

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM
8512200032

CHESTER J. GURKA and DENNIS M. GURKA, each as to their undivided interest.

("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.

The North 421 feet of the West 500.04 feet of the East 830.04 feet of Government Lot 1, Section 12, Township 35 North, Range 1 East, W.M.

JERRY MCINTURFF
KARL J. JONES
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RECORDS FIELD
REQUEST OF

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 feet in width having 5 feet of such width on each side of a center-line described as follows:

Being located as constructed or to be constructed commencing at a point on the South line of the above described property that is approximately 120 feet West of the Southeast corner thereof; thence northeasterly approximately 100 feet; thence East approximately 60 feet to the true point of beginning of this description; thence East to a point that is 5 feet West of the East line thereof; thence North parallel to the East line thereof to the North line thereof and its terminus.

The intention of this easement is to begin at the terminus of that certain easement to Puget Sound Power and Light Co. recorded under Auditor's File No. 7906130009, records of Skagit County, Washington.

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.** Grantor 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 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 unearthen 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.

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FIRST AMERICAN TITLE CO. M-2908-3

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DATED this 7th day of November, 1985

GRANTOR
Chester J. Gurka
CHESTER J. GURKA
Dennis M. Gurka
DENNIS M. GURKA

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this day personally appeared before me CHESTER J. GURKA
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.

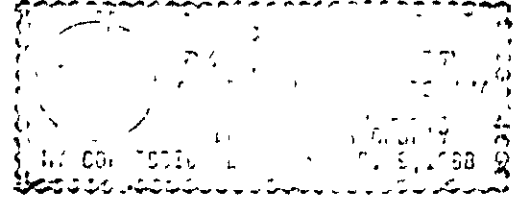
GIVEN under my hand and official seal this 7th day of November, 1985.

Clayton B. Bunker Bennett
Notary Public in and for the State of Washington,
residing at Chico, California

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this day personally appeared before me DENNIS M. GURKA
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 22ND day of NOVEMBER, 19 85.



Clayton B. Bunker Bennett
Notary Public in and for the State of Washington,
residing at CALIFORNIA

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this day personally appeared before me DENNIS M. GURKA
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 _____ 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 _____)

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.

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

8512200032

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