

City of Burlington
PO Box 288
Burlington

900
8408220016

JERRY McINTIRE
84 AUG 22 1984
REQUES. OF

ASSIGNMENT OF EASEMENT

This Assignment is made and entered into by and between PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Assignor"), and THE CITY OF BURLINGTON, a municipal corporation ("Assignee"), with reference to the following facts:

RECITALS

A. Assignor is grantee under a certain easement described in Exhibit A (the "Twenty-Foot Easement") and certain easements described in Exhibit B (the "Fifty-Foot Easements") (collectively referred to as "the Easements"). The Easements contain certain rights with respect to construction, operation, maintenance, inspection, repair, replacement, alteration and removal of a sanitary sewer pipeline across and under certain Rights-of-Way described in the Easements (the "Rights-of-Way");

B. Assignee desires to construct, operate, maintain, inspect, repair, replace, alter and remove a sanitary sewer pipeline across and under a portion of the Rights-of-Way; and

C. Assignor desires to assign to Assignee an exclusive right to construct, operate, maintain, inspect, repair, replace, alter or remove a sanitary sewer pipeline across and under a portion of the Rights-of-Way.

ASSIGNMENT

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Subject to all terms, conditions and covenants of this Assignment, Assignor hereby assigns to Assignee all rights,

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benefits, privileges and interests Assignor may have under the Easements to construct, operate, maintain, inspect, repair, replace, alter and remove a sanitary sewer pipeline with appurtenances across and under the Right-of-Way described in the Twenty-Foot Easement and the north ten (10) feet of the Rights-of-Way described in the Fifty-Foot Easements, said ten (10) feet being measured parallel with and at right angles to the northerly line of said Rights-of-Way.

2. Assignee hereby acknowledges that Assignor may have certain duties which are to be discharged upon those portions of the Rights-of-Way described in paragraph 1 above. To the extent necessary to fully and completely discharge such duties, Assignor expressly reserves all rights, benefits, privileges and interests assigned under paragraph 1 above as an undivided interest in common with Assignee.

3. Assignee shall not assign any of its rights and interests under this Assignment without the prior written consent of Assignor, which consent shall not be unreasonably withheld.

4. Subject to the preceding paragraph, the rights and obligations of Assignor and Assignee shall inure to the benefit of and be binding upon their respective successors and assigns.

5. Assignee hereby warrants and represents that it is familiar with the contents of the Easements and shall faithfully and fully abide by all terms, covenants and conditions imposed thereby.

6. Assignor agrees to defend, hold harmless and indemnify Assignee from and against all claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from Assignor's breach of any term,

condition or covenant of this Assignment or resulting from Assignor's negligence, negligent exercise, or negligent failure to exercise any right, benefit, privilege, duty or obligation granted or imposed by this Assignment; provided, however, that Assignor shall not have any obligation to indemnify Assignee from and against any claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from the sole negligence of the Assignee or Assignee's agents or employees.

Assignee agrees to defend, hold harmless and indemnify Assignor from and against all claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from Assignee's breach of any term, condition or covenant of this Assignment or resulting from Assignee's negligence, negligent exercise, or negligent failure to exercise any right, benefit, privilege, duty or obligation granted or imposed by this Assignment; provided, however, that Assignee shall not have any obligation to indemnify Assignor from and against any claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from the sole negligence of the Assignor or Assignor's agents or employees.

7. Assignee takes this Assignment without recourse against Assignor. Assignor makes this Assignment without

warranty as to the nature or extent of its rights, title, or interest in and under the Easements.

DATED this 6TH day of AUGUST, 1984.

Assignor:

PUGET SOUND POWER & LIGHT COMPANY,
a Washington corporation

By Wm. K. Arthur
Wm. K. Arthur
Director Real Estate

Assignee:

THE CITY OF BURLINGTON, a
Municipal corporation

By Raymond C. Henry
Its Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 6TH day of AUGUST, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WM. K. ARTHUR, to me known to be the person who signed as Director Real Estate of Puget Sound Power & Light Company, a Washington corporation that executed the within and foregoing instrument, and acknowledged 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 he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Wayne F. Thomas
NOTARY PUBLIC in and for the State
of Washington, residing at Burlington

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 24th day of July, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Raymond Henry
~~Henry~~, to me known to be the person who signed as Mayor
of THE CITY OF BURLINGTON, a municipal corpora-
tion that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary act
and deed of said municipal corporation for the uses and pur-
poses therein mentioned, and on oath stated that he was duly
elected, qualified and acting as said officer of the municipal
corporation, that he was authorized to execute said instrument
and that the seal affixed, if any, is the corporate seal of
said municipal corporation.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.

