

**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  
Affidavit No. 2021-670  
Feb 17 2021  
Amount Paid \$35.43  
Skagit County Treasurer  
By Chelsea Stalcup Deputy



**EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **Darlene Swayne, deceased**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN SW, NE, SEC 34, TWP 34N, 04E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P29704**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The Heirs and Devisees of Darlene Swayne, deceased** ("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:

**THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND TEN (10) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE SOUTHERLY MARGIN OF LITTLE MOUNTAIN ROAD.**

**A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY**

**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.

**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 Jan 15 21 day of \_\_\_\_\_, 2021.

GRANTOR:

**The Heirs and Devisees of Darlene Swayne, deceased**

By:   
**MATTHEW JAMES BONHAM SWAYNE,**  
 PERSONAL REPRESENTATIVE

STATE OF TN )  
 ) SS  
COUNTY OF Sullivan )

On this 15<sup>th</sup> day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Tennessee, duly commissioned and sworn, personally appeared **MATTHEW JAMES BONHAM SWAYNE**, to me known to be the person who signed as **PERSONAL REPRESENTATIVE** and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as

**PERSONAL REPRESENTATIVE** of said **Heirs and Devisees of Darlene Swayne, deceased.**

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



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

Katelyn Herring  
(Signature of Notary)

Katelyn Herring  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the

State of TN  
residing at Sullivan

My Appointment Expires: 3/1/23

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

That portion of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 34 North, Range 4 East, W.M., lying South of the County Road right-of-way commonly known as the Little Mountain Road.

