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06/28/2021 03:31 PM Pages: 1 of 3 Fees: \$105.50  
Skagit County Auditor

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/ Major Projects  
P.O. Box 97034 EST-06E  
Bellevue, WA 98009-9734

**PSE** **PUGET SOUND ENERGY** **ORIGINAL**

**EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2021-2925

JUN 28 2021

REFERENCE #:  
GRANTOR (OWNER): HEATHER ELIZABETH MIDDLETON  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN OF SW ¼ SE ¼, S13-T36N-R4E, W.M.  
ASSESSOR'S TAX #: P49240 / 360413-0-001-0008

Amount Paid \$ 37  
By Skagit Co. Treasurer Deputy  
JLB

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **HEATHER ELIZABETH MIDDLETON** who acquired title as **HEATHER ELIZABETH HOYT**, as her separate property, ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING EASTERLY OF THE EASTERLY LINE OF THE UPPER SAMISH ROAD AS SAID ROAD EXISTED ON MAY 25, 1999; AND LYING WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY 9; AND LYING WESTERLY OF THE SAMISH RIVER:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13;

THENCE NORTH 29 RODS (478.5 FEET);  
THENCE EAST 62 ½ RODS (1031.25 FEET);  
THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID SECTION THAT IS 48 ½ RODS (800.25 FEET) EAST OF THE POINT OF BEGINNING;  
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING;

TOGETHER WITH ANY PORTION THEREOF THAT MAY ATTACH BY OPERATION OF LAW OF THE SKAGIT COUNTY ROAD RIGHT OF WAY VACATED BY VACATION ORDER RECORDED IN VOLUME 17 OF COMMISSIONERS PROCEEDINGS ON PAGE 369;

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

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

THAT PORTION OF THE HEREIN DESCRIBED PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE RUNNING SOUTHERLY 55 FEET ALONG THE EASTERN PROPERTY BOUNDARY TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING WESTERLY 15 FEET PERPENDICULAR TO SAID EASTERN BOUNDARY;

THENCE RUNNING SOUTHERLY 10 FEET PARALLEL TO SAID EASTERN BOUNDARY;

THENCE RUNNING EASTERLY 15 FEET TO A POINT ON SAID EASTERN BOUNDARY;

THENCE RUNNING NORTHERLY 10 FEET ALONG SAID EASTERN BOUNDARY TO THE TRUE POINT OF BEGINNING;

(CONTAINING 150 SQUARE FEET, MORE OR LESS.)

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend 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 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. **Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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 PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. **Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**8. Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.

DATED this 10 day of June, 2021

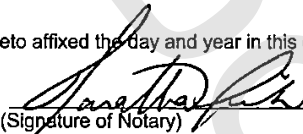
OWNER:

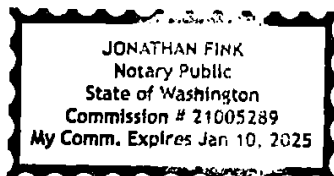
  
HEATHER ELIZABETH MIDDLETON

STATE OF Washington )  
COUNTY OF Sengkitt ) ss

On this 10 day of June, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HEATHER ELIZABETH MIDDLETON, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her 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.

  
(Signature of Notary)  
Jonathan Fink  
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of Washington, residing  
at 1182 SE 24th PL SE Kent, WA 98031  
My Appointment Expires: 1/10/26  
My Appointment Expires: 1/10/25