



201410270128

Skagit County Auditor

\$75.00

10/27/2014 Page

1 of

4 1:49PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

*Document*  
OCT 27 2014

Amount Paid \$-  
Skagit Co. Treasurer  
By *man* Deputy

**PUGET SOUND ENERGY****EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

**ACCOMMODATION RECORDING ONLY**

GRANTOR (Owner): **PETERSEN, LESLIE & SHERRY**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion Tract 2 Burlington Acreage in SE 1/4 28-35-4**  
ASSESSOR'S PROPERTY TAX PARCEL: **P62252/3867-000-002-0509**

114837

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **LESLIE R. PETERSEN and SHERRY A. PETERSEN, husband and wife** ("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:

**SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.**

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

**An Easement Area ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows - the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property - generally located in the South 30 feet of the above described Property.**

**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:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; 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. 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.

*No monetary consideration paid*

4. **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.

5. **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.

6. **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.

7. **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 15<sup>th</sup> day of October, 2014.

OWNER:

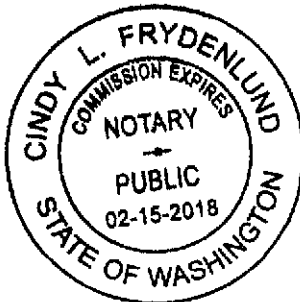
BY: Leslie R. Petersen  
**LESLIE R. PETERSEN**

BY: Sherry A. Petersen  
**SHERRY A. PETERSEN**

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 15<sup>th</sup> day of October, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LESLIE R. PETERSEN and SHERRY A. PETERSEN**, 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.

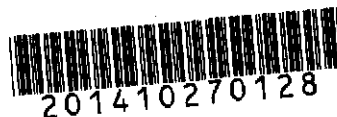
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Cindy L. Frydenlund  
(Signature of Notary)  
Cindy L. Frydenlund  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at mt kirkwood  
My Appointment Expires: 2/15/18

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



Skagit County Auditor  
10/27/2014 Page

2 of

4

\$75.00

1:49PM

## **"EXHIBIT A"**

### **TRACT "A"**

THE NORTH ½ OF THE WEST ½ OF TRACT 2, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF ANDERSON ROAD NO. 2523 AS VACATED BY RESOLUTION NO. 4222 DATED SEPTEMBER 20, 1966 ABUTTING THEREON.

### **TRACT "B"**

THAT PORTION OF LOT 2, SHORT PLAT NO. 30-88, APPROVED OCTOBER 27, 1988, RECORDED NOVEMBER 10, 1988 IN VOLUME 8 OF SHORT PLATS, PAGE 87, UNDER AUDITOR'S FILE NO. 8811100003; AND BEING A PORTION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., WHICH LIES EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF PETER ANDERSON ROAD AS SHOWN ON THE FACE OF SAID SHORT PLAT.

### **TRACT "C"**

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE EASTERLY LINE OF THE AS-BUILT AND EXISTING RIGHT-OF-WAY FOR PETER ANDERSON ROAD, AND LYING NORTHERLY OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH ½ OF TRACT 2, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

THAT PORTION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 307 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO GORDON J. BRECHT AND LEOTA BRECHT, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 1970, UNDER AUDITOR'S FILE NO. 745975;

THENCE WEST ALONG THE SOUTH LINE OF SAID BRECHT TRACT AND SAID LINE PRODUCED WEST, A DISTANCE OF 160 FEET;

THENCE NORTH 100 FEET TO A POINT 10 FEET WEST OF THE NORTHWEST CORNER OF SAID BRECHT TRACT;

THENCE WEST ALONG A LINE WHICH IS PARALLEL TO AND 207 FEET SOUTH OF THE NORTH LINE OF THE AFOREMENTIONED SUBDIVISION TO A POINT WHICH IS 354 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING ON THE EAST LINE OF A TRACT SOLD UNDER CONTRACT TO HARRY E. SCHERBINSKE, ET UX, RECORDED DECEMBER 8, 1969, UNDER AUDITOR'S FILE NO. 733790;

THENCE SOUTHERLY ALONG THE EAST LINE AND THE SOUTHERLY EXTENSION THEREOF, OF SAID SCHERBINSKE TRACT, TO A POINT 200 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION;

THENCE EAST ALONG A LINE WHICH IS 200 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE TO THE EAST LINE OF SAID SUBDIVISION;

THENCE NORTH TO THE POINT OF BEGINNING.

**DESCRIPTION CONTINUED:**

**TRACT "D"**

THAT PORTION OF THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE EASTERLY LINE OF THE AS-BUILT AND EXISTING RIGHT-OF-WAY FOR PETER ANDERSON ROAD;

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 28,  
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE WEST 354 FEET THEREOF,

ALSO EXCEPT THE SOUTH 200 FEET THEREOF,

AND ALSO EXCEPT THE NORTH 207 FEET THEREOF.

EXCEPT FROM ALL THE ABOVE TRACTS A, B, C, AND D THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. (SOUTH ¼ CORNER) AS SHOWN ON THAT CERTAIN SHORT PLAT NO. PPT-92-006 RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9210190078;

THENCE NORTH 2°01'38" EAST ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 28, FOR A DISTANCE OF 1,866.74 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28, ALSO BEING THE NORTHEAST OF SHORT PLAT NO. 30-88 RECORDED UNDER AUDITOR'S FILE NO. 8811100003 AND BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°58'23" WEST ALONG THE NORTH LINE OF SAID SHORT PLAT NO. 30-88 FOR A DISTANCE OF 21.72 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY MARGIN OF PETERSON ANDERSON ROAD, AS SHOWN ON THE FACE OF SAID SHORT PLAT NO. 30-88;

THENCE SOUTH 0°34'07" WEST ALONG SAID EAST MARGIN OF THE PETER ANDERSON ROAD FOR A DISTANCE OF 280.62 FEET, MORE OR LESS, TO A POINT THAT IS 30.00 FEET NORTH (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THE SOUTH LINE OF THE NORTH ½ OF THE WEST ½ OF TRACT 2, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 88°38'29" EAST PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 394.09 FEET;

THENCE NORTH 1°21'31" EAST FOR A DISTANCE OF 284.24 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTH ½ OF THE WEST ½ OF SAID TRACT 2, "PLAT OF BURLINGTON ACREAGE PROPERTY" AT A POINT BEARING SOUTH 89°07'09" EAST FROM THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°07'09" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 376.26 FEET, MORE OR LESS, TO THE **TRUE POINT OF BEGINNING**.

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



201410270128

Skagit County Auditor

10/27/2014 Page

4 of

4

\$75.00

1:49PM