



06/22/2018 02:25 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Lastment
JUN 22 2018

Amount Paid \$0
Skagit Co. Treasurer
By *mlm* Deputy

GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

RETURN ADDRESS:

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



REFERENCE: AFN 574634
GRANTOR (Owner): ALIOTTI
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN GL 1; PTN NW QTR; ESMT PTN GL2 ALL IN SEC 33 TWN 36N RGE 03E
ASSESSOR'S PROPERTY TAX PARCEL: P48425/ 3360333-0-001-0005; P48527/360333-0-003-0003

mlm

This easement supercedes and replaces that certain easement obtained December 19, 1958 from Henry J. and Angela Roehl and Carl F. and Mary Roehl recorded under Skagit County Auditor's File No. 574634 for the purpose of updating to current property legal description as it has been altered under various instruments and agreements since 1958, and to modify the easement area to include overhead and underground uses.

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **THOMAS ALIOTTI**, an unmarried man, and **NICK ALIOTTI AND MERRILY ALIOTTI**, husband and wife ("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:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated. Line to be located on the West side of existing private road from the South to the North boundary of the herein described property.

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:

a. Overhead facilities. Poles 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

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; conduits, 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, 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.

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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 8th day of JUNE, 2018.

OWNER/S:

By: Thomas C. Aliotti

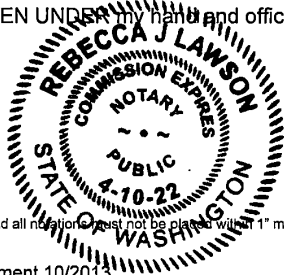
By: Mike Aliotti

By: Merrily Aliotti

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 8th day of JUNE, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **THOMAS 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.



Rebecca J. Lawson
(Signature of Notary)

Rebecca J. Lawson
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham WA
My Appointment Expires: 4-10-22

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

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STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 8th day of June, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **NICK AND MERRILY ALIOTTI**, to me known to be the individual(s) 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.



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham WA
My Appointment Expires 4-10-22

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

EXHIBIT A**Legal Description:**

Government Lot 1 and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 36 North, Range 3 East, W.M.;

EXCEPT ditch rights of way;

ALSO that portion of Government Lot 2 and of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 36 North, Range 3 East, W.M., described as follows:

Beginning on the North line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 188.2 feet East of the Northwest corner;
thence South $54^{\circ}05'$ West 167 feet to a point 53 feet East of the West line of said Section 33;
thence South 1,145.3 feet;
thence South $87^{\circ}03'$ East 195.9 feet;
thence South $0^{\circ}34'$ East 220 feet, more or less, to the North Samish River;
thence Westerly along the Samish River to the Southeast corner of a tract in Lot 2, deeded to Margaret A. Druand, dated May 18, 1912 and recorded in Volume 89 of Deeds, page 193;
thence North along the East line 2.94 chains;
thence West to a point 33 feet East of the West line of Section 33;
thence North to base of Dike District No. 4;
thence Northeasterly along base of Dike to the North line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence East 69 feet to the point of beginning;

EXCEPT that portion of said premises, if any, lying within the dike right of way, and within road rights of way, public or private, other than that conveyed to Henri J. Roehl, et al, by deeds recorded in Volume 187 of Deeds pages 88 and 90;

ALSO EXCEPT that portion conveyed to Robert N. Dowen et ux by deed recorded April 30, 2002 under Auditor's File No. 200204030055, and;

ALSO EXCEPT that portion conveyed to Henry Timmers by deed recorded April 3, 2002 under Auditor's File No. 200204030057;

TOGETHER WITH an easement for ingress and egress over a portion of Government Lot 2, Section 33, Township 36 North, Range 3 East, W.M., records of Skagit County, Washington described as follows:

A 12.00 foot wide parcel of land lying 6.00 feet on each side of the following described line;

Commencing at the West $\frac{1}{4}$ corner of said Section 33;
thence along the North line of said Government Lot 2, North $89^{\circ}36'36''$ East a distance of 33.43 feet to the point of beginning;
thence along a curve to the left, having a radius of 73.18 feet through a central angle of $68^{\circ}45'19''$ an arc length of 87.82 feet and a radius point which bears North $75^{\circ}31'22''$ East from the last described point;
thence South $83^{\circ}13'58''$ East a distance of 106.10 feet to a curve to the right, having a radius of 37.50 feet through a central angle of $82^{\circ}39'59''$ an arc length of 54.11 feet and a tangent which bears the last course;
thence South $00^{\circ}33'59''$ East a distance of 162 feet, more or less, to the North bank of the Samish River

The sidelines of the above described description to be shortened or lengthened to terminate at the said North line of Government Lot 2, and the said North bank of the Samish River.

Situate in the County of Skagit, State of Washington.