

**PUGET  
POWER**

**EASEMENT**

**8611030059**

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, THE PORT OF SKAGIT COUNTY, a Municipal Corporation,

("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:

See Attached Exhibit "A"

RECORDED  
REQUESTED  
JERRY MCINTURE  
SKAGIT COUNTY AUDITOR  
86 NOV -3 P4:02

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 feet in width having feet of such width on each side  
of a centerline described as follows:

**Easement No. 1:**

A Right-of-Way 30 feet in width, having 15 feet of such width on each side of a centerline described as follows: Beginning at a point on the West line of said property that is approximately 15 feet South of the Northwest corner of Section 4; thence following the approximate bearings and distances of: East, 3426 feet; thence South 720 feet; thence East 125 feet to its terminus.

**Easement No. 2:**

A Right-of-Way 10 feet in width, having 5 feet of such width on each side of a centerline described as follows: Beginning at a point on the West line of said property that is approximately 570 feet South of the Northwest corner thereof; thence following the approximate bearing and distance of South 78° East, 1485 feet to its terminus.

(Easement No. 3: See Attached Exhibit "B")

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:

- Overhead facilities.** Poles and/or towers with crossarms, braces, guys and anchors, electric transmission and distribution lines; communication and signal lines; transformers.
- 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. Grantee shall obtain consent of Grantor prior to initial construction of any overhead facilities.

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.

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M-3131

FIRST AMERICAN TITLE CO.

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 20th day of October, 19 86.

GRANTOR

THE PORT OF SKAGIT COUNTY

By 

Fred R. Miller

Commission President

STATE OF WASHINGTON )  
SS  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and  
acknowledged that \_\_\_\_\_ 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 )

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

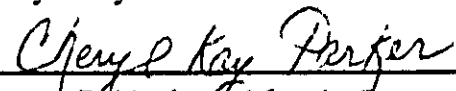
1ST & M

STATE OF WASHINGTON )  
SS  
COUNTY OF SKAGIT )

CORPORATE ACKNOWLEDGMENT

On this 20th day of October, 19 86, before me, the undersigned, personally appeared  
Fred R. Miller and \_\_\_\_\_  
to me known to be the Commission President and \_\_\_\_\_, respectively, of  
THE PORT OF SKAGIT COUNTY 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 an oath stated that \_\_\_\_\_ he is \_\_\_\_\_ 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 Sedro Woolley

# EXHIBIT A

Beginning at the center of Section 34, Township 35 North, Range 3 East, W.M.; thence easterly along the North boundary of the Southeast quarter of said Section 34 to the East boundary of the West half of said Southeast quarter; thence southerly along the Eastern boundaries of the West half of the Southeast quarter of Section 34 and the West half of the East half of Section 3, Township 34 North, Range 3 East, W.M., to the Southeast corner of the Northwest quarter of the Southeast quarter of said Section 3; thence westerly along the South boundaries of the Northwest quarter of the Southeast quarter, and the Northeast quarter of the Southwest quarter to the Southwest corner of said Northeast quarter of the Southwest quarter of Section 3; thence southerly along the East boundary of the Southwest quarter of the Southwest quarter of Section 3 to the South boundary of said Section 3; thence westerly along the South boundaries of Sections 3 and 4, Township 34 North, Range 3 East, W.M., to the East Right-of-Way line of that certain County road located upon the Western boundary of said Section 4; thence northerly along said Eastern Right-of-Way line to its intersection with the North boundary of the South half of the North half of the North half of Section 33, Township 35 North, Range 3 East, W.M., thence easterly along the North boundaries of the South half of the North half of the North half of Sections 33 and 34 to the North-South centerline of said Section 34, thence southerly along said North-South centerline to the Point of Beginning. EXCEPT that portion of Section 4, Township 34 North, Range 3 East W.M., described as follows: Beginning at the Northwest corner of Government Lot 4 of said Section 4; thence South  $88^{\circ}37'12''$  East along the North line of said Government Lot 4 and Government Lot 3, a distance of 2601.20 feet to the Northeast corner of said Government Lot 3; thence South  $88^{\circ}39'12''$  East along the North line of Government Lot 2, a distance of 337.44 feet; thence South  $0^{\circ}37'03''$  West along a line which is parallel to and 290.00 feet West of and measured at right angles to the centerline of the existing North and South Taxiway of the Skagit Regional Airport, a distance of 320.36 feet; thence South  $88^{\circ}39'12''$  East along a line which is parallel to and 320.33 feet South of and measured at right angles to the North line of said Government Lot 2, a distance of 120.01 feet; thence South  $0^{\circ}37'03''$  West along a line which is parallel to and 170.00 feet West of and measured at right angles to said centerline of the existing North and South Taxiway of the Skagit Regional Airport, a distance of 3159.99 feet; thence North  $88^{\circ}37'12''$  West, a distance of 3139.05 feet to a point on the West line of the Southwest quarter of said Section 4; thence North  $1^{\circ}18'41''$  East along the West line of said Southwest quarter, a distance of 746.70 feet to the Northwest corner of the Southwest quarter; thence North  $2^{\circ}06'48''$  East along the West lines of the Southwest quarter of the Northwest quarter and Government Lot 4, a distance of 2733.30 feet to the Point of Beginning; EXCEPT the North 30.00 feet thereof; and EXCEPT the West 20.00 feet thereof as that State Highway formerly designated as State Road No. 1-C, then SSH 537, and now as SSH 237; and containing 243.389 acres.

1ST AM

# EXHIBIT B

## Easement No. 3:

A Right-of-Way 20 feet in width, having 10 feet of such width on each side of a centerline described as follows: Beginning at a point on the East line of said property that is approximately 1320 feet West of the Northeast corner of Section 3; thence following the approximate bearings and distances of West, 1740 feet to a point hereinafter referred to as Point A; thence South  $12^{\circ}$  West, 210 feet; thence returning to said Point A; thence South  $82^{\circ}$  West, 220 feet; thence again returning to said Point A; thence North  $14^{\circ}$  West, 320 feet to a point hereinafter referred to as Point B; thence North  $78^{\circ}$  West, 470 feet; thence North  $46^{\circ}$  West 620 feet; thence North  $28^{\circ}$  West, 150 feet; thence returning to said Point B; thence North  $14^{\circ}$  West 920 feet to a point hereinafter referred to as Point C; thence continuing North  $14^{\circ}$  West, 170 feet; thence returning to said Point C; thence East 60 feet; thence North 50 feet to the terminus of this description.

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