



201305070072

Skagit County Auditor

\$75.00

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Return to:  
City of Mount Vernon  
PO Box 809  
Mount Vernon, WA 98273

### Permanent Fiber-Optic Utility Easement

**IN THE MATTER OF: FIBER-OPTIC UTILITY ACROSS THE PACIFIC  
NORTHWEST PROPERTIES I LLC PROPERTY  
MOUNT VERNON, WASHINGTON  
Parcels 80368, 82659, 82662, 80375, 80376, P80379  
PTN NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> S17, T34N, R04E**

#### EASEMENT

THE GRANTOR, Pacific Northwest Properties I, LLC, for valuable considerations, receipt of which is hereby acknowledged, convey and warrant a perpetual fiber-optic utility easement to the GRANTEE, THE CITY OF MOUNT VERNON, WASHINGTON, over, under, along, across, and through the property described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by reference as if fully set forth herein.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record. Situate in the County of Skagit, State of Washington.

#### SCOPE OF EASEMENT

For consideration of the conveyance of the Easement described in Exhibit "A" and depicted in Exhibit "B", Easement GRANTEE and GRANTOR covenants as follows:

With right, privilege and authority, to said GRANTEE to construct, or cause to be constructed, maintain, replace, reconstruct, and remove fiber-optic facilities, with all appurtenances incident thereto or necessary therewith, in and across the said premises, and the right of ingress and egress over under, along, across and through the above described premises at any and all times for the purposes of doing anything necessary or useful or convenient for the enjoyment of the easement hereby granted; and the right of conveyance of said easement and privileges. GRANTEE shall underground its fiber-optic facilities.

The GRANTEE shall be responsible for all costs associated with the construction, maintenance, and removal of the fiber-optic facilities. Actions of the GRANTEE to construct, maintain, and

remove fiber-optic facilities within the easement shall not impact any existing land or improvements owned by the GRANTOR. GRANTEE shall restore any impacted improvements or land to their pre-existing condition at its sole cost and expense. GRANTEE shall not impede the operations of GRANTOR or GRANTOR's successors and assigns over GRANTOR's property. GRANTEE shall identify existing easements located in the described property, and shall bear the responsibility for any conflicts. GRANTOR shall not unreasonably impede GRANTEE's ability to exercise its easement rights under this agreement including the right to maintain, construct, replace, and remove its undergrounded fiber optic utilities.

THERE IS RESERVED TO THE GRANTORS, their heirs and assigns, the right and privilege to use the above described land of the Grantor, at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privilege therein granted. The GRANTEE is responsible for operating and maintaining the above-described works of improvement.

The GRANTORS SHALL refrain from construction or placing any buildings or improvements or fencing upon the easement area described in Exhibit "A" and depicted in Exhibit "B". GRANTEE shall under no circumstances be held responsible for the restoration of any buildings or improvements upon the above-described premises, if said improvements are in any way disturbed during the exercise of the above-described easement privileges.

Dated this 23rd day of APRIL 2013.

easement  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 07 2013

PACIFIC NORTHWEST PROPERTIES I, LLC  
Name of Grantor

Amount Paid \$  
Skagit Co. Treasurer  
By MF Deputy

By Gerald W. Christensen  
EXECUTIVE MANAGER

APPROVED AS TO FORM

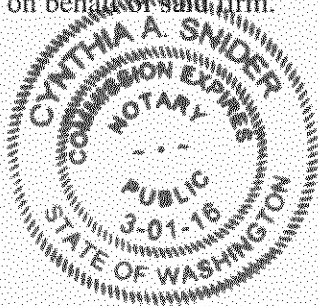
JW  
City of Mount Vernon Representative (On behalf of Grantee)

[Signature]  
MOUNT VERNON CITY ATTORNEY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 23rd day of APRIL 2013, before me personally appeared GERALD W. CHRISTENSEN personally known to be the person described in and who executed the above instrument and who acknowledged that HE had the authority to submit this proposal on behalf of said firm.

