



Skagit County Auditor \$75.00  
1/15/2015 Page 1 of 4 2:03PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

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

*Easement*  
JAN 15 2015

Amount Paid \$  
Skagit Co. Treasurer  
By *Mam* Deputy



EASEMENT

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): ROSER, DAVID  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion NW¼, SE¼ & NE¼, SW¼ in 22-36-3  
ASSESSOR'S PROPERTY TAX PARCEL: P104399/360322-3-001-0100

*m4848*

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **DAVID D. ROSER, who acquired title as an unmarried individual** ("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. Said centerline generally set out in EXHIBIT "B" as hereto attached and by reference incorporated herein.

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

RW-090738/105076622  
SE¼ & SW¼ 22-36-3

*No monetary consideration paid*

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.

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 5<sup>th</sup> day of January, 2015 AK 2014.

OWNER:

BY: [Signature]  
DAVID D. ROSER

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

On this 5<sup>th</sup> day of January, 2015 AK before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAVID D. ROSER** to me known to be the individual 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.

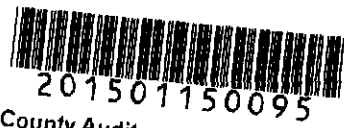
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

[Signature]  
(Signature of Notary)  
LISA GOMEZ  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes  
My Appointment Expires: 3-12-17



Notary seal, text and all other markings must be placed within margins



**"EXHIBIT A"**

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (CENTER OF SECTION 22);

THENCE SOUTH 89°34'13" EAST 634.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE SOUTH 45°36'24" WEST, PARALLEL WITH A LINE RUN BETWEEN THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1174.88 FEET TO THE TOE OF THE HILL WHICH DEFINES THE UPLANDS TO THE NORTHEAST, IDENTIFIED ON SKAGIT COUNTY COMPREHENSIVE PLAN DATED NOVEMBER 1, 1999 AS RURAL (RRV) AND THE LOWLANDS TO THE SOUTHWEST, IDENTIFIED AS SKAGIT COUNTY COMPREHENSIVE PLAN DATED NOVEMBER 1, 1999 AS NATURAL RESOURCE LAND (AG-HRL) AGRICULTURE-NRL;

THENCE ALONG SAID TOE OF THE HILL, ALSO BEING THE LAND USE BOUNDARY LINE AS FOLLOWS, NORTH 66°52'17" WEST 28.95 FEET;

THENCE NORTH 43°23'01" WEST 49.86 FEET;

THENCE NORTH 12°45'24" WEST 137.84 FEET;

THENCE NORTH 7°52'52" EAST 41.42 FEET;

THENCE NORTH 41°08'40" WEST 59.17 FEET;

THENCE NORTH 76°34'16" WEST 57.00 FEET;

THENCE NORTH 80°10'05" WEST 20.15 FEET;

THENCE NORTH 30°36'18" WEST 40.69 FEET;

THENCE NORTH 64°26'28" WEST 64.64 FEET;

THENCE NORTH 81°20'36" WEST 76.90 FEET;

THENCE NORTH 19°08'20" WEST 72.80 FEET;

THENCE NORTH 64°30'34" EAST 74.20 FEET;

THENCE NORTH 23°37'20" WEST 46.76 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL "B" DESCRIBED ON QUIT CLAIM DEED TO GAIL M. ANDERSON, KIM T. ZACKARIASEN AND DAVID C. HASSELBERG, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9809260087 AND BEING MORE PARTICULARLY SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED IN VOLUME 20 OF SURVEYS, PAGES 141-142, RECORDS OF SKAGIT COUNTY AND BEARING SOUTH 58°49'33" WEST FROM THE POINT OF BEGINNING;

