



20100610000254

PUGET SOUND EN EAS 67.00  
PAGE-001 OF 006  
06/10/2010 11:25  
KING COUNTY, WA

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Real Estate Department  
Attn: George Lertkantitham  
P. O. Box 97034  
Bellevue, WA 98009-9734

E2445277

06/10/2010 11:19  
KING COUNTY, WA  
TAX \$1,607.00  
SALE \$90,000.00

PAGE-001 OF 001

**EASEMENT**  
KING COUNTY SUPERIOR COURT CASE # 10-2-09978-6  
REFERENCE #: \_\_\_\_\_ SEA  
GRANTOR: Jonathan T. Dutczak  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn of NW-1/4 of NW-1/4-36-24-7  
ASSESSOR'S PROPERTY TAX PARCELS: 362407-9101-02, 362407-9150

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the Jonathan T. Dutczak, as his separate estate ("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 King County, Washington:

See attached EXHIBIT "A"

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:

See attached EXHIBIT B-1, B-2, B-3

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 gas and electricity. Such systems may include, but are not limited to:
    - a. **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; and
    - b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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, 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 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, including the Easement, 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.

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  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 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, including the Easement, by Grantee.
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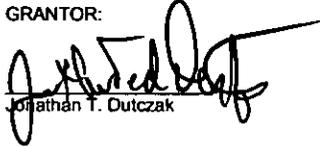
5. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable 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 2nd day of JUNE, ~~2009~~ 2010

GRANTOR:

  
Jonathan T. Dutczak

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING      )

On this 2nd day of JUNE, ~~2009~~ 2010 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jonathan T. Dutczak to me known to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

  
\_\_\_\_\_  
(Signature of Notary)

ROALD LUKE CHETTY  
\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
WASHINGTON, residing at ENOQUALMIE

My Appointment Expires: 11/02/13

Notary seal, text and all notations must be inside 1" margins



## **EXHIBIT A**

That portion of the south half of the northwest quarter of the northwest quarter of Section 36, Township 24 North, Range 7 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of said subdivision; thence south  $1^{\circ}35'34''$  west, along the west line of said subdivision, 332.96 feet; thence south  $87^{\circ}35'19''$  east 655.54 feet; thence north  $1^{\circ}30'56''$  east 332.64 feet to the north line of said subdivision; thence north  $87^{\circ}37'03''$  west, along said north line 655.10 feet to the point of beginning;

(ALSO KNOWN AS Lot 1 of King County Short Plat Number 6750002, recorded under Recording Number 7510100717);

TOGETHER WITH an easement for ingress, egress and utilities as contained in instruments recorded under recording numbers 7508220653 and 7508220654 and 7508220655.

## EXHIBIT B-1

### Legal Description of 220' Easement

That portion of the north half of the southwest quarter of the northwest quarter of the northwest quarter of Section 36, Township 24 North, Range 7 East, W.M., King County, Washington, described as follows:

Commencing at the northwest corner of said section, a 1" iron pipe with a tack in plug found in place, from which the west quarter corner of said section, a 2" iron pipe with tack and plug found in place bears south  $01^{\circ}40'27''$  west, 2,663.45 feet distant; thence south  $01^{\circ}40'27''$  west along the west line of said section, a distance of 665.86 feet to the north line of said southwest quarter; thence south  $87^{\circ}31'50''$  east along said north line a distance of 211.30 feet to the east line of the Bonneville Power Administration Easement as established by instrument filed June 1, 1967 under Auditors File No. 6183192, records of said county and the point of beginning; thence continuing south  $87^{\circ}31'50''$  east along said north line a distance of 220.09 feet to a point 220 feet easterly as measured perpendicular to said east line; thence south  $00^{\circ}52'30''$  west parallel with said east line a distance of 332.83 feet to the south line of said north half; thence north  $87^{\circ}33'27''$  west along said south line a distance of 220.08 feet to said east line; thence north  $00^{\circ}52'30''$  east along said east line a distance of 332.93 feet to the point of beginning; from which said west quarter corner bears south  $07^{\circ}43'14''$  west 2005.82 feet distant.

Containing 73,232 square feet or 1.68 acres more or less.

## EXHIBIT B-2

### Legal Description of 43' Easement

That portion of the north half of the southwest quarter of the northwest quarter of the northwest quarter of Section 36, Township 24 North, Range 7 East, W.M., King County, Washington, described as follows:

Commencing at the northwest corner of said section, a 1" iron pipe with a tack in plug found in place, from which the west quarter corner of said section, a 2" iron pipe with tack and plug found in place bears south 01°40'27" west, 2,663.45 feet distant; thence south 01°40'27" west along the west line of said section, a distance of 665.86 feet to the north line of said southwest quarter and the point of beginning; thence south 87°31'50" east along said north line a distance of 38.73 feet to the westerly margin of a 22.50' wide transmission line easement as established in U.S. District Court Cause No. C01-870, and recorded under recording number 20010620000633, records of said county; thence south 00°52'30" west along said westerly margin a distance of 333.01 feet to the south line of said north half; thence north 87°33'27" west along said south line a distance of 43.38 feet to the west line of said section; thence north 01°40'27" east along said west line a distance of 332.93 feet to the point of beginning.

Containing 13,665 square feet or 0.31 acres more or less.