

PUGET  
POWER

JERRY MCINTURI  
SKAGIT COUNTY ASSESSOR  
T-51309-6  
83 JAN 21 P 3:1

E A S E M E N T

8301210051

RECORDED FILED  
REQUEST OF

For and in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, the receipt of which is hereby acknowledged.

PART OF SKAGIT COUNTY, a municipal corporation and JOHN H. PETER, as lessee of an unrecorded lease dated April 22, 1980 ("Grantor" herein), hereby grant, convey and warrant to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation and its successors and assigns ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following-described real property (the "Property" herein) in Skagit County, Washington:

The Northeast quarter of the Northwest quarter of Section 10, Township 34 North, Range 3 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 fifty (50) feet in width, described as follows:

The North fifty (50) feet of the above-described Property; EXCEPT the following:

Commencing at the Northwest corner of said Northeast quarter of the Northwest quarter; thence South 88°05'26" East along the North line thereof a distance of 749.31 feet; thence South 1°54'34" West a distance of 39.00 feet to the TRUE POINT OF BEGINNING; thence South 88°05'26" East a distance of 36.00 feet; thence South 1°54'34" West a distance of 11.00 feet; thence North 88°05'26" West a distance of 36.00 feet; thence North 1°54'34" East a distance of 11.00 feet to the TRUE POINT OF BEGINNING.

281  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

Amount Paid \$  
By *[Signature]* Deputy

- 1. Purpose.** Grantee shall have the right to construct, operate, maintain, inspect, repair, relocate, replace, alter and remove a petroleum pipeline; a natural gas pipeline and a sanitary sewer pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, manholes and cathodic equipment, over, under and through the above-described property. Grantee agrees to use all reasonable efforts to place its facilities underground.
- 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 surface of the Property caused by the exercise of said right of access.
- 3. Right-of-way Clearing and Maintenance.** Grantee shall have the right to cut and remove or otherwise dispose of any and all brush, trees and timber presently existing upon the Right-of-way. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of trees, brush and other vegetation upon the Property which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's facilities.
- 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 which shall include construction, maintenance and operation of roads and railway systems, provided that Grantor shall not construct or maintain any building or other structure on the Right-of-way. Grantor agrees not to add to, subtract from, or otherwise disturb the groundcover over which the pipelines have been placed without prior written consent of Grantee. Grantor further agrees not to permit or create any danger or hazard within the easement corridor.

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5. Restoration. Following construction, the Property shall be returned as nearly as practicable to substantially the same condition that existed prior to the construction.

6. 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. The Grantee shall have the right to assign this grant in whole or in part, including and without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

7. Abandonment. The rights herein granted shall continue until such time as they are terminated through an express written agreement executed by the Grantees or their successors in interest. 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.

8. Warning Signs. Grantee shall have the right to install warning signs and cathodic equipment on the Property or fence-lines in a manner that will not interfere with Grantor's normal ingress and egress.

9. Encasement. Grantee will install encasements at not more than two (2) locations within forty-five (45) days from receipt of Grantor's written notice which specifies Grantor's desired location. Said encasements not to exceed sixty (60) feet in length each.

DATED this 21<sup>st</sup> day of December, 1982.

GRANTOR

John H. Petter  
JOHN H. PETTER

PORT OF SKAGIT COUNTY

BY: [Signature]

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF Skagit )

On this 21<sup>st</sup> day of December, 1982, before me, the undersigned, personally appeared [Signature], to me known to be the Acting President of the PORT OF SKAGIT COUNTY, the municipal 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 [Signature] authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

EASEMENT  
PORT OF SKAGIT COUNTY and JOHN H. PETER  
PUGET SOUND POWER & LIGHT COMPANY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF *Whatcom* )

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

GIVEN under my hand and official seal this 23<sup>rd</sup> day of  
December, 1962.

*William A. Hacc*  
Notary Public in and for the State  
of Washington, residing at  
Lynden