THENCE NORTH 58°49'33" EAST ALONG SAID NORTHWESTERLY LINE 626.56 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

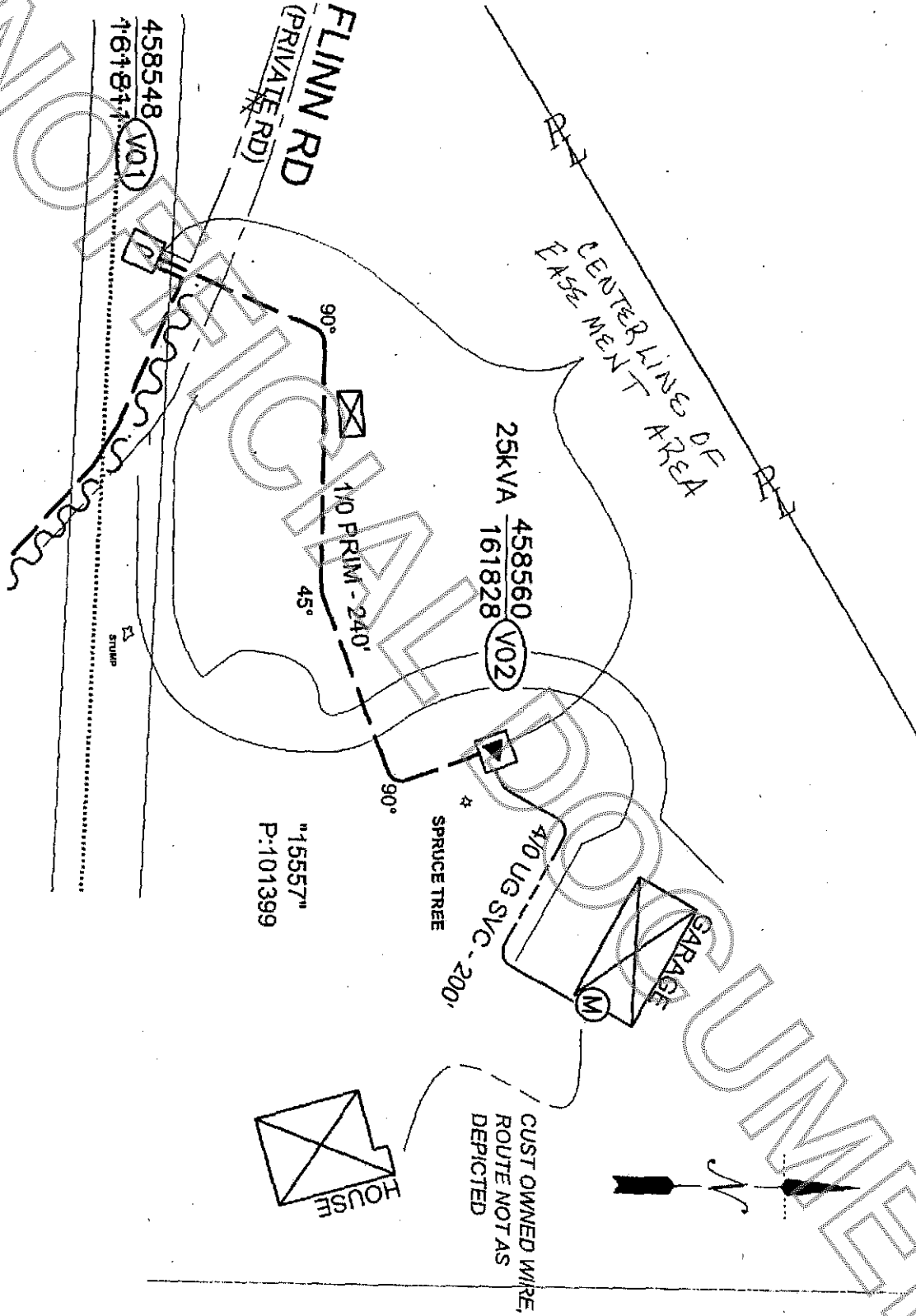
SITUATED IN SKAGIT COUNTY, WASHINGTON.



201501150095

UNRECORDED DOCUMENT

EXHIBIT "B"



Situate in County of Skagit, State of Washington.



201501150095

Skagit County Auditor

\$75.00

1/15/2015 Page

4 of

4 2:03PM