



201212100206

Skagit County Auditor

12/10/2012 Page 1 of 3 1:55PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

GUARDIAN NORTHWEST TITLE CO.

EASEMENT**ACCOMMODATION RECORDING ONLY**

GRANTOR: MDDC INVESTMENTS, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NE¼ 18-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P26254/340418-1-010-0002

M5649

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MDDC INVESTMENTS, LLC**, a New Mexico limited liability company ("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:

LOT 1, CITY OF MOUNT VERNON SHORT PLAT NO. LU-09-045, RECORDED AUGUST 14, 2012, UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 201208140051; BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

CITY OF MOUNT VERNON, 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:

THE WEST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

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:

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 UG Electric 11/1998
NE 18-34-4
RW 0833954 05071842

No monetary consideration paid

DEC 10 2012

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

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 29th day of November, 2012.

GRANTOR:

MDDC INVESTMENTS, LLC

BY: Michael Dixon
MICHAEL DIXSON, Manager of MDDC Investments, LLC

THE CRIMMINS FAMILY LIMITED PARTNERSHIP, Manager of MDDC Investment, LLC

TCFI, LTD. Co., General Partner of the THE CRIMMINS FAMILY LIMITED PARTNERSHIP

BY: Dennis C. Crimmins
DENNIS C. CRIMMINS, member of TCFI, LTD. Co.

BY: Ray Nell Crimmins
RAY NELL CRIMMINS, member of TCFI, LTD. Co.

STATE OF New Mexico)
COUNTY OF Dona Ana) SS

On this 29th day of November, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Michael Dixon**, to me known to be the manager of the **MDDC INVESTMENTS, LLC** a New Mexico limited liability company, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument.

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



Christina Marmolejo
(Signature of Notary)
(Print or stamp name of Notary) **New Mexico**
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

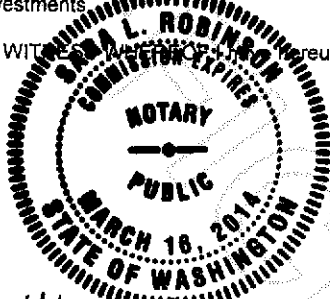


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STATE OF Washington }
COUNTY OF Skagit } SS

On this 4 day of December, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DENNIS C. CRIMMINS, to me known to be the person who signed as member of TCFI, LTD. Co., General Partner of THE CRIMMINS FAMILY LIMITED PARTNERSHIP, Manager of MDDC Investments, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of MDDC Investments for the uses and purposes therein mentioned; and on oath stated that _ was authorized to execute the said instrument on behalf of said MDDC Investments.

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



Sara L. Robinson
(Signature of Notary)

Sara L. Robinson
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham WA

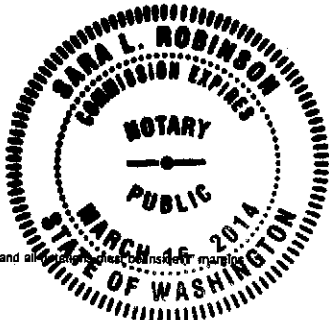
My Appointment Expires: March 16, 2014

My Appointment Expires: _____

STATE OF Washington }
COUNTY OF Skagit } SS

On this 4 day of December, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RAY NELL CRIMMINS, to me known to be the person who signed as member of TCFI, LTD. Co., General Partner of THE CRIMMINS FAMILY LIMITED PARTNERSHIP, Manager of MDDC Investments, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of MDDC Investments for the uses and purposes therein mentioned; and on oath stated that _ was authorized to execute the said instrument on behalf of said MDDC Investments.

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



Sara L. Robinson
(Signature of Notary)

Sara L. Robinson
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham WA

My Appointment Expires: March 16, 2014

Notary seal, text and all markings must be consistently marked



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