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Skagit County Auditor

\$76.00

7/3/2017 Page

1 of

4 2:04PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 03 2017

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

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right-of-Way  
1660 Park Lane  
Burlington, WA 98233



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

**EASEMENT**

m 10036

**REFERENCE #:**

**GRANTOR (Owner):**

**CUIZON**

**GRANTEE (PSE):**

**PUGET SOUND ENERGY, INC.**

**SHORT LEGAL:**

**Ptn GL 1, SE23-36N-01E, W.M.**

**ASSESSOR'S PROPERTY TAX PARCEL:** P116108/360123-0-001-0000; P116106/360123-0-002-0100

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Maribel Cuizon**, a single person ("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 BY THIS REFERENCE MADE A PART HEREOF.**

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 RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

**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 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, 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**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 20 day of JUNE, 2017.

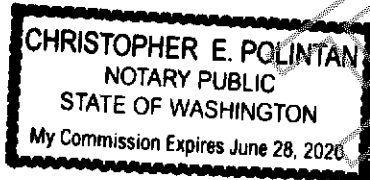
OWNER:

By: Maribel Cuizon  
Maribel Cuizon

STATE OF WASHINGTON )  
COUNTY OF King ) SS

On this 20th day of June, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Maribel Cuizon**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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)

Christopher Polintan  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing at Seattle

My Appointment Expires: 06-28-20

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

EXHIBIT "A"

THAT PORTION OF GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 36 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER SECTION CORNER OF SAID SECTION 23;  
THENCE SOUTH  $88^{\circ}48'30''$  EAST ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 200.07 FEET;  
THENCE NORTH  $52^{\circ}51'12''$  EAST FOR A DISTANCE OF 932 FEET TO THE NORTHEASTERLY LINE OF GOVERNMENT LOT 1;  
THENCE WESTERLY ALONG THE NORTHEASTERLY LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 937 FEET TO A POINT WHICH LIES NORTH  $05^{\circ}12'25''$  EAST FOR A DISTANCE OF 827 FEET FROM THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE SOUTH  $05^{\circ}12'25''$  WEST, A DISTANCE OF 827 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 23 WHICH LIES 200.07 FEET EASTERLY FROM THE SOUTH QUARTER SECTION CORNER THEREOF;  
THENCE NORTH  $88^{\circ}40'30''$  WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 200.07 FEET TO SAID SOUTH QUARTER SECTION CORNER;  
THENCE NORTH  $05^{\circ}12'25''$  EAST FOR A DISTANCE OF 54.91 FEET;  
THENCE SOUTH  $88^{\circ}48'30''$  EAST FOR A DISTANCE OF 205.95 FEET;  
THENCE NORTH  $52^{\circ}51'12''$  EAST FOR A DISTANCE OF 888.90 FEET TO THE NORTHEASTERLY LINE OF SAID GOVERNMENT LOT 1;  
THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 37 FEET TO A POINT WHICH BEARS NORTH  $52^{\circ}51'12''$  EAST FOR A DISTANCE OF 932.34 FEET FROM THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE SOUTH  $52^{\circ}51'12''$  WEST FOR A DISTANCE OF 932.34 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS, ABOVE THE LINE OF MEAN LOW TIDE, SITUATED IN FRONT OF, ADJACENT TO, OR ABUTTING ON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 1 IN SAID SECTION 23.