

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 11/07/2024



## EASEMENT

GRANTOR (Owner): MICHAEL M. DAVIS and CYNTHIA A. DAVIS, Trustees of THE DAVIS INVESTMENT TRUST, dated September 27, 2018  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: TR 1 SP 114-78 ANACO BEACH TOGW PTN LOT 59 BLA AFN 200108300118  
ASSESSOR'S PROPERTY TAX PARCEL: P61861/ 3858-000-058-0008

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, MICHAEL M. DAVIS and CYNTHIA A. DAVIS, Trustees of THE DAVIS INVESTMENT TRUST, dated September 27, 2018 ("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, 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 HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF 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:

**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; 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, to the extent that PSE reasonably determines that such vegetation constitutes an interference or hindrance to the safe and reliable maintenance and operation of PSE's facilities.

**3. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, at no cost to Owner and 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 (excluding easily removable fencing and landscape improvements) on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent, which shall not be unreasonably withheld. PSE shall ensure that none of the foregoing facilities shall be located or configured in a manner that partially or completely blocks, or otherwise interferes with Owner's ability to access the Property from the public street all currently existing pedestrian or vehicular paths, driveways or other access routes.

5. **Indemnity.** PSE agrees to indemnify, defend and hold harmless Owner from and against liability incurred by Owner as a result of the negligence of PSE or its agents, employees 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 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 4<sup>th</sup> day of November 2024.

OWNERS: MICHAEL M. DAVIS and CYNTHIA A. DAVIS, Trustees of THE DAVIS INVESTMENT TRUST, dated September 27, 2018

By: *[Signature]*  
MICHAEL M. DAVIS / TRUSTEE

By: *[Signature]*  
CYNTHIA A. DAVIS / TRUSTEE

STATE OF <sup>WA</sup> NEVADA )  
COUNTY OF <sup>Clark</sup> Clark ) SS

On this 4 day of November 2024, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared MICHAEL M. DAVIS and CYNTHIA A. DAVIS, to me known to be the person(s) who signed as TRUSTEES of MICHAEL M. DAVIS and CYNTHIA A. DAVIS Trustees of THE DAVIS INVESTMENT TRUST dated September 27, 2018 and who executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument as TRUSTEES of said Trust.

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

Notary Public  
State of Washington  
DARLA T. SIMPSON  
COMMISSION # 162398  
MY COMM. EXP. OCTOBER 25, 2028

*[Signature]*  
(Signature of Notary)  
Darla T. Simpson  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Nevada Washington  
residing at *[Address]*  
My Appointment Expires: *[Date]*

**EXHIBIT "A"**  
**(Legal Description)**

**PARCEL A**

**TRACT 1 OF SKAGIT COUNTY SHORT PLAT No. 114-78, APPROVED SEPTEMBER 30, 1980, RECORDED OCTOBER 2, 1980, IN BOOK 4 OF SHORT PLATS, PAGE 185, UNDER AUDITOR'S No. 8010020002, AND BEING A PORTION OF LOT 58, ANACO BEACH, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**PARCEL B**

**THAT PORTION OF LOT 59, "ANACO BEACH, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**  
**BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 59;**  
**THENCE NORTH 89°56'00" EAST 239.00 FEET ALONG THE SOUTH LINE OF SAID LOT 59 TO THE TRUE POINT OF BEGINNING;**  
**THENCE CONTINUE NORTH 89°56'00" EAST 82.00 FEET ALONG THE SOUTH LINE;**  
**THENCE NORTH 00°04'00" WEST 41.00 FEET;**  
**THENCE SOUTH 89°56'00" WEST 30.50 FEET;**  
**THENCE SOUTH 72°40'28" WEST 53.93 FEET TO A POINT THAT IS NORTH 00°04'00" WEST FROM THE TRUE POINT OF BEGINNING;**  
**THENCE SOUTH 00°04'00" EAST 25.00 FEET TO THE TRUE POINT OF BEGINNING.**

**ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**