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07/14/2021 03:56 PM Pages: 1 of 4 Fees: \$106.50  
Skagit County Auditor

**RETURN ADDRESS:**

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



**ORIGINAL**

**EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2021-3193  
JUL 14 2021

Amount Paid \$14.60  
Skagit Co. Treasurer  
By DLB Deputy

REFERENCE #:   
GRANTOR: JULIE ELIZABETH BUCHANAN  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN LOTS 14 & 15, MEDCALF'S ADD, S27-T35N-R4E, W.M.  
ASSESSOR'S TAX #: 3954-000-015-0201 / P67436

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JULIE ELIZABETH BUCHANAN**, as her separate estate ("Grantor" 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:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

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 REAL PROPERTY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;  
THENCE RUNNING SOUTHWESTERLY PARALLEL WITH AND ADJACENT TO THE SOUTHEASTERLY BOUNDARY OF STERLING DRIVE, A DISTANCE OF 5 FEET;  
THENCE RUNNING SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 15 FEET;  
THENCE RUNNING NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY BOUNDARY OF STERLING DRIVE, A DISTANCE OF 5 FEET;  
THENCE RUNNING NORTHWESTERLY PARALLEL WITH AND ADJACENT TO SAID NORTHEASTERLY PROPERTY BOUNDARY TO THE POINT OF BEGINNING.**

**(CONTAINING 75 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 Grantor prior notice that such trees will be cut, trimmed, removed or disposed. Grantor 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. 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Grantor shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

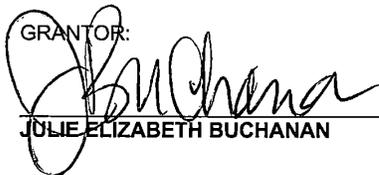
**6. Indemnity.** PSE agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor 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 Grantor. 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 29<sup>th</sup> day of June, 2021

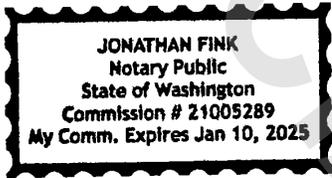
GRANTOR:

  
 JULIE ELIZABETH BUCHANAN

STATE OF Washington )  
COUNTY OF Skagit ) ss

On this 29 day of June, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Julie Elizabeth Buchanan**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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.



*Jonathan Fink*  
(Signature of Notary)

Jonathan Fink  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing  
at Kent, WA

My Appointment Expires: 1/10/25

**EXHIBIT A**  
**LEGAL DESCRIPTION - SKAGIT COUNTY PARCEL P67436 (3954-015-0201)**

**Parcel A:**

That portion of Lot 15, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said lot where the Northwestern line thereof intersects Sterling Drive;  
Thence in a Southeasterly direction along the Westerly boundary of said lot, a distance of 26.10 feet;  
Thence North 34°19'13" East a distance of 150.00 feet;  
Thence South 42°55'26" East a distance of 9.00 feet to the true point of beginning of this description;  
Thence South 34°19'13" West to the Easterly line of Sterling Drive;  
Thence Southeasterly along Sterling Drive to the Southwest corner of Lot 15;  
Thence North 76°25'57" East along the Southerly line of Lot 15, a distance of 147.91 feet;  
Thence North 20°06'09" East 23.87 feet to a point that bears South 42°55'26" East from the true point of beginning;  
Thence North 42°55'26" West 110.25 feet to the true point of beginning;

TOGETHER WITH an easement for ingress and egress over and across that portion of Lot 15, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said lot where the Northwestern line thereof intersects Sterling Drive;  
Thence in a Southeasterly direction along the Westerly boundary of said lot, a distance of 26.10 feet;  
Thence North 34°19'13" East a distance of 150.00 feet;  
Thence South 42°55'26" East a distance of 9.00 feet to the true point of beginning of this description;  
Thence South 34°19'13" West to the Easterly line of Sterling Drive;  
Thence Northwesterly along the Easterly line of Sterling Drive 25.10 feet, more or less, to a point that is 10.00 feet Southeasterly as measured along the Easterly line of Sterling Drive from the Northwest corner of said lot;  
Thence North 34°19'13" East to a point that bears North 42°55'26" West from the true point of beginning;  
Thence South 42°55'26" East 25.00 feet, more or less, to the true point of beginning.

**Parcel B:**

That portion of Lot 15, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said lot where the Northwestern line thereof intersects Sterling Drive;  
Thence in a Southeasterly direction along the Westerly boundary of said lot, a distance of 26.10 feet;  
Thence North 34°19'13" East a distance of 150.00 feet;  
Thence South 42°55'26" East a distance of 9.23 feet to the true point of beginning of this description;  
Thence South 42°55'26" East 110.02 feet to the Southeasterly line of Lot 15;  
Thence North 42°36'54" East a distance of 30.00 feet;  
Thence Northwesterly in a straight line to the true point of beginning.

**Parcel C:**

That portion of Lot 14, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said Lot 14;  
Thence North 76°25'57" East along the Northerly line of said Lot 14, a distance of 55.00 feet to the true point of beginning;  
Thence continue North 76°25'57" East 92.01 feet to the Northeast corner of said Lot 14;  
Thence South 20°06'09" West along the Easterly line of said lot 25.00 feet;  
Thence Westerly in a straight line to the true point of beginning.

All situated in Skagit County, Washington.