



201905170090

05/17/2019 02:35 PM Pages: 1 of 8 Fees: \$106.00
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
20191862
MAY 17 2019

Amount Paid \$ 35.97
Skagit Co. Treasurer
By *mm* Deputy

 **PUGET SOUND ENERGY**

GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

m1b25A

REFERENCE #: **ROGER D. HELGESON AND KERRI L. HELGESON**
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**
GRANTEE (PSE): **Portion of NW ¼ SECT. 36, T34N, R04E; W.M.**
SHORT LEGAL: **P109389 (340436-2-008-0000) & P29848 (340436-0-006-0602)**
ASSESSOR'S PROPERTY TAX PARCEL:

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ROGER D. HELGESON AND KERRI L. HELGESON, husband and wife** ("Grantor" herein), hereby conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee" herein), for the specific 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 expressly 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): THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND FIVE (5) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE WESTERLY MARGIN OF THE EXISTING SIXTY (60) FOOT PUBLIC RIGHT-OF-WAY KNOWN AS WEST BIG LAKE BOULEVARD.

EASEMENT AREA NO. 2 (GUY & ANCHOR): COMMENCING AT THE SOUTHEASTERLY PROPERTY CORNER OF TRACT 2 OF SKAGIT COUNTY SHORT PLAT No. 29-86, APPROVED DECEMBER 22, 1986 AND RECORDED DECEMBER 22, 1986 IN VOLUME 7 OF SHORT PLATS, PAGE 148 UNDER AUDITOR'S FILE No. 8612220058; THENCE NORTHEASTERLY ALONG THE WESTERLY MARGIN OF WEST BIG LAKE BOULEVARD, A DISTANCE OF FORTY (40) FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO SAID ROAD MARGIN A DISTANCE OF TWELVE (12) FEET; THENCE SOUTHWESTERLY, PARALLEL TO SAID ROAD MARGIN A DISTANCE OF TWENTY (20) FEET; THENCE SOUTHEASTERLY A DISTANCE OF TWELVE (12) FEET, MORE OR LESS, TO SAID ROAD MARGIN; THENCE NORTHEASTERLY ALONG SAID ROAD MARGIN TO THE POINT OF BEGINNING.

EASEMENT AREA NO. 3 (UNDERGROUND): BEGINNING AT THE SOUTHEASTERLY PROPERTY CORNER OF TRACT 2 OF SKAGIT COUNTY SHORT PLAT No. 29.86, APPROVED DECEMBER 22, 1986 AND RECORDED DECEMBER 22, 1986 IN VOLUME 7 OF SHORT PLATS, PAGE 148 UNDER AUDITOR'S FILE No. 8612220058; THENCE NORTHEASTERLY ALONG THE WESTERLY MARGIN OF WEST BIG LAKE BOULEVARD, A DISTANCE OF FORTY (40) FEET; THENCE

NORTHWESTERLY, AT RIGHT ANGLES TO SAID ROAD MARGIN A DISTANCE OF TWELVE (12) FEET; THENCE SOUTHWESTERLY, PARALLEL TO SAID ROAD MARGIN A DISTANCE OF TWENTY (20) FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE PREVIOUS LINE, TO A POINT FIVE (5) FEET FROM SAID ROAD MARGIN; THENCE SOUTHWESTERLY, PARALLEL TO SAID ROAD MARGIN TO THE SOUTHERLY PROPERTY LINE; THENCE EASTERLY, ALONG SAID SOUTHERLY PROPERTY LINE TO THE WESTERLY MARGIN OF WEST BIG LAKE BOULEVARD; THENCE NORTHEASTERLY ALONG SAID ROAD MARGIN TO THE POINT OF BEGINNING; EXCEPT ANY PORTION THEREOF DESCRIBED UNDER PUGET SOUND POWER & LIGHT COMPANY EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 853011, RECORDS OF SKAGIT COUNTY, WASHINGTON.

A DIAGRAM OF THE THREE SPECIFIC EASEMENT AREAS IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF. "EASEMENT AREA NO. 1" IS DEPICTED IN THE FIRST (1ST) PAGE OF SAID EXHIBIT "B". "EASEMENT AREA NO. 2" IS DEPICTED IN "DETAIL A" ON THE SECOND (2ND) PAGE OF SAID EXHIBIT "B". "EASEMENT AREA NO. 3" IS DEPICTED IN "DETAIL B" ON THE SECOND (2ND) PAGE OF SAID EXHIBIT "B".

