

7.00

72
Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

JAN 22 1981

8101220022

Amount Paid \$ 7.00
Ruth Wylie, Co. Treas.
By CW Deputy

FRANKLIN PROPERTIES, a Washington General Partnership

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) Skagit County, Washington.

Tracts A and C of Short Plat No. MV-6-79 as per plat recorded July 30, 1979 in Volume 3 of Short Plats, pages 149 and 150 under Auditor's File No. 7907300028, records of said county and state. Being a portion of the Southwest quarter of Section 17, Township 34 North, Range 4 East, W.M.

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

A Right-of-Way ~~ten (10)~~ five (5) feet in width having five (5) feet of such width on each side of a center-line described as follows:

Being located on the above described property beginning at a point that is approximately 100 feet Northerly and twenty (20) feet Westerly of the Southeast corner of said Tract C; thence Northerly parallel with said Easterly line of Tract C approximately 65 feet; thence West approximately 315 feet to its terminus.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

BT-566
0456713
17(34-4)67

8101220022

VOL **428** PAGE **529**

Official Record
PUGET SOUND POWER & LIGHT COMPANY
P. O. BOX 1078
Bellingham, Wa. 98227

ATTN: **W. A. GRACE**

DATED this 8th day of JANUARY, 19 81

REC'D
81 JAN 22 11:55
REGULATORY

GRANTOR

FRANKLIN PROPERTIES

By: Arthur Bryce Franklin
ARTHUR BRYCE FRANKLIN, Partner
Barbara J. Franklin
BARBARA J. FRANKLIN, Partner
Grace Franklin Tebrink
GRACE FRANKLIN TEBRINK, Partner
Ernest Tebrink
ERNEST TEBRINK, Partner
Rose Franklin Holt
ROSE FRANKLIN HOLT, Partner
George H. Holt
GEORGE H. HOLT, Partner

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGOT)

On this day personally appeared before me Arthur Bryce Franklin and Barbara J. Franklin
to me known to be the individual S described in and 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 this 8th day of JANUARY

[Signature]
Notary Public in and for the State of Washington,
residing at MOUNT VERNON

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGOT)

On this day personally appeared before me Grace Franklin Tebrink and Ernest Tebrink
to me known to be the individual S described in and 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 this 8th day of JANUARY

[Signature]
Notary Public in and for the State of Washington,
residing at MT VERNON

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGOT)

On this day personally appeared before me Rose Franklin Holt and George H. Holt
to me known to be the individual S described in and 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 this 8th day of JANUARY

[Signature]
Notary Public in and for the State of Washington,
residing at MT VERNON

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared _____ and _____, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

8101220022

Notary Public in and for the State of Washington,
residing at _____