



200309290243  
Skagit County Auditor

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**RETURN ADDRESS:**

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

FIRST AMERICAN TITLE CO:  
ACCOMMODATION RECORDING ONLY

M8189-2

**EASEMENT**

- 1. 340420-3-174-0200
- 2. 340420-3-174-0300
- 3. 340420-0-040-0004
- 4. 340420-3-050-0001
- 5. 340420-3-051-0000
- 6. 3700-022-000-0001
- 7. 3700-022-900-0002

GRANTOR: CITY OF MOUNT VERNON  
 GRANTEE: PUGET SOUND ENERGY, INC.  
 SHORT LEGAL: Portion SW 1/4 20-34-4  
 ASSESSOR'S PROPERTY TAX PARCEL: P109055; P109056; P26731; P26740; P26741; P52120; P52124

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. (When streets, roads and public rights of way are dedicated to the public, this easement shall be null and void as to any portion of the easement lying within any dedicated area and shall be subject to franchise rights as granted by the City of Mount Vernon as to those portions of the easement lying within any dedicated area.)**

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.

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.

OH/UG Gas & Electric Easement 11/1998  
42034/101015023  
SW 20-34-4

*No monetary consideration was paid*

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.

*with grantor's prior express permission*


**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.

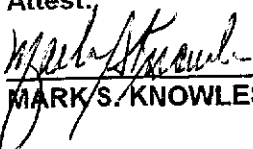
**5. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable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

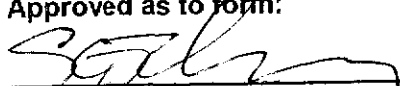
**6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert 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 19<sup>th</sup> day of September, 2003.

  
SKYE K. RICHENDRFER, Mayor

Attest:  
  
MARK S. KNOWLES, Finance Director

Approved as to form:  
  
SCOTT G. THOMAS, City Attorney

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

SEP 29 2003

Amount Paid \$ 0  
Skagit County Treasurer  
By: DC Deputy

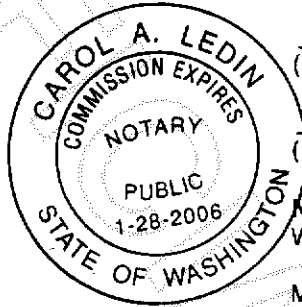


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STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 19<sup>th</sup> day of September, 2003, before me personally appeared, Skye K. Richendrfer, to me known to be the person who signed as Mayor of the City of Mount Vernon and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Mayor of said City of Mount Vernon.

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



Carol A. Ledin  
(Signature of Notary)

Carol A. Ledin  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley

My Appointment Expires: 1-28-2006

Notary seal, text and all notations must be inside 1" margins



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**EXHIBIT "A"**

That portion of the Southwest Quarter of Section 20, Township 34 North, Range 4 East, W.M. lying westerly of the west line of the State Highway known as Interstate 5, lying southerly of the south line of Montgomery Street as shown on the plat of "GATES SECOND ADDITION TO THE TOWN OF MOUNT VERNON, WASHINGTON" as per the plat recorded in Volume 2 of Plats, page 98, records of Skagit County and said south line extended, lying north of the north line of Kincaid Street as shown on said plat (also know as State Route 536) and lying east of the east line of the Burlington Northern Railroad Company (formerly Northern Railway Company) right of way;

EXCEPT any portion thereof lying within Lots 4, 5, 6, 7, and 8, Block 15, of said "GATES SECOND ADDITION TO THE TOWN OF MOUNT VERNON, WASHINGTON."

Situate in the County of Skagit, State of Washington.



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