

**PUGET  
POWER**

**EASEMENT**

**8603260048**

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, ELIZABETH A. SCHLEMMER, as her separate property

("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:

**PARCEL A**

That portion of the Southwest quarter of the Northwest quarter of Section 23, Township 36 North, Range 3 East, W.M., lying westerly of that certain road referred to in instruments recorded under Auditor's File Nos. 374043, 407100 and 456152.

**PARCEL B**

That portion of the Northwest quarter of the Southwest quarter of Section 23, Township 36 North, Range 3 East, W.M., lying westerly of that certain road referred to in instruments recorded under Auditor's File Nos. 407101 and 456152, EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated April 4, 1949, and recorded November 14, 1956, under Auditor's File No. 544073; and EXCEPT that portion thereof lying within the following described tract:

(continued on reverse)

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 centerline described as follows:

Being located as constructed or to be constructed on the above described property, more particularly described as follows: Commencing at the Southwest corner of said property; thence easterly along the southerly line thereof approximately 670 feet to the Point of Beginning of this description; thence following the approximate bearings and distances: North 75° West, 60 feet; North 11° West, 160 feet; North 7° West, 300 feet; North 30° East, 147 feet to its terminus.

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 judgement, 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-1226

788.30 2-84

8601570/44/LI  
SW23-3603E-091

**8603260048**

**VOL 640 PAGE 58**

FIRST AMERICAN TITLE CO. M-2912-1

181 AM

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 18 day of March, 1986

GRANTOR

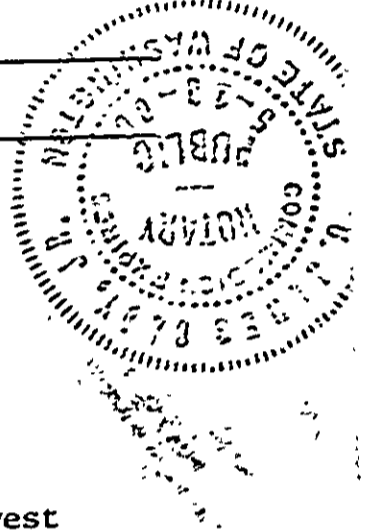
Elizabeth A. Schlemmer  
ELIZABETH A. SCHLEMMER

STATE OF WASHINGTON )  
                                  SS  
COUNTY OF Whatcom)

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

GIVEN under my hand and official seal this 18 day of March, 1986

B. James Clary  
Notary Public in and for the State of Washington,  
residing at Bellingham



JERRY MCINTURE  
SKAGIT COUNTY AUDITOR

MAR 26 P 3:50

REQUEST OF

LEGAL DESCRIPTION (contd)

Beginning at the Southeast corner of said Northwest quarter of the Southwest quarter of said Section 23;  
thence North along the East line of said subdivision to its intersection with the northerly line of that certain right of way conveyed to Skagit County by deed dated April 4, 1949 and recorded November 14, 1956 under Auditor's File No. 544073;  
thence northerly and southerly along the northerly and westerly line of said right of way to its intersection with the South line of said subdivision;  
thence easterly along said South line to the point of beginning.

PARCEL C

That portion of the Southwest quarter of Section 23, Township 36 North, Range 3 East W.M., being more particularly described as follows:

Commencing at the West quarter corner of said Section 23; thence South 0°28'18" East along the West line of said Southwest quarter, a distance of 1310.35 feet to the Northwest corner of the Southwest quarter of the Southwest quarter; thence North 89°31'24" East along the North line of said Southwest quarter of the Southwest quarter, a distance of 81.06 feet to the true Point of Beginning; thence South 62°41'25" East a distance of 136.52 feet to the beginning of a curve to the left; thence along the arc of said curve to the left, having a radius of 348.36 feet, through a central angle of 54°12'57", an arc distance of 329.64 feet to a point of tangency; thence North 63°05'38" East a distance of 151.44 feet to the North line of said Southwest quarter of the Southwest quarter; thence South 89°31'24" West, a distance of 573.84 feet to the true Point of Beginning: EXCEPT that portion, if any, lying within the boundaries of any existing County road rights of way. (Also being known as a portion of Tract 66 of the Unrecorded Survey of Colony Mountain.)