EASEMENT FOR UNDERGROUND AND OVERHEAD

THIS INDENTURE made this 1973 day of February 1973 between

Chevron U.S.A., Inc.

and

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,

hereinafter referred to as Grantee; and

hereinafter referred to as Mortgagor, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows:

That portion of the Southeast quarter of the Southwest quarter of Section 35, Township 27 North, Range 4 East, W.M., described as follows: Beginning at the South quarter corner of said Section 35; thence North 0° 21' 27" East 482.03 feet to the True Point of Beginning; thence North 89° 00' 01" West parallel with the South line of Section 35 for 464.67 feet; thence North 0° 21' 27" East for 34.7 feet; thence South 89° 00' East for 646.67 feet to the East line of the Southwest quarter of said Section 35; thence South 0° 21' 27" West along said East line for 34.7 feet to the True Point of Beginning; EXCEPT the East 50 feet for road known as 116th Avenue West.

AND WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, and its property, the use, enjoyment, and possession of said lands and premises, together with all appurtenances thereto, for the purpose of constructing, reconstructing, repairing, removing, altering, changing, patrolling and operating said line, and the right, at any time, to remove said underground wires and appurtenances from said lands, together with all appurtenances thereto.

The Grantor and the heirs, successors, and assigns of Grantor hereby covenant and agree not to obstruct or prevent the use, enjoyment, and possession of said lands, together with all appurtenances thereto.

The Grantor and the heirs, successors, and assigns of Grantor covenant and agree not to do and disturb or displace any explosives, or assignment, of design so to do.

The rights, title, and authority hereby granted shall continue to be in force and effect so long as the Grantor, its successors, or assigns shall permanently remove said underground wires and appurtenances from said lands or shall otherwise substantially abandon said line, at which time said rights, title, and authority hereby granted shall terminate.

The Grantor also covenants and agrees to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey the same; that same are free and clear of all encumbrances, except as above indicated; and demands of all persons whatsoever.

Any mortgage on said land held by the Mortgagor is hereby subordinate to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpared.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Chevron U.S.A., Inc.

by: [Signature]

ATTORNEY IN FACT

11/14/1985

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STATE OF WASHINGTON
COUNTY OF KING

On this 14th day of February, 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared P.J. NEELY, to me known to be the individual described in, and who executed the within instrument as Attorney in Fact, Northwest Division of CHEVRON U.S.A. INC., a corporation, and acknowledged to me that he signed the same as his free and voluntary act and deed as Attorney in Fact for said CHEVRON U.S.A. INC. in the capacity and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written:

[Signature]

Notary Public in and for the State of Washington, residing at: [Place]