Cynthia A. Snider  
CYNTHIA A. SNIDER  
NOTARY PUBLIC, in and for the State of Washington,  
Residing at: MOUNT VERNON, WA  
My Commission Expires: 3.1.14



**EXHIBIT "A"**  
**(Legal Description)**

The following portions of the NW ¼ of the SE ¼, Section 17, Township 34 North, Range 4 East W.M.:

The West 7.5 feet of Lot 9, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH

The west 7.5 feet of the North ½ of Jay Way lying between the Southerly extension of the West line of Lot 9 and the Southerly extension of the East line of Lot 9, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH

The West 15.5 feet of the South 1/2 of Jay Way lying between the Northerly extension of the West line of Lot 16 and the Northerly extension of the East line of Lot 16, , "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH

The West 15.5 feet of the North 7.5 feet of Lot 16, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH

The South ½ of Jay Way lying between the Northerly extension of the East line of Lot 17 and the Northerly extension of the West line of Lot 17, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH

The North 7.5 feet and the West 7.5 feet of Lot 17, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH

The West 7.5 feet of Lot 20, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



Skagit County Auditor

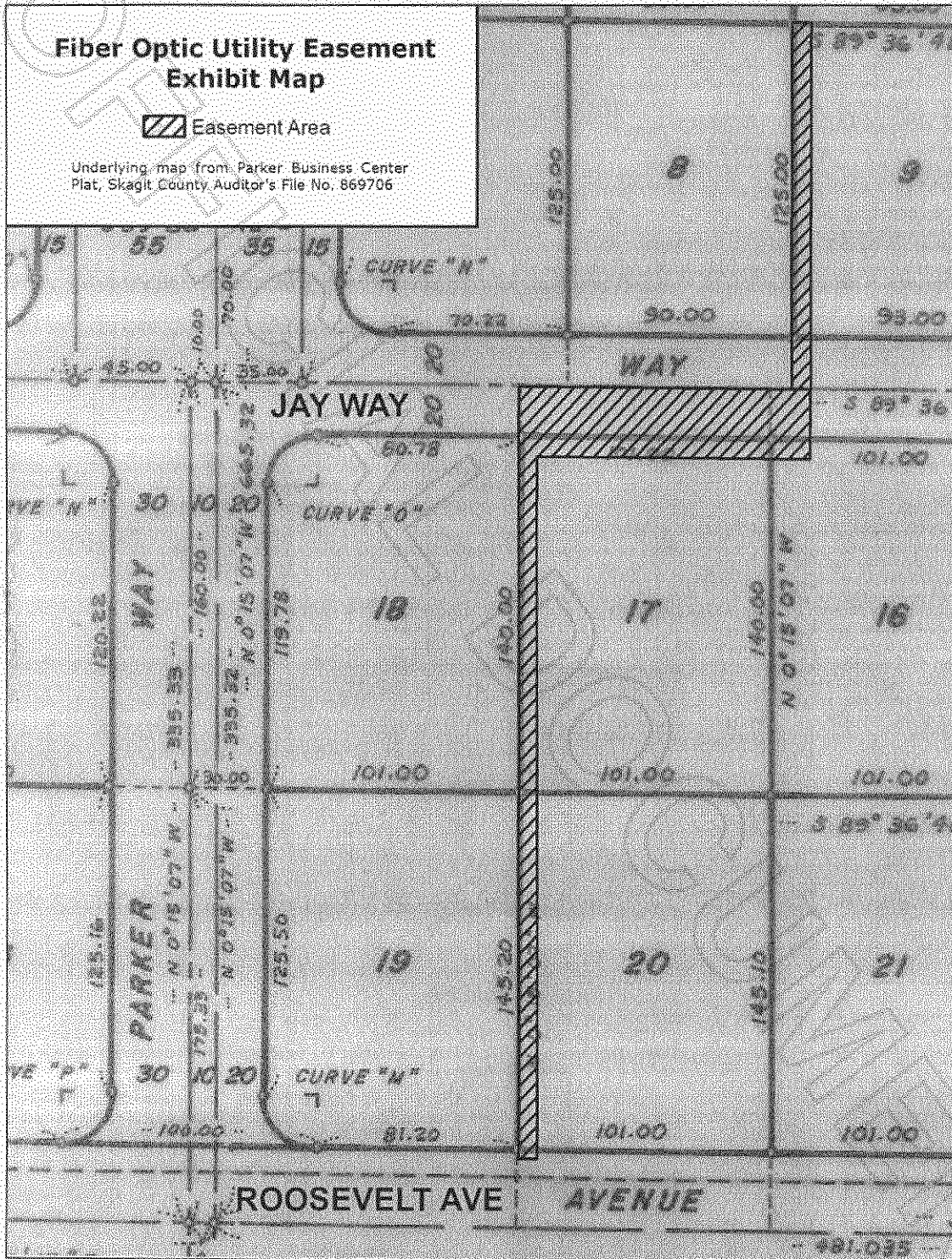
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**EXHIBIT "B"**  
(Easement Map)



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