

**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 02/05/2026



**EASEMENT**

REFERENCE #: **PETTIT STREET LLC**  
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**  
GRANTEE (PSE): **LT 5 BLA RERECORDED UNDER AFN 201911200134 (PTN NE14-35N-06E)**  
SHORT LEGAL: **P41193/ 350614-1-008-0007**  
ASSESSOR'S PROPERTY TAX PARCEL: **P41193/ 350614-1-008-0007**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PETTIT STREET, LLC, a Washington limited liability company** ("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.**

**SITUATE IN THE TOWN OF HAMILTON, SKAGIT COUNTY, STATE OF WASHINGTON.**

**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:

**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.

**b. 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 5th day of February, 2026.

OWNER: **PETTIT STREET, LLC, a Washington limited liability company**

By: *Anna Janicki*  
**ANNA M. JANICKI**

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF SKAGIT )

On this 5th day of February, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ANNA M. JANICKI**, to me known to be the person who signed as **MEMBER**, of **PETTIT STREET, LLC, a Washington limited liability company**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said limited liability company.

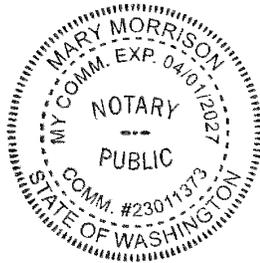
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

*Mary Morrison*  
(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: 4/1/2027



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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**APN: P41193/ 350614-1-008-0007**

**LOT 5 OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, APPROVED BY THE TOWN OF HAMILTON ON JULY 30, 2019, AND RECORDED AUGUST 1, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201908010055 AND RE-RECORDED NOVEMBER 20, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201911200134, EXCEPT THE FOLLOWING DESCRIBED PARCEL:**

**COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF STATE ROUTE 20 WITH THE WEST MARGIN OF PETTIT STREET;**

**THENCE NORTH 87°58'58" WEST ALONG SAID SOUTH MARGIN OF STATE ROUTE 20 64.20 FEET TO THE POINT OF BEGINNING;**

**THENCE SOUTH 2°01'03" WEST 437.63 FEET;**

**THENCE SOUTH 88°58'51" EAST 24.00 FEET;**

**THENCE SOUTH 2°01'03" WEST 139.55 FEET;**

**THENCE SOUTH 11°25'56" WEST 61.82 FEET;**

**THENCE SOUTH 86°06'21" EAST 40.36 FEET;**

**THENCE SOUTH 78°15'46" EAST 26.67 FEET TO THE WEST LINE OF LOT 1 OF SHORT PLAT No. HAM-94-01, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9402110124;**

**THENCE SOUTH 0°38'22" WEST ALONG SAID WEST LINE 102 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK AS SHOWN UPON SAID BOUNDARY LINE ADJUSTMENT;**

**THENCE NORTH 82°48' WEST ALONG SAID ORDINARY HIGH WATER MARK 258.7 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 5;**

**THENCE NORTH 0°57'31" EAST ALONG SAID WEST LINE 742 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF STATE ROUTE 20;**

**THENCE SOUTH 87°58'57" EAST ALONG SAID MARGIN 80.51 FEET;**

**THENCE SOUTH 66°10'52" EAST ALONG SAID MARGIN 53.85 FEET;**

**THENCE SOUTH 87°58'58" EAST ALONG SAID MARGIN 57.85 FEET TO THE POINT OF BEGINNING.**

**SITUATE IN THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON.**

**CONTAINS 2.88 ACRES, MORE OR LESS**