The Easement Area shall not be extended or supplemented without the Grantor's written consent reflected in a signed and recorded amendment to this Easement.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and upgrade the existing overhead facilities electric transmission and distribution lines within Easement Area. Such overhead systems may include, but are not limited to: crossarms, braces, guys and anchors; electric transmission and distribution lines; fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing. The Grantee's use shall be limited to underground facilities within Easement Area No. 3.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, maintain such facilities as it may require for such existing systems. Grantee shall have the right of access to the Easement Area over and across the Easement Area only 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 reasonable judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and provide Grantor with 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 specifically reserves the right to use the Easement Area for any purpose that does not interfere with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects in 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 shall release, protect, defend, and indemnify Grantor and their heirs, successors, and assigns, and their respective shareholders, officers, directors, members, managers, and employees, from and against liabilities, claims, losses, actions, damages, demands, costs, and expenses of any kind, including, but not limited to, legal fees and costs, resulting from, or in any way connected with, the acts or omissions of Grantee or its contractors or representatives in the use of the Easement Area granted herein, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor.

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.

8. Hazardous Substances and Waste. Grantee, and its successors, assigns, and agents, covenant and agree they will not use, store or dispose of any hazardous substances or wastes in or around the Easement Area and further covenant and agree they shall strictly comply with any and all governmental laws, regulations and ordinances regarding the handling, transportation and storage of hazardous substances and hazardous wastes.

9. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions in this Easement, protect its interest in any manner arising under this Easement or to recover damages for any breach under this Easement, the non-prevailing party shall pay the prevailing party its costs, damages, and expenses, including, but not limited to attorneys' fees and costs incurred.

10. Applicable Law. This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the venue of any suit or proceeding brought with respect to this Easement.

11. Entire Agreement; Modifications. This Easement reflects the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement. Neither this Easement nor any provision in this Easement may be waived, modified, amended, discharged or terminated, except by an easement in writing signed by both parties and then, only to the extent set forth in such easement.

DATED this 19th day of April, 2019.

GRANTOR:

By: [Signature]
ROGER D. HELGESON

By: [Signature]
KERRI L. HELGESON

GRANTEE:

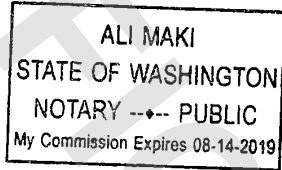
PUGET SOUND ENERGY, INC., a Washington corporation

By: [Signature]
Darby MH Broyles, its
Supervisor Real Estate

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 19th day of April, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROGER D. HELGESON AND KERRI L. HELGESON**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that ~~they~~^{he} signed the same as ~~their~~^{his} 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.



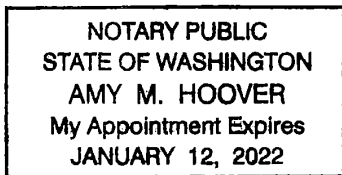
Ali Maki
(Signature of Notary) **ALI MAKI**
(Print or stamp name of Notary)
Notary Public in and for the State of Washington,
residing at Mukilteo
My Appointment Expires: 08-14-19

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 6th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darby Broyles, to me known to be the Supervisor * of **PUGET SOUND ENERGY, INC.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

* of Real Estate - North

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



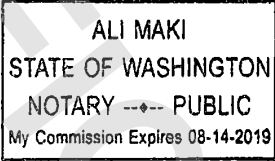
Amy Hoover
(Signature of Notary) Amy M. Hoover
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Whatcom County
My Appointment Expires: 1-12-22

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

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 22nd day of April, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ~~ROGER D. HELGESON AND KERRI L. HELGESON~~, to me known to be the individuals 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.
^{she} ^{her}

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



Ali Maki
(Signature of Notary) ALI MAKI
(Print or stamp name of Notary)
Notary Public in and for the State of Washington,
residing at Mukilteo
My Appointment Expires: 08-14-19

~~STATE OF WASHINGTON)
) SS
COUNTY OF _____)~~

~~On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of **PUGET SOUND ENERGY, INC.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.~~

~~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 not be placed within 1" margins

EXHIBIT "A"

