



201904090021

04/09/2019 10:33 AM Pages: 1 of 4 Fees: \$102.00  
Skagit County Auditor

**RETURN ADDRESS:**

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20191245

APR 09 2019

Amount Paid \$ 42.49

Skagit Co. Treasurer

By *nam* Deputy



PUGET SOUND ENERGY

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M10252

REFERENCE #:

GRANTOR (Owner):

ROBERT A. HELTON & BEVERLY B. HELTON

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Portion of NW NW SEC. 34, TWP 34N R04E

ASSESSOR'S PROPERTY TAX PARCEL: P29713

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ROBERT A. HELTON AND BEVERLY B. HELTON, HUSBAND AND WIFE** ("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, along, and across the following described real property ("Property" herein) in **Skagit County, Washington**:

THE WEST 900 FEET OF THAT PORTION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 34 NORTH RANGE 4 EAST. W.M. LYING SOUTHERLY OF THE LITTLE MOUNTAIN - BIG LAKE COUNTY ROAD; EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ADDITIONAL ROAD RIGHT OF WAY BY DEED RECORDED AUGUST 7, 1979, UNDER AUDITORS FILE NO. 7908070052.

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:

**EASEMENT AREA NO. 1 (Frontage):** AN EASEMENT AREA NOT MORE THAN TEN (10) FEET IN WIDTH. THE BOUNDARIES OF THE EASEMENT AREA TO BE 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, EXCEPT WHERE EXISTING PROPERTY LINES PRECLUDE. IN SUCH CASE, SAID PROPERTY LINES WILL BECOME THE BOUNDARY OF THE EASEMENT.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID.

**EASEMENT AREA NO. 2 (Anchors & Brace):** THREE (3) EASEMENT AREAS TEN (10) FEET IN WIDTH WITH FIVE (5) FEET OF SUCH WIDTH 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 "A".

**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:

**Overhead facilities only.** Poles (3 poles total) and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

**Grantee to maintain a minimum of 25 feet vertical clearance between Grantor's existing well head and lines.**  
*FAB*

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.** 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 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 or structures 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.

**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 (take effect) to the benefit of and be binding upon their respective successors and assigns.

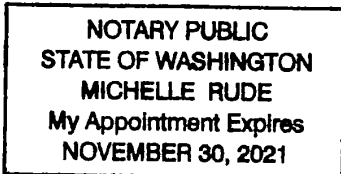
DATED this 21 day of March, 2019

GRANTOR:

By Robert A. Helton  
ROBERT A. HELTONBy Beverly B. Helton  
BEVERLY B. HELTONSTATE OF WASHINGTON )  
COUNTY OF Snohomish ) SS

On this 21 day of March, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROBERT A. HELTON AND BEVERLY B. HELTON**, to me known to be the individual(s) 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.

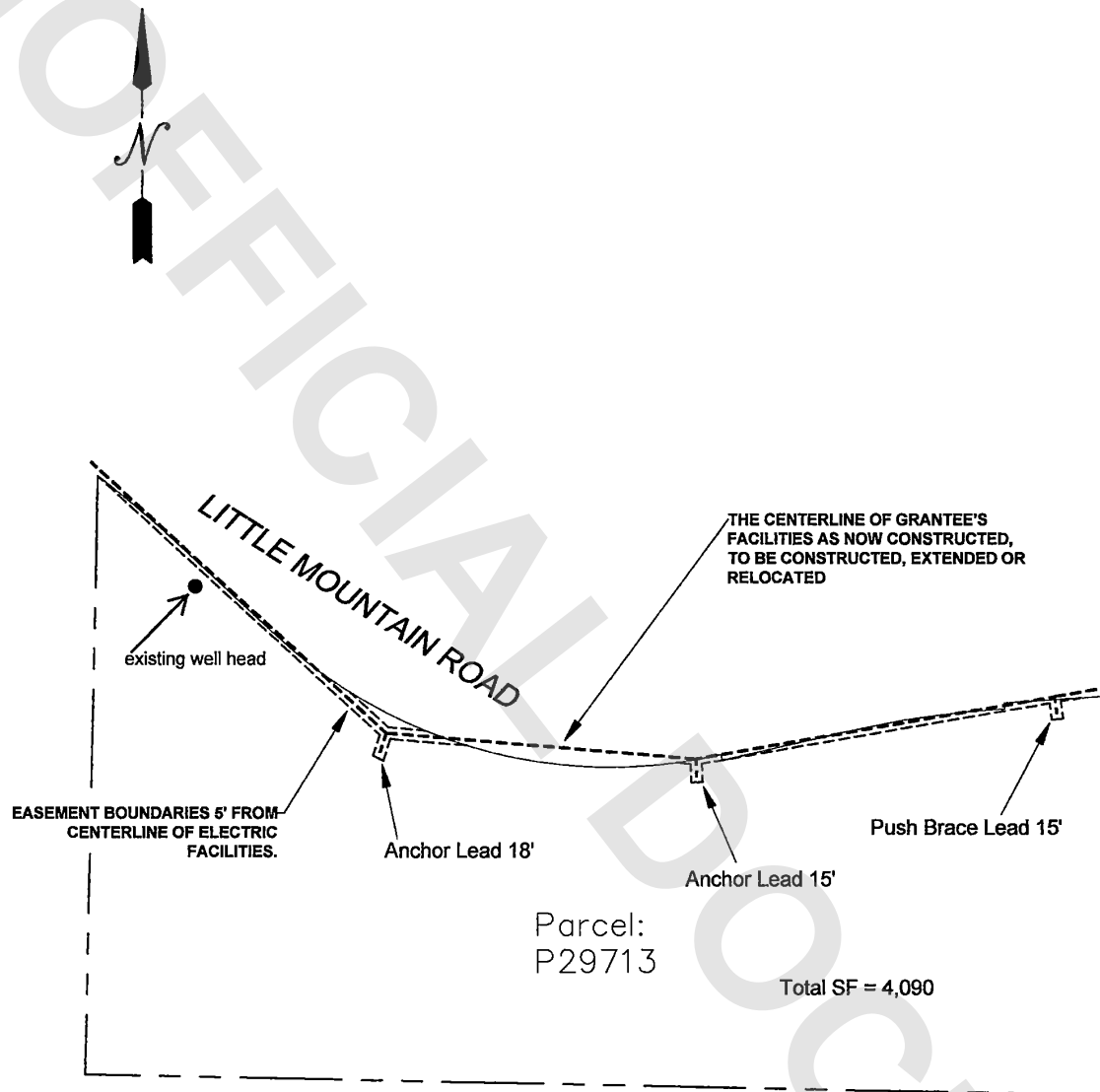
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Michelle Rude  
(Signature of Notary)  
Michelle Rude  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing  
at Riverview WA  
My Appointment Expires: November 30 2021

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

## EXHIBIT "A"



BIG-15 Little Mtn Rd

WO#101102892/RW-103140

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