



201106200159

Skagit County Auditor

6/20/2011 Page 1 of 3 1:43PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GRANTOR: **PATRICK A. RIMMER FAMILY, LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion NW¼ 24-35-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P122795/350424-2-003-0300**

GUARDIAN NORTHWEST TITLE CO.**ACCOMMODATION RECORDING ONLY***m4570*

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PATRICK A. RIMMER FAMILY, LLC**, an Washington limited liability company ("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:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 1, MOORE'S ADDITION TO WOOLLEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAT 62, RECORDS OF SKAGIT COUNTY, WASHINGTON; RUNNING THENCE EAST ALONG THE NORTH LINES OF BLOCK 1 AND 2, A DISTANCE OF 355 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 245 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINES OF MOORE'S ADDITION, A DISTANCE OF 355 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 245 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF SEDRO WOOLLEY BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 200811190088 AND 200912220005.

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 lying within the above described parcel – generally located as shown on Exhibit "A" as hereto attached and by reference incorporated herein.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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; 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.

UG Electric 11/1998
NW 24-35-4
RW-078763/105065923

No monetary consideration paid

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. 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.

4. 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.

5. 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.

6. 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 13 day of June, 2011.

GRANTOR: PATRICK A. RIMMER FAMILY, LLC

BY Patrick A. Rimmer

Title: _____

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

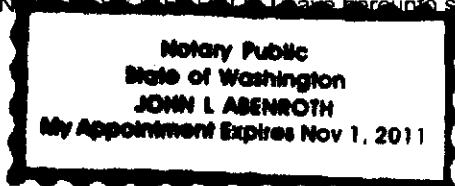
easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 20 2011

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

On this 13 day of June, 2011, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared, to me known to be the person(s) who signed as _____ of **PATRICK A. RIMMER FAMILY, LLC**, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **PATRICK A. RIMMER FAMILY, LLC**, for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **PATRICK A. RIMMER FAMILY, LLC**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

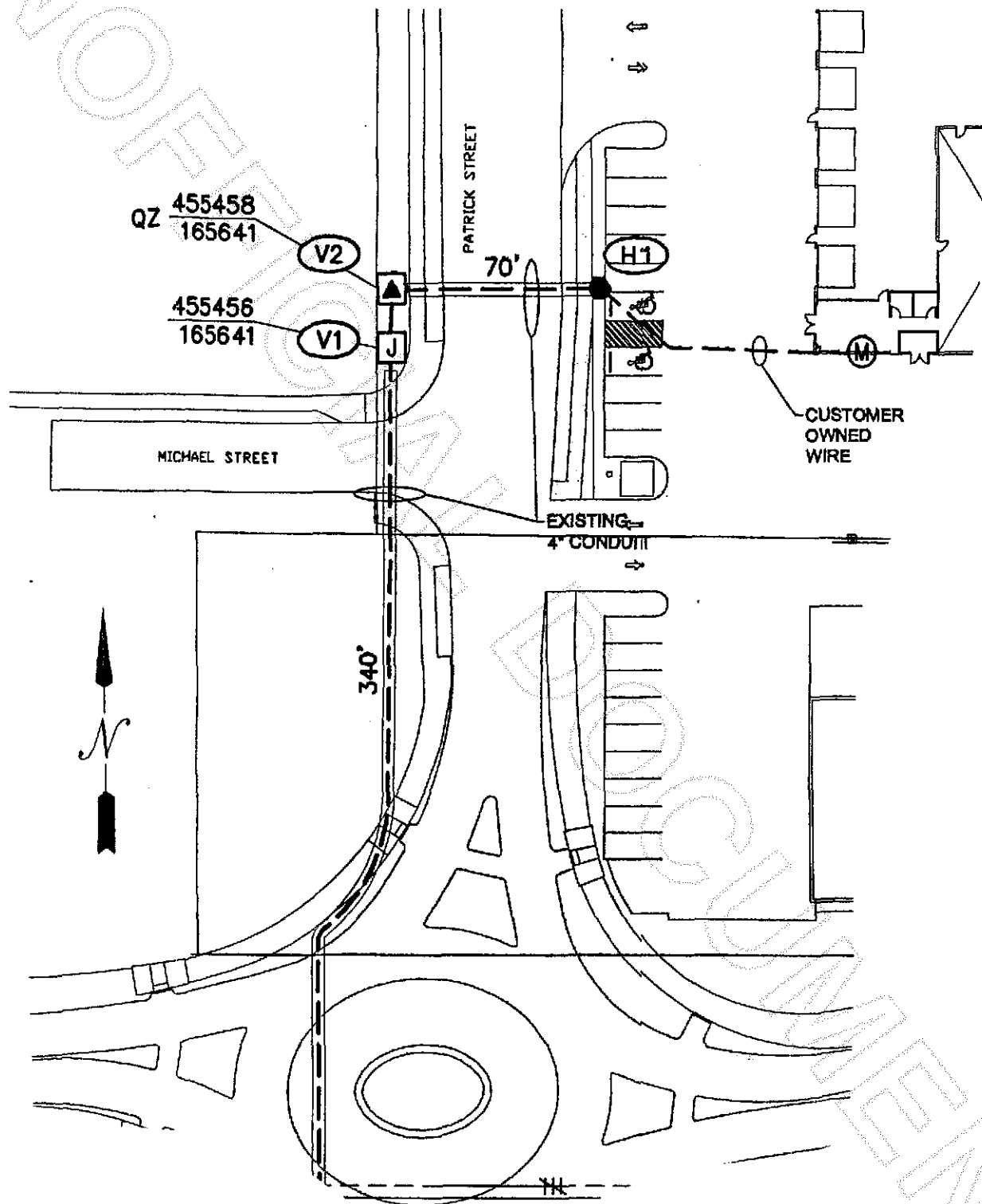


(Signature of Notary) John L. Asenroth

(Print or stamp name of Notary) Notary

NOTARY PUBLIC in and for the State of WASHINGTON
residing at Burlington

EXHIBIT "A"



Situate in the City of Sedro Woolley, County of Skagit, State of Washington.



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