

**RETURN ADDRESS:**

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



200811200109  
Skagit County Auditor

11/20/2008 Page 1 of 4 1:33PM

**EASEMENT**

GRANTOR: CITY OF MOUNT VERNON  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN LOT 10 PLAT OF MT VERNON ACRE VOL 3 PG 102  
ASSESSOR'S PROPERTY TAX PARCEL: P53850

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY  
M9266

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF MOUNT VERNON**, a Washington 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 "ELECTRIC UTILITY EASEMENT," ATTACHED HERETO AND INCORPORATED BY REFERENCE.

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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 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 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.

UG Electric Easement 10/2003  
067091/101043657  
3404E066

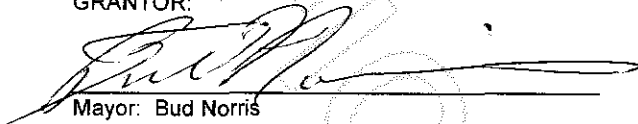
*No monetary consideration paid*

**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 7<sup>th</sup> day of October, 2008.


GRANTOR:

  
Mayor: Bud Norris

Attest:


  
Finance director: Alicia Huschka

Approved as to form:

  
Attorney: Kevin Rogerson

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

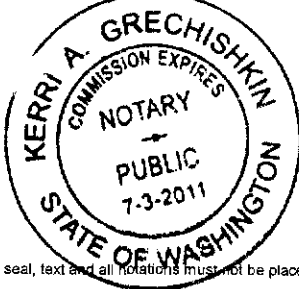
NOV 20 2008

Amount Paid \$ 0  
Skagit Co. Treasurer  
By  Deputy

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF                                    )

On this 7<sup>th</sup> day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bud Norris, to me known to be the person who signed as Mayor of the City of Mount Vernon, the municipal corporation of Skagit County, State of Washington, that executed the within and foregoing instrument, and acknowledged said instrument to be his 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 that the seal affixed is the corporate seal of said municipal corporation.

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



Kerri A. Grechishkin  
(Signature of Notary)  
Kerri A. Grechishkin  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 7/3/2011

Notary seal, text and all notations must not be placed within 1" margins

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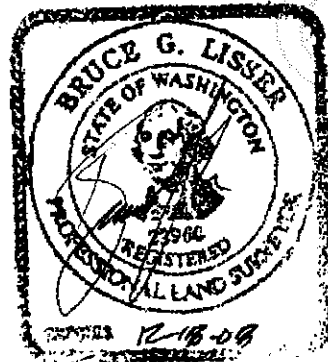
**Electric Utility Easement  
(P-53850)**

An easement for electrical utility purposes over, under, and across a portion of Tract 10, "Plat of Mount Vernon Acreage, Skagit County, Wash.," as per plat recorded in Volume 3 of Plats, Page 102, records of Skagit County, Washington and being more particularly described as follows:

Beginning at the Northwest corner of said Tract 10, "Plat of Mount Vernon Acreage, Skagit County, Wash."; thence North 89° 19' 45" East along the north line of said Tract 10 for a distance of 22.69 feet, more or less, to the proposed easterly right of way margin of Riverside Drive and being the TRUE POINT OF BEGINNING; thence continue North 89° 19' 45" East along said north line for a distance of 15.88 feet; thence South 0° 40' 15" East for a distance of 20.00 feet; thence South 89° 19' 45" West for a distance of 15.08 feet, more or less, to said proposed easterly right of way margin of Riverside Drive at a point bearing South 2° 57' 41" East from the TRUE POINT OF BEGINNING; thence North 2° 57' 41" West along said proposed easterly right of way margin for a distance of 20.02 feet, more or less, to the TRUE POINT OF BEGINNING

