REFERENCE #: **TERRENCE BURKHARDT & KATHRYN OGREN**
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**
GRANTEE (PSE): **PTN OF LOTS 33 & 34, DECEPTION PASS WATERFRONT TRACTS, S24-T34N-R1E,**
SHORT LEGAL: **W.M.**
ASSESSOR'S TAX #: **P64891 (3898-000-034-0009)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **TERRENCE BURKHARDT and KATHRYN OGREN, husband and wife**, ("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 33, EXCEPT THE WESTERLY 10 FEET THEREOF AND LOT 34, EXCEPT THE EASTERLY 10 FEET THEREOF, DECEPTION PASS WATERFRONT TRACTS, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO TIDELANDS OF THE SECOND CLASS EXTENDING TO THE LINE OF EXTREME LOW TIDE AND 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:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED REAL PROPERTY, ADJACENT THE SOUTHEASTERLY MARGIN OF YOKEKO DRIVE;

THENCE RUNNING SOUTH ALONG THE WEST PROPERTY LINE A DISTANCE OF 10 FEET;

THENCE RUNNING NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY MARGIN OF YOKEKO DRIVE A DISTANCE OF 5 FEET;

THENCE RUNNING NORTH PARALLEL WITH SAID WEST PROPERTY LINE A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHEASTERLY MARGIN OF YOKEKO DRIVE;

THENCE RUNNING SOUTHWESTERLY ALONG SAID SOUTHEASTERLY MARGIN OF YOKEKO DRIVE A DISTANCE OF 5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(CONTAINING 43 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 11th day of OCTOBER, 2022

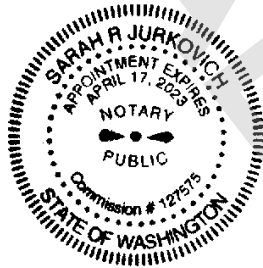
OWNER:

Terrence Burkhardt
TERRENCE BURKHARDT

STATE OF Washington
COUNTY OF Skagit) ss

On this 11th day of October, 2022 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Terrence Burkhardt**, 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.



Sarah R. Jurkovich
(Signature of Notary)
Sarah R. Jurkovich
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Arroyo

My Appointment Expires: 4-17-2023

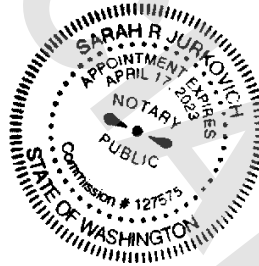
OWNER:

Kathryn Ogren
KATHRYN OGREN

STATE OF Washington
COUNTY OF Skiagit) ss

On this 11th day of October, 2022, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Kathryn Ogren**, 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.

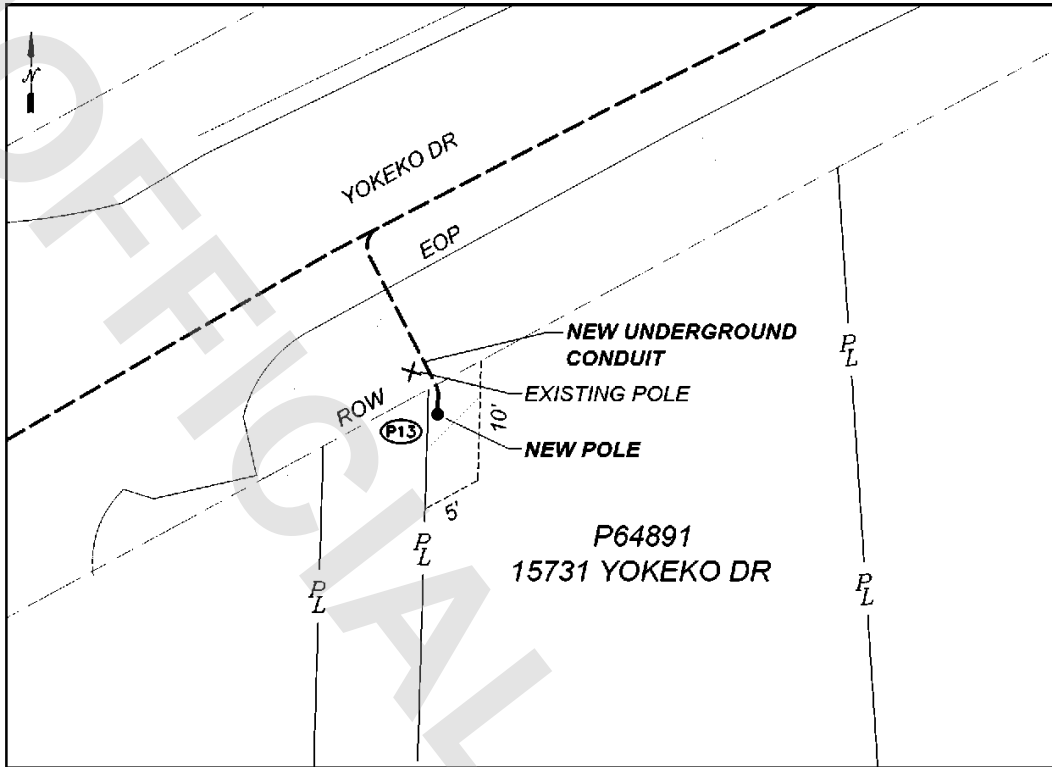


Sarah R. Jurkovich
(Signature of Notary)
Sarah R. Jurkovich
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Everett

My Appointment Expires: 4-17-2023

EXHIBIT A



EASEMENT DETAIL (P64891)