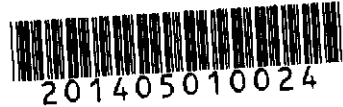


Return Address:



Skagit County Auditor
5/1/2014 Page

1 of

\$74.00
3 10:15AM

Document Title:

Easement

Reference Number (if applicable): _____

Grantor(s):

additional grantor names on page ____

1) Oscar + Jayce Hagerlund

2) _____

Grantee(s):

additional grantor names on page ____

1) Puget Sound Power

2) ~~AT~~

Abbreviated Legal Description:

full legal on page(s) ____

20-35-04

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ____

P 36962

EASEMENT

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

OSCAR LAGERLUND, Executor of the Estate of Hannah Lagerlund and Ed Lagerlund, deceased.

OSCAR LAGERLUND and JOYCE E. LAGERLUND, 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 North 990 feet of the Northwest quarter of Section 20, Township 35 North, Range 4 East W.M.; EXCEPT the West 60 feet thereof as conveyed to Skagit County by Deed dated July 19, 1905 and recorded August 5, 1905, as Auditor's File No. 53022, in Volume 60 of Deeds, page 215, records of Skagit County, Washington; ALSO EXCEPT the County road right of way commonly known as the Dahlstedt Road along the North line thereof.

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: (Guys and Anchors)

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 North line of the above described property (said North line bears South 0° 23' East) that is 26 feet West of the Northeast corner thereof; thence South 3° 18' East 42 feet to its terminus.

Right of Way No. 2:

The North 24 feet of the above described property.

This easement is for one line of poles only.



Skagit County Auditor \$74.00
5/1/2014 Page 2 of 3 10:15AM

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.

SP-334, Parcel 121, 21015
5030697/54/LI/35100
NW20-3504E-78

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 26th day of January, 19 88.

GRANTOR

Oscar Lagerlund
OSCAR LAGERLUND EXECUTOR of the estate of
Hannah Lagerlund and Ed Lagerlund

Oscar Lagerlund
Oscar Lagerlund

Joyce E Lagerlund
Joyce E. Lagerlund

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day personally appeared before me OSCAR LAGERLUND

to me known to be the individual OSCAR LAGERLUND described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of January, 19 88.

MY APPOINTMENT
EXPIRES 06/03/91

R. Ross Anderson
Notary Public in and for the State of Washington
residing at Burlington

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day personally appeared before me OSCAR LAGERLUND and JOYCE E LAGERLUND

to me known to be the individuals OSCAR LAGERLUND and JOYCE E LAGERLUND 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 26th day of January, 19 88.

MY APPOINTMENT
EXPIRES 06/03/91

R. Ross Anderson
Notary Public in and for the State of Washington
residing at Burlington

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.



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

CORPORATE ACKNOWLEDGMENT