



201201200060

Skagit County Auditor

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RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: Steve Botts
P.O. Box 97034 EST-06W
Bellevue, WA 98009-9734**

20120135
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT

JAN 20 2012

REFERENCE #:

GRANTOR: **MCKEE FAMILY LP**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN OF LOTS 1-13, BLK 170, FIDALGO CITY**

ASSESSOR'S PROPERTY TAX PARCEL: **P73224**

Amount Paid \$ **24.50**
Skagit Co. Treasurer
By  Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DON L. MCKEE AND BILLIE V. MCKEE FAMILY LIMITED PARTNERSHIP**, ("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, along, across, and through the following described real property ("Property" herein) in **Skagit** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO.

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:

SEE EXHIBIT "B" ATTACHED HERETO.

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:

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. 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.

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.

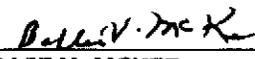
6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or 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 21st day of DEC., 2011.

GRANTOR:

By 
DON L. MCKEE

By 
BILLIE V. MCKEE

Whidbey Reliability
W.O. #15300868
-2-22 McKee Family LP - Page 2 of 5



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STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 21st day of December, 2011, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DON L. MCKEE**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Casey R. Hodges
(Signature of Notary)

Casey R. Hodges
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Clinton, Wa

My Appointment Expires: _____

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

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 21st day of December, 2011, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BILLIE V. MCKEE**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

NOTARY PUBLIC
STATE OF WASHINGTON
CASEY R. HODGES
My Appointment Expires
APRIL 23, 2015

Casey R. Hodges
(Signature of Notary)

Casey R. Hodges
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Clinton, Wa

My Appointment Expires: 4-23-15

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



EXHIBIT A - LAND DESCRIPTION
PARCEL ID: -2-22 MCKEE FAMILY PARTNERSHIP

Per Quit Claim Deed AFN 200901070025:

A portion of the Northwest Quarter of Section 19, Township 34 North, Range 2 East, W.M. in Skagit County, Washington all as shown on that Record of Survey recorded under Auditors File number 200803310112, records of said County, more particularly described as follows:

Lots 1 through 13, inclusive, Block 170, "Map of Fidalgo City, Skagit County, Washington" as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington.

EXCEPT a strip of land 80 feet in width over and across Lots 1, 2 and 3 of said Block 170, conveyed to Skagit County by deed recorded under Auditor's File Number 261288, records of Skagit County, Washington.

TOGETHER WITH the east half of the alley in said Block 170, being 10 feet in width coincident with the west line of said Lots 1 through 13 inclusive and being parallel with the centerline of said alley extending from the south line of said parcel conveyed to Skagit County, now State Route 20 to the south line of said Lot 13 continued west to the centerline of said alley.

TOGETHER WITH the north half of Second Street in said plat, being 50 feet in width coincident with the south line of said Lot 13 and being parallel with the centerline of said Second Street extending from the east line of said Block 170 continued south to the centerline of said Second Street west to the centerline of said alley in said Block 170.

TOGETHER WITH the west half of Fairview Avenue in said plat, being 50 feet in width coincident with the east line of said Block 170 and being parallel with the centerline of said Fairview Avenue extending from the south line of said parcel conveyed to Skagit County, now State Route 20 to the centerline of said Second Street.



FAKKEMA & KINOMA INC, A HARMSEN COMPANY
SURVEYING - ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE
840 SE 8TH AVE, SUITE 102 OAK HARBOR, WA 98277
PH: (360) 875-5875 - FAX: (360) 575-7255 - WWW: H-AI.COM

PREPARED FOR:
PUGET SOUND ENERGY
JOB NO. 4790 100 DATE: JULY 2011



EXHIBIT B - EASEMENT DESCRIPTION

PARCEL ID: -2-22 MCKEE FAMILY PARTNERSHIP

A strip of land in the Northwest Quarter of Section 19, Township 34 North, Range 2 East, W.M. being the Northwesternly 10 feet of that parcel herein described as Exhibit A lying parallel with and measured at right angles to the Southeasterly right of way margin of SR 20.

The side lines of said strip are to be prolonged or shortened to fit within the confines of said parcel described in Exhibit A.

Situated in Skagit County, Washington.



FAKKEMA & KINGMA INC, A HARMSSEN COMPANY
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PREPARED FOR:
PUGET SOUND ENERGY

JOB NO.
4790 L00

DATE:
JULY 2011