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



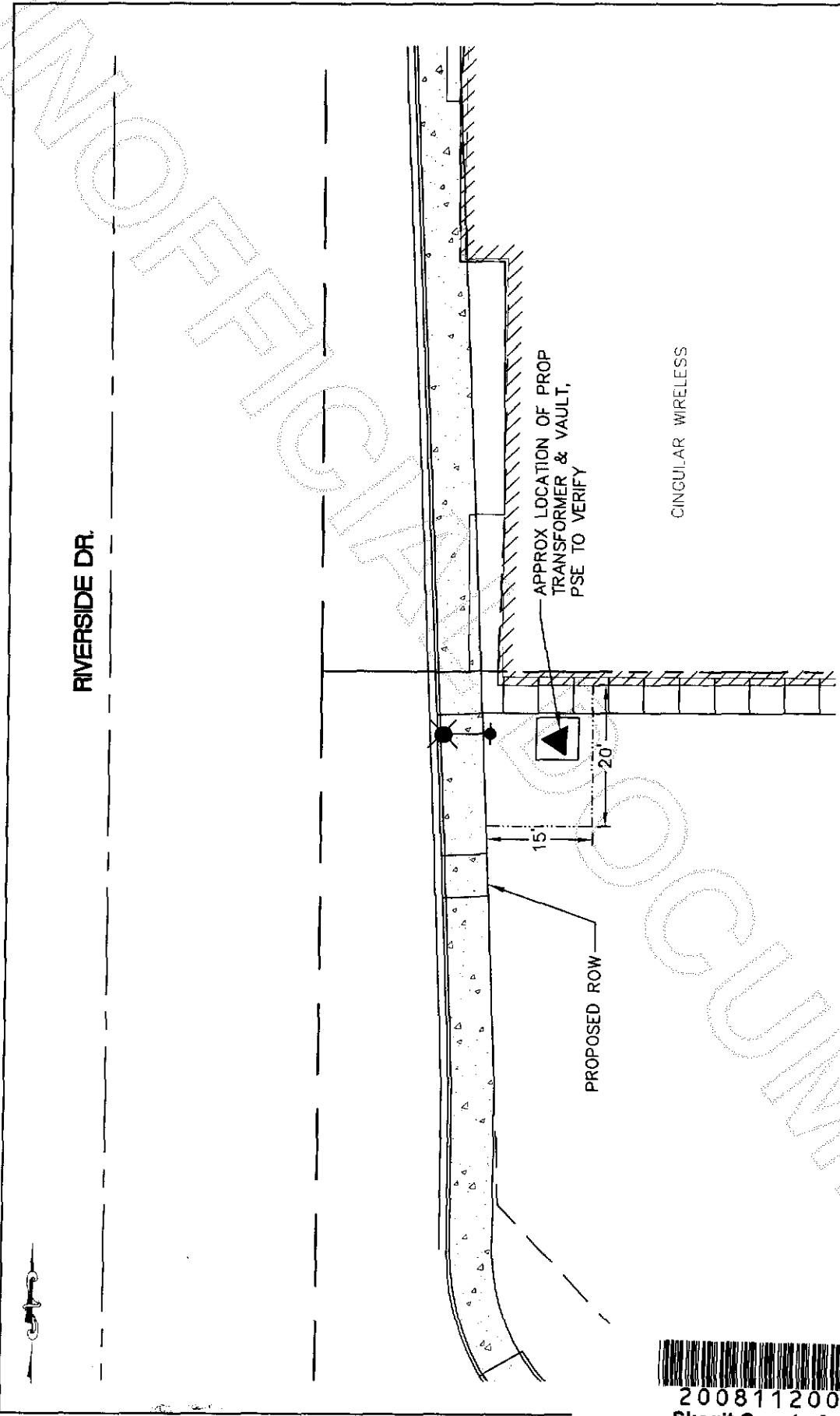
9-25-08



200811200109

Skagit County Auditor

RIVERSIDE DR.



APPROX LOCATION OF PROP  
TRANSFORMER & VAULT,  
PSE TO VERIFY

CINGULAR WIRELESS

15'

PROPOSED ROW

20'

SCALE: 1"=20'

CITY OF MT. VERNON

PROPOSED PSE  
EASEMENT

06029

9/4/08



REICHHARDT & EBE

ENGINEERING, INC.

423 Front St, Ste 201 Lynden, WA 98264  
Phone 354-3687 FAX 354-0407

UJEGE

RIVERSIDE



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Skagit County Auditor