

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, WILLIAM THOMAS WASCISIN and CAROLINE F. WASCISIN, husband and wife

("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:

The South 25 feet of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 35, Township 34 North, Range 4 East, W.M., EXCEPT the West 90 feet thereof.

AND

That portion of the North half of the Northwest quarter of the Southeast quarter of Section 35, Township 34 North, Range 4 East W.M., lying northerly of the Little Mountain-Big Lake County Road as conveyed to Skagit County by deed recorded under Auditor's File No. 391624; EXCEPT the West 60 feet and EXCEPT the North 20 feet of the Northwest quarter of the Northwest quarter of the Southeast quarter AND ALSO EXCEPT the North 20 feet of the West 90 feet of the Northeast quarter of the Northwest quarter of the Southeast quarter. All in Section 35, Township 34 North, Range 4 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: Right-of-Way No. 1:

A Right-of-Way 10 feet in width having 5 feet of such width on each side of a centerline described as follows: Commencing at the Southwest corner of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 35, Township 34 North, Range 4 East, W.M.; thence East along the South line thereof 95 feet to the POINT OF BEGINNING of this description hereinafter referred to as Point "A"; thence northwesterly to the North line of the above described property and the terminus of this description.

Right-of-Way 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 the above described Point "A" thence following the approximate bearings and distances: South 22° East, 174 feet to an existing power pole hereinafter referred to as Point "B", South 44° West, 280 feet to the northwesterly margin of County road and the terminus of this description.

Right-of-Way No. 3: 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 the above described Point "B"; thence northeasterly 25 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:

- 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.

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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FIRST AMERICAN TITLE CO.

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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 13 day of July, 1987.

GRANTOR

William Thomas Wascisin  
WILLIAM THOMAS WASCISIN

Caroline F. Wascisin  
CAROLINE F. WASCISIN

STATE OF WASHINGTON )  
SS  
COUNTY OF )

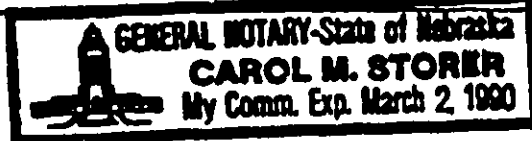
On this day personally appeared before me WILLIAM THOMAS WASCISIN and CAROLINE F. WASCISIN to me known to be the individual<sup>S</sup> described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of July, 1987.

MY APPOINTMENT

EXPIRES \_\_\_\_\_

Carol M. Storker  
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 \_\_\_\_\_

STATE OF WASHINGTON )  
SS  
COUNTY OF )

CORPORATE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ 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 an 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 \_\_\_\_\_

JERRY MCINTURE  
SKAGIT COUNTY AUDITOR

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REQUEST OF

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