



200709060143

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

EASEMENT

GRANTOR: CITY OF MOUNT VERNON
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NW $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ NW $\frac{1}{4}$ 30-34-4
ASSESSOR'S PROPERTY TAX PARCEL: 340430-0-015-0201/P28793; 340430-0-017-0001/P28795;
340430-0-303-0004-0004/P29165; 340430-0-303-0103/P29166;
340430-1-017-0003/P29233

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" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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:

The Westerly 10 feet of that portion of the above described Property lying Easterly of Britt Slough Road.

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. ~~Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.~~

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities 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. 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.

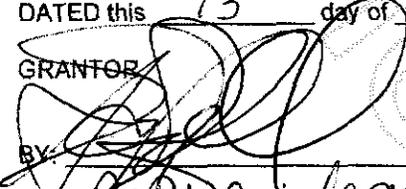
4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable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

5. 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.

6. 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 13 day of JUNE, 2007.

GRANTOR

BY: 

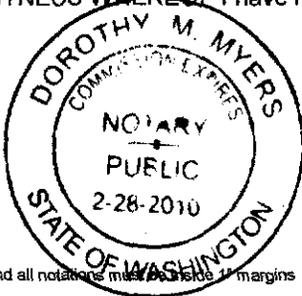
Title: PUBLIC WORKS DIRECTOR

STATE OF WASHINGTON)

COUNTY OF)

On this 13th day of JUNE, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ESCO BELL, to me known to be the person(s) who signed as Public Works Director of **CITY OF MOUNT VERNON**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of **CITY OF MOUNT VERNON** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf 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.



Notary seal, text and all notations must be placed in margins

Dorothy M. Myers
(Signature of Notary)

Dorothy M. Myers
(Print or stamp name of Notary)

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

My Appointment Expires: 2010 Feb 28



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EXHIBIT "A"

PARCEL "A":

That portion of the Northeast Quarter of the Northwest Quarter of Section 30, Township 34 North, Range 4 East W.M., lying Southeasterly of the new County road as conveyed to Skagit County by Deed recorded under Auditor's File No. 605291, and lying Northerly of the Old Britt's Slough Road;

EXCEPT that portion thereof lying Northerly of the following described line:

Beginning at a point 309.56 feet North of the Southeast corner of said Northeast Quarter of the Northwest Quarter, which point is the Southeast corner of that certain tract of land conveyed to the City of Mount Vernon by Deed dated August 27, 1947 and recorded September 17, 1947 under Auditor's File No. 408866; thence West along the South line of said tract of land conveyed to the City of Mount Vernon, a distance of 541.95 feet to the Southwest corner of said City tract and terminus of said line;

ALSO EXCEPT the East 120 feet (as measured at right angles to the East line of said Northeast Quarter of the Northwest Quarter) of the following described tract:

Beginning at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 30, Township 34 North, Range 4 East W.M., and running thence North along the East line thereof, a distance of 313.5 feet (19 rods); thence in a Southwesterly direction to a point on the South line of said Northeast Quarter of the Northwest Quarter, that is 693 feet (42 rods) West of the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence East along the South line of said subdivision to the point of beginning;

ALSO EXCEPT ditch and dike rights of way, if any.

PARCEL "B":

That portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 34 North, Range 4 East W.M., lying Westerly of the Dike Road (Old Britt's Slough Road) and South of the Westerly extension of the South line of Lot 10, Block 24, "PLAT OF THE SOUTHERN ADDITION TO MT. VERNON", as per plat recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington.

PARCEL "C":

That portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 34 North, Range 4 East W.M., lying between the Westerly line of the dike road (Old Britt's Slough Road, also shown as First Street in the plat of Southern Addition to Mount Vernon), and the Easterly line of the property of the City of Mount Vernon as conveyed under Auditor's File No. 408866, as marked by a line fence in the filled portion of Britt's Slough as referred to and located on the ground on March 2, 1961, date of deed to Jean C. Aikman, a widow, and between the Westerly projection of the North line of Lot 3 and the South line of Lot 10, both projected West of Block 24 of the "PLAT OF THE SOUTHERN ADDITION TO MT. VERNON", as per plat recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington;

EXCEPT that portion thereof lying within the boundaries of the new Britt's Slough Road;

AND ALSO EXCEPT ditch and dike rights of way, if any.



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PARCEL "D":

The East 120 feet of that portion of the following described property lying North of the County Road:

Beginning at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 30, Township 34 North, Range 4 East W.M., and running North along the east line thereof a distance of 313.5 feet; thence in a Southwesterly direction to a point on the South line of said Northeast Quarter of the Northwest Quarter, that is 693 feet West from the point of beginning; thence East to the point of beginning, EXCEPT county road.

PARCEL "E":

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 30, Township 34 North, Range 4 East W.M., more particularly described as follows:

Beginning at a point 309.56 feet North of the Southeast corner of a tract of land conveyed to the City of Mount Vernon by deed recorded September 17, 1947, under Auditor's File No. 408866; thence North along the East line of said City tract, a distance of 180 feet, more or less, to a point on the Southerly right of way line of Britt Slough Road No. CXVII Revision; thence Southwesterly along the Southeasterly right of way line of said road to a point on the South line of said City tract; thence East along said South line, a distance of 120 feet, more or less, the point of beginning.

Situate in the County of Skagit, State of Washington.

Zorner
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 06 2007

Amount Paid \$ *0*
Skagit Co. Treasurer
By *Ka* Deputy



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