

**PUGET
POWER**

8405010029

EASEMENT

OFFICE OF THE CLERK

7-11-75-45

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, CITY OF ANACORTES

("Grantor" herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("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

Lots 14, 16 and 17, "Anacortes Industrial Park Addition," according to the plat recorded in Volume 10 of Plats, pages 19, 20 and 21, records of Skagit County, Washington.

Being a portion of the Southwest quarter of Section 19 and a portion of the Northwest quarter of Section 30, all in Township 35 North, Range 2 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) feet in width having five (5) feet of such width on each side of a centerline described as follows.

Being located as constructed on the above-described property beginning at a point on the South line of said Lot 14 that is approximately 10 feet East of the Southwest corner thereof; thence northerly approximately 283 feet to a point hereinafter referred to as Point "A"; thence continuing northerly approximately 228 feet to intersect with the North line of said Lot 17; thence returning to said Point "A"; thence East approximately 380 feet to intersect with the East line of said Lot 16.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

PAYED *[Signature]*

MAY 1 1984

Amount Paid \$ none

Ruth Wylie, Co. Treas.

By *[Signature]* Deputy

1 **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following

- a **Overhead facilities.** Poles and/or towers with crossarms, braces, guys and anchors, electric transmission and distribution lines; communication and signal lines, transformers.
- b **Underground facilities.** Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other 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 **Cutting of Trees.** Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgment, be 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, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent

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

BT-971, 44/L1, 19, 30(35-2)75, 118

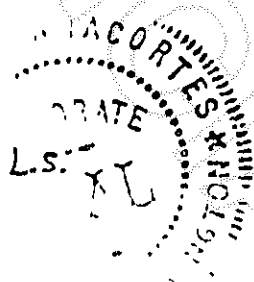
788 30 J 81

8405010029

VOL 538 PAGE 416

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

DATED this 23d day of April, 19 84



GRANTOR-
By: James Rice
George Khtain
CITY OF ANACORTES

STATE OF WASHINGTON)
COUNTY OF)

On this day personally appeared before me _____ described in and who executed the within and foregoing instrument, and to me known to be the individual _____ 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)
COUNTY OF)

On this day personally appeared before me _____ described in and who executed the within and foregoing instrument, and to me known to be the individual _____ 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 _____

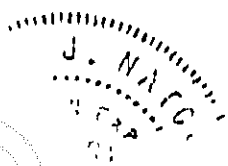
Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)
COUNTY OF Skyut)

CORPORATE ACKNOWLEDGMENT

On this 23d day of April, 19 84, before me, the undersigned, personally appeared James Rice and George Khtain to me known to be the Mayer and City Clerk - Treasurer, respectively, of CITY OF ANACORTES, 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 were 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 _____

RECEIVED
JERRY MCINTYRE

'84 MAY - 1 PA 23

REQUIS OF _____

8405010029

VOL 558 PAGE 417