

**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 04/03/2026



**EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **LGI HOMES WASHINGTON LLC**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN LTS 4 AND 5, BLK 129, PLAT OF 1ST ADD TO BURLINGTON (NW05-34N-04E)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P133596/4077-129-006-0101**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LGI HOMES WASHINGTON 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:

**EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)**

**EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.**

**EASEMENT NO. 3: A STRIP OF LAND 5 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL ALLEYWAYS AND PRIVATE DRIVES.**

**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.** Invalidity of any of the provisions contained in this Easement, or of the application thereof



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**P133596/4077-129-006-0101**

LOTS 4 AND 5, BLOCK 129, PLAT OF FIRST ADDITION TO BURLINGTON, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY; EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENTED INTERSECTION OF EAST RIO VISTA AVENUE AND SOUTH ANACORTES STREET, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NORTH QUARTER CORNER) OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

THENCE NORTH 89°36'54" WEST ALONG THE CENTER LINE OF SAID EAST RIO VISTA AVENUE FOR A DISTANCE OF 369.94 FEET TO THE INTERSECTION WITH SOUTH PINE STREET;

THENCE SOUTH 00°22'11" EAST ALONG THE CENTERLINE OF SAID SOUTH PINE STREET FOR A DISTANCE OF 637.08 FEET TO THE INTERSECTION WITH EAST SHARON AVENUE;

THENCE CONTINUE ALONG SAID CENTERLINE OF SOUTH PINE STREET SOUTH 00°22'11" EAST FOR A DISTANCE OF 370.30 FEET;

THENCE NORTH 89°37'26" WEST FOR A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF SAID SOUTH PINE STREET AND BEING THE SOUTHEAST CORNER OF LOT 3, CITY OF BURLINGTON SHORT PLAT No. 5-06, APPROVED NOVEMBER 13, 2006, AND RECORDED NOVEMBER 16, 2006, UNDER SKAGIT COUNTY AUDITOR'S FILE No. 200611160056 AND BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°37'26" WEST (CALLED NORTH 89°36'54" WEST ON THE FACE OF SAID SHORT PLAT) ALONG THE SOUTH LINE OF SAID LOT 3, FOR A DISTANCE OF 119.40 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 00°22'11" EAST FOR A DISTANCE OF 122.00 FEET;

THENCE SOUTH 89°37'26" EAST FOR A DISTANCE OF 119.40 FEET, MORE OR LESS, TO SAID WESTERLY MARGIN OF SOUTH PINE STREET AT A POINT BEARING SOUTH 00°22'11" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°22'11" WEST ALONG SAID WESTERLY MARGIN FOR A DISTANCE OF 122.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. SURVEY AUDITOR'S FILE No. 201703210044