

**PUGET  
POWER 8309140046**

**EASEMENT**

LAND FILE NUMBER OF SKAGIT COUNTY

T-51309-3

For and in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, ROBERT S. TRAFF and ASTRID M. TRAFF, husband & wife; FRANK BUTY and BETTIE BUTY, husband & wife; and ROY W. H. JOHNSON and MARY M. JOHNSON, husband & wife, as their interests may appear of record,

("Grantor" herein), hereby grants, conveys and warrants 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.

That portion of the east half of Section 9, Township 34 North, Range 3 East, W.M., described as follows:

Commencing at the northeast corner of said Section 9; thence South 89°48'29" West along the north line of said Section 9, 26.42 feet to the point of beginning of this description; thence continuing along said north line South 89°48'29" West, a distance of 823.49 feet, more or less, to the west line of that certain tract of land sold to Robert S. Traff, et ux, et al, by instrument recorded under Auditor's File No. 895413, records of Skagit County, Washington; thence South 0°33'15" East along the west line of said Traff tract, a distance of 2064.45 feet to the southwest corner of said Traff tract; thence North 89°32'40" East along the south line of said Traff tract, a distance of 500.00 feet to the northeast corner of that certain tract of land conveyed to the State of Washington by instrument recorded under Auditor's File No. 504685; thence North 50°24'26" East a distance of 423.24 feet; thence North 0°33'12" East, a distance of 1793.48 feet, more or less, to the point of beginning of this description; also known as Tract "B" of Survey recorded under Auditor's File No. 800827005, in Volume 3 of Surveys, page 59, records of Skagit County, Washington.

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:

1. Right-of-Way fifty (50) feet in width described as follows:

The north fifty (50) feet of the above described Property.

2. Purpose. Grantee shall have the right to construct, operate, maintain, inspect, repair, relocate, replace, alter and remove a 16 inch petroleum pipeline; a 16 inch natural gas pipeline and a 6 inch sanitary sewer pipeline under the above described property. The sewer line will be installed five feet south of the north Right of Way line; the natural gas pipeline will be installed thirty (30) feet south of the north Right of Way line and the petroleum pipeline will be installed forty (40) feet south of the north Right of Way line.

3. 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 surface of the Property caused by the exercise of said right of access.

4. 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.

5. Grantee shall place all three pipelines in a steel casing pipe for a distance of 50 feet beginning at a point 375 feet west of Grantor's east property line.

5415  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JOB NO. 0608066  
RA T.N. County 44  
Parcel No. 3-B

SEP 14 1983

Amount Paid \$ 2197.23  
Ruth Wylie, Co. Treas.  
BY [Signature] Deputy

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5. Grantee will not oppose connection to the sewer or gas line or water line by Grantor; however all arrangements for said connections shall be by and at the sole expense of Grantor. This shall in no way infer, imply or obligate Grantee to insure that the individual utilities will permit said connections.

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

7. 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. Grantor further agrees not to permit or create any danger or hazard within the easement corridor.

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

9. 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, 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.

10. 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.

DATED this 25th day of July, 1983.

GRANTOR

Robert S. Traff  
Robert S. Traff

Astrid M. Traff  
Astrid M. Traff

Frank Buty  
Frank Buty

Bettie Buty  
Bettie Buty

Roy W. H. Johnson  
Roy W. H. Johnson

Mary M. Johnson  
Mary M. Johnson

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STATE OF WASHINGTON )  
COUNTY OF King ) ss

On this day personally appeared before me ROBERT S. TRAFF AND ASTRID M. TRAFF to me known to be the individuals 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 25th day of July, 1983.

Anna L. Fullmer  
Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON )  
COUNTY OF King ) ss

On this day personally appeared before me FRANK BUTY AND BETTY BUTY to me known to be the individuals 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 25th day of July, 1983.

Anna L. Fullmer  
Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON )  
COUNTY OF King ) ss

On this day personally appeared before me ROY W. H. JOHNSON AND MARY M. JOHNSON to me known to be the individuals 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 25th day of July, 1983.

Anna L. Fullmer  
Notary Public in and for the State of Washington, residing at Seattle