

FIRST AMERICAN TITLE CO.

**PUGET
POWER**

PO Box 1078

Bellingham, WA. 98227

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

MARIAN E. PEARSON, as her separate property

~~OVERLAPPING~~
EASEMENT

8809030041

RECORD TO CHANGE
LEGAL DESCRIPTION

9004250026

("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:

That portion of the Southeast quarter of the Southeast quarter of Section 20, Township 34 North, Range 4 East, W.M., described as follows: Beginning at the intersection of the North line of the County Road along the South line of said Southeast quarter of the Southeast quarter and the East line of said subdivision; thence West along the County Road 66 feet; thence North 660 feet; thence East 66 feet; thence South 660 feet to the POINT OF BEGINNING. EXCEPT the East 30 feet of said premises conveyed to the City of Mount Vernon by Deed recorded under Auditor's File No. 869709.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR 25 1990

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the "Right-of-Way" herein) described as follows:

A Right-of-Way 30 feet in width having 30 feet of each side of a centerline described as follows:

Being located as constructed or to be constructed on the East 20 feet of the above described property.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 9 1988

Amount Paid \$
Ruth Wyllie, Co. Treas.
Deputy

JERRY MCINTURE
SKAGIT COUNTY

'88 SEP -9 P 3:40

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.

9004250026

VOL 893 PAGE 28

VOL 776 PAGE 193

BT-1592

8807430/LI/54/37400

8809030041

4788.32 4/79 TRANSMISSION

SE20-3404-030

ACCOMMODATION RECORDING ONLY

M-4006-2

27-3604-2

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 _____ day of _____, 19 ____.

JERRY H. HUGHES
SKAGIT COUNTY, WASH.

'90 APR 25, AM 11:49

RECEIVED
REQUEST OF

GRANTOR

Marian E. Pearson
MARIAN E. PEARSON

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

1988

On this day personally appeared before me MARIAN E. PEARSON

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 30th day of August, 19 88

MY APPOINTMENT
EXPIRES 9-1-90

[Signature]
Notary Public in and for the State of Washington
residing at MT. Vernon, WA 98273

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 _____ 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 on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

CORPORATE ACKNOWLEDGMENT

~~8869030041~~

9004250026

VOL 893 PAGE 29

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

~~VOL 776 PAGE 194~~