

**PUGET
POWER**

6
12/80

EASEMENT

8909180105

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,
WYMAN L. TIBBLES and JOYCE E. TIBBLES, 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 Southeast quarter of the Southeast quarter of Section 7, Township 34 North,
Range 2 East, W.M.

4372
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 18 1989 1ST AM

Amount Paid \$ 76.82
By: Skagit County Treasurer
Deputy

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 50 feet in width having 25 feet of such width on each side of a centerline described as follows:

Beginning at a point on the South line of the above described property that is 25 feet East of the Southwest corner thereof; thence North parallel to the West line of said property a distance of 400 feet; thence northeasterly in a straight line to a point on the East line of said property that is 255 feet South of the Northeast corner thereof as measured along the East line of said property and the terminus of said centerline. The exterior boundaries of said easement being either lengthened or shortened accordingly to intersect with the exterior boundaries of said above described property.

NOTE: This easement may be amended at a later date with a more specific easement description based on a survey furnished by *W.F.*
W.F. Grantee at no cost to Grantor.

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. Right of Way Clearing and Maintenance. Grantee shall have the right to cut and remove or otherwise dispose of any and all brush and trees presently existing upon the Right-of-Way. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of trees, brush and other vegetation upon the Right-of-Way which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's facilities.

4. Danger Trees. Grantee shall have the right to cut and remove or otherwise dispose of any trees located on the Property outside the Right of Way which in falling could, in Grantee's reasonable judgment, be a hazard to Grantee's facilities. Provided, however, that Grantee, prior to exercising such right, shall identify such danger trees and give prior written notification to Grantor and shall make payment to Grantor for the market value of any merchantable timber contained therein which is cut and removed or disposed of by Grantee.

Grantee's failure to comply with the conditions of this paragraph prior to exercising its rights under emergency conditions shall not be deemed a violation of this agreement, but Grantor shall still be entitled to compensation for such trees that are cut and removed or otherwise disposed of by Grantee.

5. 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.

6. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for damages suffered by any person which may be caused by Grantee's exercise of the rights herein granted, provided, that Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person caused by acts or omissions of Grantor.

SP499/ /25055
8800180/LI/54/35180
SE07-3402E-28 **8909180105**

#788.32 4/79 TRANSMISSION

VOL **843** PAGE **168**

25055

FIRST AMERICAN TITLE CO.

7. 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.

8. 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.

DATED this 2nd day of June, 1989
14 August 1989 pc
GRANTOR

Wyman L. Tibbles
WYMAN L. TIBBLES

Joyce E. Tibbles
JOYCE E. TIBBLES

SKAGIT COUNTY, WASHINGTON
NOTARY PUBLIC
JUNE 18 1989

14 18 1989

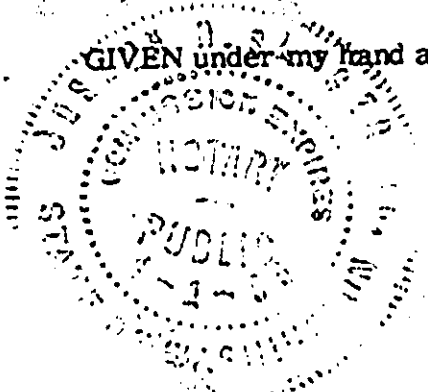
RECEIVED

EST AM

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this day personally appeared before me Wyman L. Tibbles and Joyce E. Tibbles, husband and wife,
to me known to be the individual s 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 2nd day of June, 1989.



Joseph M. Slagter
Notary Public in and for the State of Washington
residing at Bellingham, WA
My Commission expires: 11/1/93

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

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 _____
residing at _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared _____, 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 on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

NOTARY PUBLIC in and for the State of _____
residing at _____

8909180105

VOL 843 PAGE 163