



200207220174

Skagit County Auditor

7/22/2002 Page 1 of 3 1:46PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 East College Way  
Mount Vernon, WA 98273

FIRST AMERICAN TITLE CO  
ACCOMMODATION RECORDING ONLY

M7879

**EASEMENT**

GRANTOR: **BROWN, KATHLEEN AND MATT, VERA HEILMAN TRUST, HEILMAN, PAUL**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Lots 7 through 12 & Tracts A-E Deception Shores**  
ASSESSOR'S PROPERTY TAX PARCEL: **P118300, P118301, P118302, P118303, P118304, P118305, P118321, P118323, P118324 & P118325**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KATHLEEN BROWN, MATT BROWN, VERA HEILMAN TRUST, JEFFREY HEILMAN and REBECCA HALL**, ("Grantor" herein), hereby conveys to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington for the purposes herein stated:

**LOTS 7, 8, 9, 10, 11, 12, 16 AND AREAS A, C, D AND E OF "DECEPTION SHORES PLANNED UNIT DEVELOPMENT" AS RECORDED ON SEPTEMBER 10, 2001 UNDER AUDITOR'S FILE NO. 200109100117 RECORDS OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOTS 3, 4, 5 AND 6 IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1 EAST W.M. .**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) lying within 25 feet of the centerline of Grantor's existing transmission lines as shown on the face of the above described Planned Unit Development.

1. At no time shall an area 25 feet on each side of Grantee's existing transmission line (as shown on the face of the above Planned Unit Development) be used for storage of flammable or volatile material or placement of any buildings or other structures, including, but not limited to the following: Decks, patios, septic drain fields, and outbuildings of any nature. At no time shall Grantee's access to the transmission line or structures along the easement area be permanently blocked off or unduly affected.
2. The Grantor or future P.U.D. lot owners must pay for any and all costs associated with changes in vertical line clearance, re-stabilization of any electrical structure or anchor, or facilities access as a result of uses that do not comply with Grantee's conditions outlined on the face of the above noted P.U.D. or as noted on approved construction plans.
3. Transmission or distribution lines have been or will be constructed, operated and maintained within the Grantee's easement area. Said facilities may require tree and brush cutting within and adjacent to the easement right-of-way. Grantee retains the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing on 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 bushes, trees, other vegetation upon the easement areas which, in the opinion of Grantee, interfere with the exercise of

Easement Agreement 11/1998  
37189/105016995

*No monetary consideration was paid*

Grantee's rights or create a hazard to Grantee's systems. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the property outside the easement area which could, in grantee's sole judgment, interfere with or create a hazard to Grantee's system. Grantee shall prior to the exercise of such rights identify such trees and make a reasonable effort to give prior notice when trees are cut, trimmed, removed or otherwise disposed of (except that Grantee shall have no obligation to identify that such trees or give such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Owners shall be entitled to no compensation for trees cut, trimmed, removed or disposed except for the actual market value of merchantable timber (if any) cut and removed from the property by Grantee. All shrubs and trees to be situated in the easement are must be of a low growing variety which normally do not exceed 15 feet in height at maturity.

4. The rights granted under this easement are in addition to and not in place of the rights set out in the above Planned Unit Development. Easement agreements, as previously executed in 1925, 1955, 1956 and 1965 remain in full force and effect.
5. This Agreement shall be binding upon and inure to the benefit of Successors and Assignees of both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

BY: Kathleen Brown BY: Matthew Brown  
 BY: John P. Wil BY: Rebecca A. Hall  
 BY: Rebecca A. Hall, Trustee BY: \_\_\_\_\_  
 Trustee of the Vera Hellman Trust Trustee of the Vera Hellman Trust

SKAGIT COUNTY WASHINGTON  
 DEPT. OF REVENUE  
 ESTATE EXCISE TAX  
 JUL 23 2002

STATE OF WASHINGTON )  
 ) SS Amount Paid \$ \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ ) Skagit Co. Treasurer  
 By fr Deputy

On this 17 day of May, 2002, before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Jeffrey Heilman, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ 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.

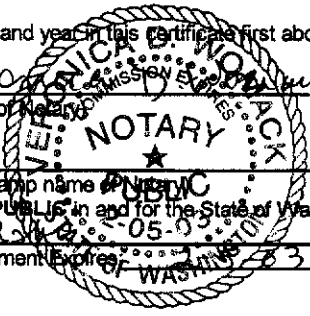


Elizabeth Kaiel  
 (Signature of Notary)  
 \_\_\_\_\_  
 (Print or stamp name of Notary)  
 NOTARY PUBLIC in and for the State of Oregon, residing  
 at US Bank  
 My Appointment Expires: Sept. 23, 2005

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this 23 day of April, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rebecca Hall, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ 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.

Vera Hellman  
 (Signature of Notary)  
 \_\_\_\_\_  
 (Print or stamp name of Notary)  
 NOTARY PUBLIC in and for the State of Washington, residing  
 at PO Box 23050  
 My Appointment Expires: 2005-05-03

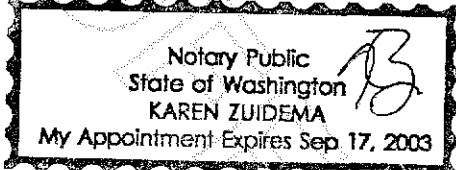


200207220174  
 Skagit County Auditor

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 15<sup>th</sup> day of May, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Matt Brown, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that He signed the same as 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.



Karen Zuidema  
(Signature of Notary)  
Karen Zuidema  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing  
at Anacortes WA

My Appointment Expires: 9/17/03

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 5<sup>th</sup> day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KATHLEEN BROWN to me known to be the person who signed as TRUSTEE and who executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument as TRUSTEE of said TRUST.

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



Laura L. Iles  
(Signature of Notary)  
LAURA L. ILES  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing  
at Anacortes

My Appointment Expires: 2-17-03

STATE OF WASHINGTON )  
COUNTY OF ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, 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 person who signed as \_\_\_\_\_ and who executed the within and foregoing instrument and acknowledged said instrument to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that \_\_\_\_\_ was authorized to execute the said instrument as \_\_\_\_\_ of said \_\_\_\_\_.

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 be inside 1" margins



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