

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

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

HARVEY W. HERRIGSTAD and ROSE A. HERRIGSTAD, husband and wife

9404250170

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) Skagit County, Washington.

Lots 11 through 20, Block 208, "MAP OF THE CITY OF ANACORTES," according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, Records of Skagit County, Washington. Being a portion of the Northwest quarter of Section 24, Township 35 North, Range 1 East, W.M.

SKAGIT COUNTY WASHINGTON
DEPT. OF RECORDS & COMM. SER.

APR 25 1994

Amount Paid
Skagit County Treasurer
\$ 0.00

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 center line described as follows:--

A strip of land 10 feet in width across all lots, tracts and spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional 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. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

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 which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

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.

7. **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.

LI-3182/9403086 NW24-3501-94

No monetary consideration was paid.
Puget Sound Power & Light Company

9404250170

#788 37 1-79

by Teresa Villa BK 1323 PG 195
P.O. Box 1078 Bellingham WA 98227

AFTER RECORDING RETURN TO

DATED this 16 day of April 19 94

RECEIVED
NOTARY PUBLIC
94 APR 25 P 3:45
HAGI

GRANTOR
HARVEY W. HERRIGSTAD Harvey W. Herrigstad
ROSE A. HERRIGSTAD Rose A. Herrigstad

STATE OF WASHINGTON)
COUNTY OF Island) SS

On this day personally appeared before me HARVEY W. HERRIGSTAD AND ROSE A. HERRIGSTAD 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 16 day of April 19 94
STEVE J. METCALFE
Notary Public in and for the State of Washington,
residing at Oak Harbor
My Commission Expires 2-9-97

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 Washington,
residing at _____
My Commission Expires _____

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 Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON)
COUNTY OF) SS

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____ 19 _____, before me, the undersigned, personally appeared _____ 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.

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 _____
My Commission Expires _____

9404250170

BK 1323 PG 0196