

**RETURN ADDRESS:**

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



**201902260042**

02/26/2019 11:04 AM Pages: 1 of 5 Fees: \$103.00  
Skagit County Auditor



GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

EASEMENT

M10240

**REFERENCE #:**

**GRANTOR (Owner):**

**SKAGIT COUNTY FIRE PROTECTION DISTRICT NUMBER 9**

**GRANTEE (PSE):**

**PUGET SOUND ENERGY, INC.**

**SHORT LEGAL:**

**Portion of SW 1/4 SECT. 25, T34N, R04E; W.M.**

**ASSESSOR'S PROPERTY TAX PARCEL: P67140 (3941-000-065-0107)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SKAGIT COUNTY FIRE PROTECTION DISTRICT NUMBER 9, a Political Subdivision of Skagit County, who acquired title as SKAGIT COUNTY FIRE DISTRICT NUMBER 9** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

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

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A RIGHT OF WAY TWELVE (12) FEET IN WIDTH WITH SIX (6) 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, AND AS GENERALLY SHOWN ON DIAGRAM ATTACHED HERETO AS EXHIBIT "B".**

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**a. Overhead facilities.** Poles, towers 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2019043

FEB 26 2019

BIG-15 Little Mtn Rd  
WO#101102892/RW-103140  
Page 1 of 5

Amount Paid \$ 327.28  
Skagit Co. Treasurer  
By *mm* Deputy

**b. 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

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

**3. Trees Outside Easement Area.** Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**5. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

**7. Successors and Assigns.** Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 23 day of January, 2019.

GRANTOR:

**SKAGIT COUNTY FIRE PROTECTION DISTRICT NUMBER 9,  
a Political Subdivision of Skagit County**

By:   
Philip Steven Harmon, Commissioner

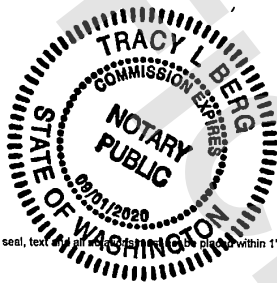
STATE OF WASHINGTON )

COUNTY OF SKAGIT )

) SS

On this 23<sup>rd</sup> day of January, 20 19, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Philip Steven Harmon**, to me known to be the person who signed as **Commissioner**, of **SKAGIT COUNTY FIRE PROTECTION DISTRICT NUMBER 9**, the Political Subdivision that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **SKAGIT COUNTY FIRE PROTECTION DISTRICT NUMBER 9** for the uses and purposes therein mentioned; and on oath stated that **Philip Steven Harmon** was authorized to execute the said instrument on behalf of said **SKAGIT COUNTY FIRE PROTECTION DISTRICT NUMBER 9**.

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



Notary seal, text and signature must be placed within 1" margins

Tracy L. Berg  
(Signature of Notary)

Tracy L. Berg  
(Print or stamp name of Notary)

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

My Appointment Expires: 09/01/2020

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**PARCEL "B":**

THAT PORTION OF THE SOUTHWESTERLY  $\frac{1}{2}$  OF THE H.C. PETERS COUNTY ROAD NO. 263 AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED JANUARY 9, 1915 AS AUDITOR'S FILE NO. 105817 LYING NORTHWESTERLY OF THE AS-BUILT AND EXISTING 60- FOOT WIDE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS WEST BIG LAKE BOULEVARD; BEING A PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; TOGETHER WITH THAT PORTION OF LOT 65 "PLAT 1, LAKEVIEW TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 2, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR SAID H.C. PETERS COUNTY ROAD BY DEED RECORDED MAY 26, 1947 AS AUDITOR'S FILE NO. 404820 AND LYING NORTHWESTERLY OF THE AS-BUILT AND EXISTING 60- FOOT WIDE RIGHT-OF-WAY COMMONLY KNOWN AS WEST BIG LAKE BOULEVARD.

**PARCEL "C":**

THAT PORTION OF LOT 65 "PLAT 1, LAKEVIEW TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 2, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF THE H.C. PETERS COUNTY ROAD NO. 263, AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED JANUARY 9, 1915 AND MAY 26, 1947 AS AUDITOR'S FILE NO. 105819 AND 404820, RESPECTIVELY, AND AS DELINEATED ON THE FACE OF SAID PLAT AND LYING NORTHWESTERLY OF THE AS-BUILT AND EXISTING 60- FOOT WIDE RIGHT-OF-WAY COMMONLY KNOWN AS WEST BIG LAKE BOULEVARD.

SUBJECT TO MATTERS OF RECORD.

