

450
8112210003

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

JAMES L. NIELSEN AND CAROL A. NIELSEN, husband and wife
SKAGIT COUNCIL HOUSING

("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.

PARCEL A: That portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 660 feet North and 920 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 16; thence North 165 feet; thence East 100 feet; thence South 165 feet; thence West 100 feet to the point of beginning.

~~EXCEPT the South 25 feet thereof.~~ *W.C.N. S.M.D. 1/12*

PARCEL B: That portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 660 feet North and 1020 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 16; thence North 165 feet; thence East 100 feet; thence South 165 feet; thence West 100 feet to the point of beginning.

~~EXCEPT the South 25 feet to be reserved for street.~~ *W.C.N. S.M.D. 1/12*

PARCEL C: That portion of the Northwest Quarter of the Northwest Quarter (Cont'd on Back) 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 10 (ten) feet in width having 5 (five) feet of such width on each side of a centerline described as follows

Being located on the above described property beginning at a point on the South line of said Parcel A that is approximately 20 feet West of the Southeast corner thereof; thence North 5 feet; thence East approximately 130 feet; thence North approximately 135 feet to its terminus.

COUNTY WASHINGTON
PAID

11 21 1981

Amount Paid \$ 0-
P. O. Box 1078, Co. Treas.

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.

8112210003

PUGET SOUND POWER & LIGHT COMPANY

P. O. BOX 1078

Bellingham, Wa. 98227

ATTN: C. M. JANK

VOL 461 PAGE 642

BT-697

#788 37 1-79

0068606

16 (34-4) 62

DATED this 16th day of December, 1921

(CONTINUED)

of Section 16, Township 34 North, Range 4 East, W.M., described as follows: Beginning at a point 660 feet North and 1120 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 16, thence North 165 feet; thence East 100 feet; thence South 165 feet; thence West 100 feet to the point of beginning, ~~EXCEPT the South 25 feet thereof.~~

GRANTOR

James L. Nielsen
JAMES L. NIELSEN

Carol A. Nielsen
CAROL A. NIELSEN
SKAGIT COUNCIL HOUSING

BY George W. Dymes
GEORGE W. DYMES, PRESIDENT

A. B. Loft
A. B. LOFT, SECRETARY-TREASURER

STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

On this day personally appeared before me James L. Nielsen and Carol A. Nielsen 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 16th day of December, 1921

Notary Public in and for the State of Washington
residing at Hamilton

STATE OF WASHINGTON)
SS
COUNTY OF)

On this day personally appeared before me _____ to me known to be the individual _____ described in and who executed the within and foregoing instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

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

STATE OF WASHINGTON)
SS
COUNTY OF)

On this day personally appeared before me _____ to me known to be the individual _____ described in and who executed the within and foregoing instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

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

STATE OF WASHINGTON)
SS
COUNTY OF SKAGIT)

CORPORATE ACKNOWLEDGMENT

On this 17th day of December, 1921, before me, the undersigned, personally appeared GEORGE W. DYMES and A. B. Loft to me known to be the PRESIDENT and SECRETARY-TREASURER respectively, of SKAGIT COUNCIL HOUSING 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 they are 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.

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

81122106C3

VOL 461 PAGE 643