

**RETURN ADDRESS:**

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 11/25/2025

**EASEMENT****REFERENCE #:**

GRANTOR (Owner): **DOYLE E SCHMIDT and BRENDA DICKEY**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN LT 2 SP 58-78 (PTN SW09-33N-03E)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P15541/ 330309-0-002-0114**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOYLE E SCHMIDT and BRENDA DICKEY** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in Skagit County, State of 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:

**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 OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY WITHOUT THE CONSENT OF THE PROPERTY OWNER.**

**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.

**2. Access.** PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**3. Easement Area Clearing and Maintenance.** PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE 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.

**4. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. PSE

shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**5. Restoration.** Following the 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.

**6. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

**7. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

**8. Attorneys' Fees.** The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

**9. Successors and Assigns.** This Easement is binding upon and will inure to the benefit of the successors and permitted assigns. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

**10. Complete Agreement; Amendment; Counterparts.** This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

**11. Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

**12. Severability.** Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

**13. Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 25<sup>th</sup> day of November, 2025.

OWNER:

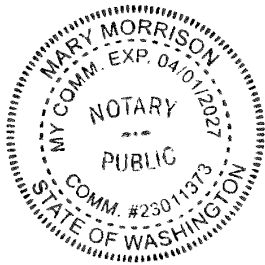
By:   
DOYLE E. SCHMIDT

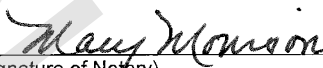
By:   
BRENDA DICKEY

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 25<sup>th</sup> day of November, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DOYLE E. SCHMIDT** and **BRENDA DICKEY**, 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)

Mary Morrison

(Print or stamp name of Notary)

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

My Appointment Expires: 4/01/2027

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
APN: P15541/

THAT PORTION OF LOT 2 OF SHORT PLAT 58-78 AS RECORDED IN VOLUME 4 OF SHORT PLATS AT PAGE 123 UNDER AUDITOR'S FILE NO. 8006240009, RECORDS OF SKAGIT COUNTY WASHINGTON, LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M. EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THOSE PORTIONS OF LOTS 1 AND 2 OF SHORT PLAT 58-78 AS RECORDED IN VOLUME 4 OF SHORT PLATS AT PAGE 123 UNDER AUDITOR'S FILE NO. 8006240009, RECORDS OF SKAGIT COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1,  
THENCE SOUTH 89°18'23" WEST ALONG THE WESTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 135.43 FEET;  
THENCE SOUTH 39°46'15" EAST, A DISTANCE OF 98.00 FEET;  
THENCE SOUTH 50°13'45" WEST, A DISTANCE OF 100.02 FEET TO A POINT ON THE WEST LINE OF LOT 2 OF SAID SHORT PLAT;  
THENCE SOUTH 00°28'54" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 219.77 FEET;  
THENCE NORTH 69°04'57" EAST, A DISTANCE OF 10.36 FEET;  
THENCE SOUTH 74°53'43" EAST, A DISTANCE OF 44.16 FEET;  
THENCE SOUTH 78°39'41" EAST, A DISTANCE OF 44.92 FEET;  
THENCE SOUTH 18°40'34" EAST, A DISTANCE OF 31.64 FEET;  
THENCE NORTH 79°49'51" EAST, A DISTANCE OF 30.75 FEET;  
THENCE NORTH 74°41'36" EAST, A DISTANCE OF 27.66 FEET;  
THENCE SOUTH 71°27'01" EAST, A DISTANCE OF 45.59 FEET;  
THENCE SOUTH 32°39'29" EAST, A DISTANCE OF 52.53 FEET;  
THENCE SOUTH 47°26'30" EAST, A DISTANCE OF 26.71 FEET;  
THENCE SOUTH 48°55'49" EAST, A DISTANCE OF 27.46 FEET;  
THENCE NORTH 74°08'08" EAST, A DISTANCE OF 14.43 FEET;  
THENCE NORTH 21°36'25" EAST, A DISTANCE OF 30.25 FEET;  
THENCE NORTH 53°06'40" EAST, A DISTANCE OF 28.94 FEET;  
THENCE SOUTH 75°42'41" EAST, A DISTANCE OF 45.60 FEET;  
THENCE SOUTH 21°46'38" EAST, A DISTANCE OF 46.57 FEET;  
THENCE NORTH 19°57'43" EAST, A DISTANCE OF 224.03 FEET;  
THENCE NORTH 25°20'48" WEST, A DISTANCE OF 101.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°11'28", BEING AN ARC LENGTH OF 156.08 FEET TO A POINT OF REVERSE CURVE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1,249.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°52'12", BEING AN ARC LENGTH OF 106.16 FEET TO A POINT ON THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT;  
THENCE SOUTH 89°18'23" WEST ALONG SAID NORTH LINE, A DISTANCE OF 92.24 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.