



201404140137

Skagit County Auditor

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**RETURN ADDRESS:**

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX



APR 14 2014

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR (Owner): ALIOTTI, THOMAS and NICK and KESSELRING, DON *m9807*  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Government Lot 2 & 3, 28-36-3  
ASSESSOR'S PROPERTY TAX PARCEL: P48449/360328-0-004-0009 & P48450/360328-0-003-0000

ACCOMMODATION RECORDING ONLY

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **THOMAS C. ALIOTTI, NICK ALIOTTI and DON KESSELRING**, as their interests may appear ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

A parcel of land located in Section 28, Township 36 North, Range 3 E.W.M., records of Skagit County, Washington, more particularly described as follows:

Commencing at the Southwest corner of Government Lot 3 in said Section 28; Thence East along the South line of Government Lot 3, a distance of 2,076 feet, more or less, to the West line of the East 300 feet of Government Lot 3; Thence North along the West line of the East 300 feet, a distance of 1,325 feet, more or less, to the South line of Government Lot 2; Thence East along the South line of Government Lot 2, a distance of 300 feet, more or less; Thence North and parallel with the East line of Government Lot 2, a distance of 661 feet, more or less, to a point on the North line of the South Half of Government Lot 2 extended eastward; Thence West along the North line of the South Half of Government Lot 2, a distance of 1,382 feet, more or less, to the Northwest corner of said South Half of Government Lot 2; Thence Southerly along the Westerly line of said Government Lots 2 and 3 to the True Point of Beginning.

Situate in the County of Skagit, State of Washington.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property - generally located in the easterly portion of the South Half of Government Lot 2.

RW-087916/105075031  
NE 28-36-3

*No monetary consideration paid*

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. **Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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. **Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

4. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. **Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. **Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

7. **Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.

DATED this 5 day of MARCH, 2014.

OWNER:

BY: Thomas C. Aliotti  
THOMAS C. ALIOTTI

BY: Nick Aliotti  
NICK ALIOTTI

BY: Don Kesselring  
DON KESSELRING



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STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this 5th day of MARCH, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **THOMAS C. ALIOTTI**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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  
**REBECCA J LAWSON**  
My Appointment Expires Mar 9, 2014

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Whatcom  
My Appointment Expires: 3/9/14

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this 5th day of MARCH, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **NICK ALIOTTI**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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  
**REBECCA J LAWSON**  
My Appointment Expires Mar 9, 2014

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Whatcom  
My Appointment Expires: 3/9/14

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this 5th day of MARCH, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DON KESSELING**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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  
**REBECCA J LAWSON**  
My Appointment Expires Mar 9, 2014

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Whatcom  
My Appointment Expires: 3/9/14

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



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