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RETURN ADDRESS: Puget Sound Energy, Inc. Attn: ROW Department 1660 Park Lane Burlington, WA 98233

EASEMENT

GRANTOR:

CITY OF MOUNT VERNON

GUARDIAN NORTHWEST TITLE CO.

GRANTEE:

PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: Portion SE% SE% 29-34-4 ASSESSOR'S PROPERTY TAX PARCEL: P28758/340429-4-014-0009

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:

TRACT "A" OF SKAGIT COUNTY SHORT PLAT NO. 39-83, APPROVED NOVEMBER 14, 1983 AND RECORDED NOVEMBER 14, 1983 UNDER AUDITOR'S FILE NUMBER 8311140026 IN VOLUME 6 OF SHORT PLATS, PAGES 97 AND 98, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 PORTION OF THE ABOVE DESCRIBED PROPERTY THAT IS TWENTY (20) FEET BY SEVEN (7) FEET THE LOCATION OF WHICH IS GENERALLY SET OUT IN EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

 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:

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 groundmounted 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 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 basis in the basis and by any prudent and reasonable means, the establishment and growth of basis in the basis and by any prudent and reasonable means, the establishment and growth of basis in the basis and by any prudent and reasonable means, the establishment and growth of basis in the basis and by any prudent and reasonable means, the establishment and growth of basis in the ba vegetation in the Easement Area. **REAL ESTATE EXCISE TAX**

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SE 29-34-4

No monetary consider Lion paid

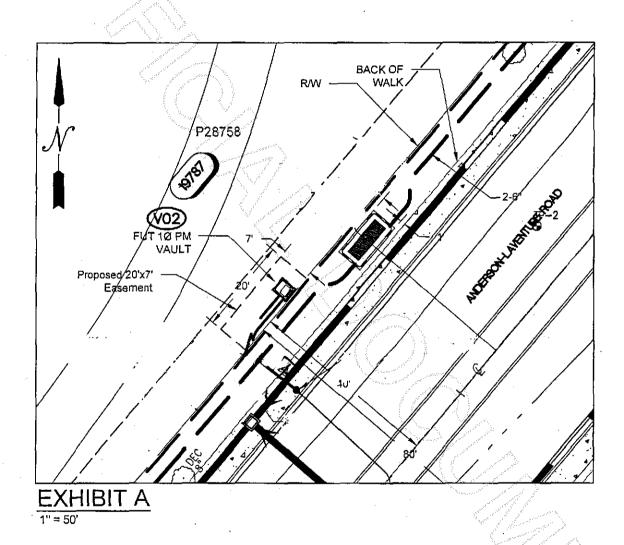
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- 3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other 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.

respective successors and assigns.	er e	
DATED this 17 day of	July	, 2012.
GRANTOR: CITY OF MOUNT VERNON	Attest:	
Name: JILL BONDRAN	— Approve	Alicia D Huschka, Finance Director
Title: Mayor		2
STATE OF WASHINGTON) (COUNTY OF Skagit)		Kevin Rogerson, City Attorney
appeared before me, and said person ack	nowledged that he/she/they ecute the instrument	Boudreau is the person who signed this instrument, on oath stated that and acknowledge it as the MOUNT VERNON and to be the free and
voluntary act of such party for the uses and	purposes mentioned in the i	n s trument.
Notary Public State of Washington Dorothy M Myers Commission Expires 2-28-2014	(Signature of Notary) Dorothy (Print or stamp name of No NOTARY PUBLIC in an residing at MOLINT WARPOINTMENT WARPOINTMEN	tary) d for the State of Washington, Skaart County

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





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