

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
P.O. Box 97034 BOT-02O (KP)  
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20249691

Feb 27 2024

Amount Paid \$78.52  
Skagit County Treasurer  
By Kaylee Oudman Deputy

**EASEMENT**

REFERENCE #: N/A  
GRANTOR: DANIEL T. BERARD & ANNE M. BERARD  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LOTS 6, 7 & PTN LOT 8, BLK 7, SIMILK BEACH, S8-T34N-R2E, W.M.  
ASSESSOR'S TAX #: P69286 (4001-007-008-0000)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DANIEL T. BERARD and ANNE M. BERARD**, husband and wife ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual aerial easement over 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:

**SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.**

**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 are limited to:

**Overhead facilities.** Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; 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 overhead 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. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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.

**5. 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.

**6. 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 or structures on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.** Invalidity 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.

**14. Condemnation.** This Easement is granted under the threat of condemnation.

[Signatures follow next page]

DATED this 24 day of Feb, 2024

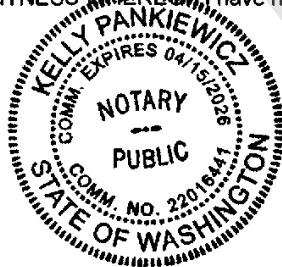
OWNER:

Daniel T. Berard  
DANIEL T. BERARD

STATE OF Washington,  
COUNTY OF King } ss

On this 24<sup>th</sup> day of February, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel T. Berard**, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



(Signature of Notary)

Kelly Pankiewicz  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of  
WA, residing at Lake Forest PK  
My Appointment Expires: 4-15-26

Notary seal, text and all notations must not be placed within 1" margins

OWNER:

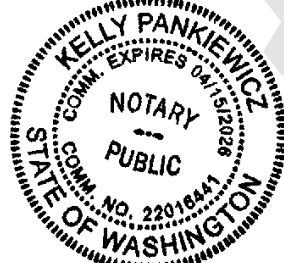
Anne Berard

ANNE M. BERARD

STATE OF Washington )  
COUNTY OF King ) ss

On this 24<sup>th</sup> day of February, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Anne M. Berard**, 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.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Kelly Pankiewicz  
(Signature of Notary)Kelly Pankiewicz  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

WA, residing at Lake Forest PkMy Appointment Expires: 4-15-26

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION  
SKAGIT COUNTY PARCEL P69286**

LOTS 6, 7 AND THE WEST 24 FEET OF LOT 8, BLOCK 7, "SIMILK BEACH, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON.

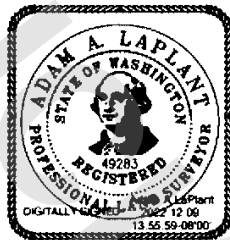
TOGETHER WITH THE SOUTH  $\frac{1}{2}$  OF JIGGER STREET BEING A PORTION OF A STRIP OF LAND 30 FEET IN WIDTH LOCATED ALONG THE NORTH LINE OF BLOCK 7 AS SHOWN IN THE PLAT OF SIMILK BEACH, TO ADJACENT PROPERTY PER ORDER OF VACATION #17683, RECORDED UNDER AUDITOR'S FILE NO. 199912100127.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B  
EASEMENT DESCRIPTION  
SKAGIT COUNTY PARCEL P69286

THE SOUTH 7.00 FEET OF LOTS 6, 7 AND THE WEST 24.00 FEET OF LOT 8,  
BLOCK 7, SIMILK BEACH, SKAGIT CO., WASH., RECORDED IN VOLUME 4 OF  
PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATED IN  
THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2  
EAST, W.M., SKAGIT COUNTY, WASHINGTON.

CONTAINING 590 SQUARE FEET, MORE OR LESS.



DAVID EVANS  
AND ASSOCIATES, INC.  
14412 SE Eastgate Way, Suite 400  
Bellevue, WA 98007  
425 519 6506

