



201008160136
Skagit County Auditor

8/16/2010 Page

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3 2:12PM

RETURN ADDRESS:

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

M4474

GRANTOR: LARRY B. DENT AND SHERRY L. DENT
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SW NW SEC 11, TWN 34 N RG 1 E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P103156

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LARRY B. DENT AND SHERRY L. DENT**, husband and wife ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **SKAGIT** County, Washington:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated. (This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.)

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles, towers 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;

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in 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 brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make

OH Electric 10/2003
WO 105062643/ RW-076564
3401E042

No monetary consideration paid

a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. 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 construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 5th day of August, 2010.

GRANTOR/S:

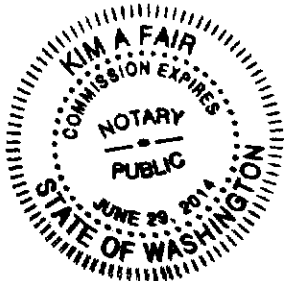
BY: Larry B. Dent

BY: Sherry Dent

STATE OF Washington)
COUNTY OF Skagit) SS

On this 5 day of August, 2010, before me, a Notary Public in and for the St. of Washington, duly commissioned and sworn, personally appeared **LARRY B. DENT AND SHERRY L. DENT**, 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.



Kim A. Fair
(Signature of Notary)

Kim A. Fair
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the St of WASH
residing at Burlington
My Appointment Expires: 06/29/14

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Easement

AUG 16 2010

OH F... 400000
WC
34C



201008160136
Skagit County Auditor

Amount Paid 0
Skagit Co. Treasurer
By MM Deputy

EXHIBIT A

Legal Description:

That portion of the Southwest Quarter of the Northwest Quarter of Section 11, Township 34 North, Range 1 East of the Willamette Meridian described as follows:

Commencing at the Southwest corner of Lot 75, Plat of Rancho San Juan Del Mar Subdivision No. 4, Plate No. 3, as recorded in Volume 6 of Plats, pages 19 to 22 inclusive, records of Skagit County, Washington;
thence South 18°03' East, along the Southwesterly line of that certain tract conveyed to Brian J. Earp and Shirley E. Earp, husband and wife, be deed recorded on June 27, 1989 under Auditor's File No. 8906270007, records of said county, a distance of 125.00 feet to the Southwest corner thereof and the true point of beginning;
thence South 67°43'30" West a distance of 21.53 feet;
thence South 8°25'49" West a distance of 38.50 feet;
thence South 40°48'03" West a distance of 73.02 feet;
thence South 68°55'04" West a distance of 57.94 feet;
thence South 60°55'29" West a distance of 22.18 feet;
thence South 82°54'38" West a distance of 23.28 feet;
thence South 73°17'49" West a distance of 37.51 feet to the North line of that certain tract conveyed to Kenneth M. Dodson and Oletha M. Dodson, husband and wife, by deed recorded on May 27, 1957 under Auditor's File No. 551776, records of Skagit County, Washington;
thence South 52°55'00" East, along the North line thereof, a distance of 36.32 feet to angle point in said North line;
thence South 88°08'00" East, along said North line, a distance of 557.40 feet to the Westerly margin of Lateral Highway No. 4; as shown on said plat, and also known as Rosario Road;
thence North 32°30'00" East, along said Westerly margin, a distance of 381.32 feet to the Southerly margin of the Edith Point Road, also known as County Road No. 377, and as shown on said Plat of Rancho San Juan Del Mar Subdivision No. 4;
thence North 87°08'00" West along said South margin, a distance of 228.83 feet to the intersection with the Southeasterly line of the aforementioned Earp tract;
thence South 67°43'30" West, along said Southeasterly line, a distance of 385.51 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