[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at [Address]

EXHIBIT A

(the Twenty-Foot Easement)

That Easement dated November 30, 1982 executed by Henry Van Pelt and Ruth Van Pelt, husband and wife ("Grantor" therein), recorded on December 20, 1982, under Auditor's No. 8212200035, Records of Skagit County, Washington.

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EXHIBIT-B
(the fifty-Foot Easements)

PARCEL #1

That Easement dated July 21, 1982, executed by MABEL L. MCFARLAND, as her separate property, ("Grantor" therein), recorded on August 11, 1982, under Auditor's No. 8208110050, Records of Skagit County, Washington.

PARCEL #2

That Easement dated September 23, 1982, executed by THE OESER COMPANY, formerly OESER CEDAR COMPANY, a corporation, ("Grantor" therein), recorded on November 2, 1982, under Auditor's No. 8211020007, Records of Skagit County, Washington.

PARCEL #3

That Easement dated November 2, 1982, executed by THE OESER COMPANY, formerly OESER CEDAR COMPANY, a corporation, ("Grantor" therein), recorded on September 14, 1983, under Auditor's No. 8309140044, Records of Skagit County, Washington; and

That Easement dated October 4, 1982, executed by H.B.P., a general partnership and SKAGIT ASSOCIATES, a Washington limited partnership ("Grantor" therein), recorded on September 14, 1983, under Auditor's No. 8309140045, Records of Skagit County, Washington; and

That Easement dated July 25, 1983, executed by ROBERT S. TRAFF and ASTRID M. TRAFF, husband & wife; FRANK BUTY and BETTIE BUTY, husband & wife; and ROY W. H. JOHNSON and MARY M. JOHNSON husband & wife, ("Grantor" therein), recorded on September 14, 1983, under Auditor's No. 8309140046, Records of Skagit County, Washington.

PARCEL #4

That Easement created by STIPULATED JUDGMENT AND DECREE OF APPROPRIATION Cause No. 82-2-00502-1, ordered, adjudged and decreed on November 28, 1983, Superior Court of Washington for Skagit County.

Petitioner: PUGET SOUND POWER & LIGHT CO.
Respondent: H.B.P., A General Partnership, et al.

PARCEL #5

That Easement created by STIPULATED JUDGMENT AND DECREE OF APPROPRIATION, Cause No. 82-2-00385-1, ordered, adjudged and decreed on March 29, 1983, Superior Court of Washington for Skagit County.

Petitioner: PUGET SOUND POWER & LIGHT CO.
Respondent: WARREN R. GOOD & VIOLA M. GOOD

PARCEL #6

That Easement dated December 23, 1982, executed by PORT OF SKAGIT COUNTY, a municipal corporation, and JOHN H. PETER, as lessee of an unrecorded lease dated April 22, 1980 ("Grantor" therein), recorded on January 21, 1983, under Auditor's No. 8301210051, Records of Skagit County, Washington.

PARCEL #7

That Easement dated August 5, 1982, executed by DONALD L. HERBAUGH and KATHLEEN J. HERBAUGH, husband and wife and SATORU SAKUMA and GRACE K. SAKUMA, husband and wife, ("Grantor" therein), recorded on October 14, 1982, under Auditor's No. 8210140043, Records of Skagit County, Washington

PARCEL #12

That Easement dated May 3, 1982, executed by DRAINAGE DISTRICT NO. 19, of SKAGIT COUNTY, WASHINGTON, a municipal corporation, ("Grantee" therein), recorded on June 8, 1982, under Auditor's No. 8206080060, Records of Skagit County, Washington.

Initials
[Handwritten initials]