TRACT 2 OF SKAGIT COUNTY SHORT PLAT NO. 29-86, APPROVED DECEMBER 22, 1986 AND RECORDED DECEMBER 22, 1986 IN VOLUME 7 OF SHORT PLATS, PAGE 148 UNDER AUDITOR'S FILE NO. 8612220058 BEING A PORTION OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

AND,

TRACT 4 OF REVISED SHORT PLAT NO. 3-74, APPROVED SEPTEMBER 21, 1977 AND RECORDED SEPTEMBER 23, 1977, UNDER AUDITOR'S FILE NO. 865327, IN VOLUME 2 OF SHORT PLATS, PAGE 128, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 2 OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

TOGETHER WITH AND SUBJECT TO THAT 60 FOOT NON- EXCLUSIVE EASEMENT AS DEPICTED ON THE FACE OF SAID REVISED SHORT PLAT NO. 3-74;

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
(DIAGRAM OF EASEMENT AREA)

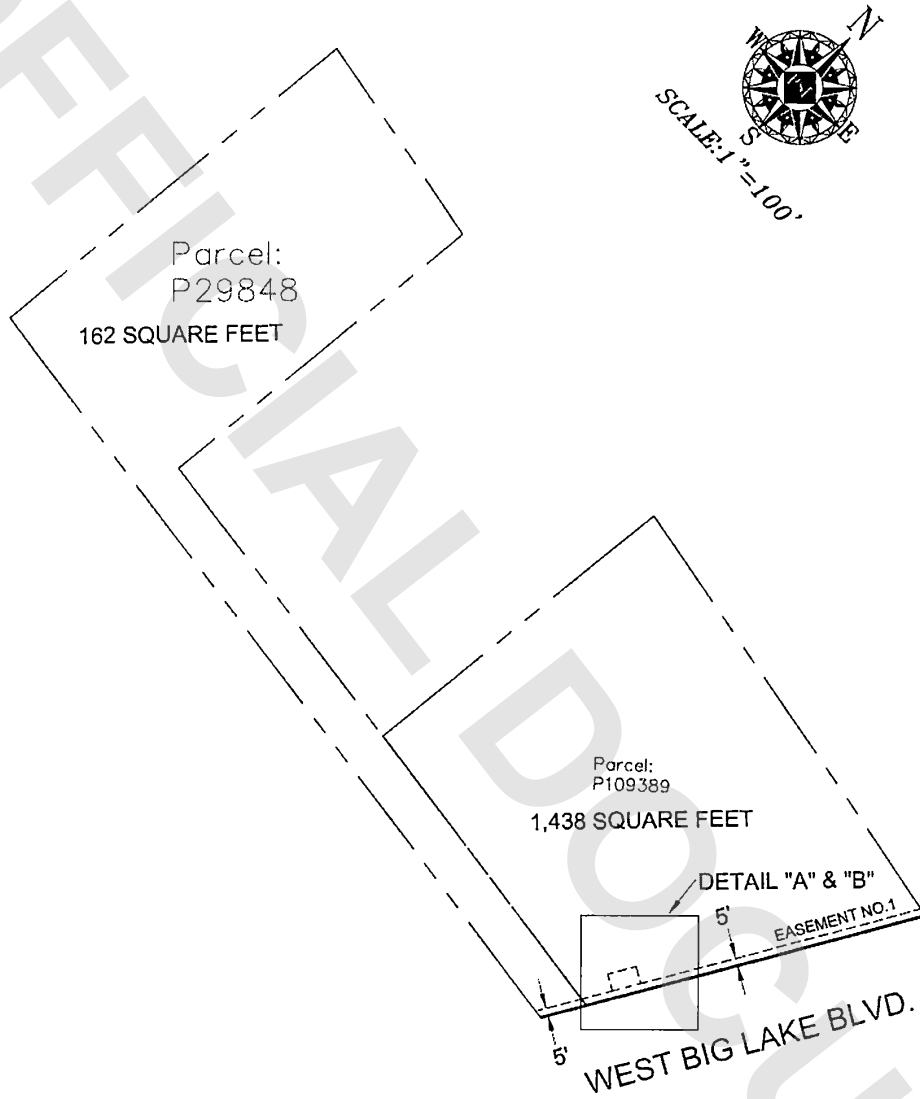


EXHIBIT "B"
(DIAGRAM OF EASEMENT AREA)

