



200308070122
Skagit County Auditor

8/7/2003 Page 1 of 5 2:39PM

COVER SHEET FOR RECORDING DOCUMENTS

**Return to: Chrissy Sprouse
City of Mount Vernon**

DOCUMENT TITLE: Easement

GRANTORS: City of Mount Vernon

GRANTEES: Puget Sound Energy

ABBREVIATED LEGAL DESCRIPTION:

COMPLETE LEGAL DESCRIPTION ON Exhibit A

ASSESSOR'S PARCEL/TAX ID NUMBER: P26540; P26533

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1700 East College Way
Mount Vernon, WA 98273

EASEMENT

GRANTOR: CITY OF MOUNT VERNON
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE 1/4 19-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P26540; P26533

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF MOUNT VERNON, a municipal corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC., a Washington Corporation** ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – generally described as follows:

Easement Area 1: Beginning at the intersection of Ball Street and the existing access road (said access road extends to the existing public boat launch); thence southeasterly and southerly along, over and adjacent to said access road to the north line of the boat launch area and the end of said access road.

Easement Area 2: Beginning at a point on the east side of the above described access road said point being located 240 feet, more or less, north of the boat launch area; thence across the access road; thence along the westerly line of said access road for 240 feet more or less; thence westerly 270 feet, more or less, to the terminus of this line.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. **Overhead facilities.** Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any of the foregoing; and

b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi buried or ground mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

OH/UG Gas & Electric Easement 11/1998
105023827/43166
SE 19-34-4



200308070122
Skagit County Auditor

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities or lines as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 29 day of July, 2003.


SKYE K. RICHENDRFER, Mayor

Attest: 
MARK S. KNOWLES, Finance Director

Approved as to form:

Scott G. Thomas, City Attorney



200308070122
Skagit County Auditor
8/7/2003 Page 3 of 5 2:39PM

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 29 day of July, 2003, before me personally appeared Skye K. Richendrfer, and acknowledged said instrument to be the free and voluntary act and deed of said persons for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



Christina L. Sprouse

NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon
My Commission Expires: May 1, 2004



200308070122
Skagit County Auditor

EXHIBIT A

Parcel A:

That portion of Government Lot 12, Section 19, Township 34 North, Range 4 East, W.M. lying outside the dike right of way EXCEPT the following described tracts:

Tract 1:

Beginning 54 feet South of the Southwest corner of Lot 1, Block 1, West Mount Vernon; thence South 49.8 feet; thence East to the Skagit River; thence North to a point due East of point of beginning; thence West to point of beginning.

Tract 2:

Commencing 49.8 feet South of center line of Section 19 on the East line of Ball Street; thence East to Skagit River; thence down said river 20 feet; thence southwesterly to a point 198 feet due south of point of beginning; thence North to point of beginning;

Tract 3:

That portion of Government Lot 12, Section 19, Township 34 North, Range 4 East, W.M. described as follows:
That part of the following described tract that lies South of the right of way of Diking District No. 1, commencing at a point 770 feet South and 233 feet East of the center of said Section 19, (variation 20°50' East); thence East 43.8 feet; thence North 60 feet; thence East 70 feet; thence South 35 feet; thence South 17°29' West 355 feet; thence South 17°03' East 222 feet; thence Southwesterly along the bank of the Skagit River to the North and South centerline of said Section 19; thence North on said centerline to the South line of the dike right of way; thence Northeasterly along the said south line of said dike right of way to an intersection with a line drawn East from a point 810 feet South of the center of said Section 19; thence East on said line to a point South of the point of beginning; thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.



200308070122
Skagit County Auditor