



200803180090

Skagit County Auditor

3/18/2008 Page

1 of

3 1:41PM

RETURN ADDRESS:

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

GUARDIAN NORTHWEST TITLE CO.

M9163-3

EASEMENT

GRANTOR: BENSON FAMILY TRUST
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NW¼ 9-33-4
ASSESSOR'S PROPERTY TAX PARCEL:

ACCOMMODATION RECORDING ONLY

330409-2-004-0000/P16587; 330409-2-002-0200/P99591
330409-2-002-0002/P16584; 330409-2-008-0006/P16591

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **THE SUCCESSOR TRUSTEES OF THE BENSON FAMILY TRUST** dated June 5, 2000 ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

Except as may be otherwise set forth herein Grantee'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 as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road 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 all private/public street and road rights-of-way.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

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

UG Electric 11/1998
NW 9-33-4
105051947/068229

No monetary consideration paid

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 11 day of March, 2008.

BY: Victor J. Benson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: Pinda C. Benson

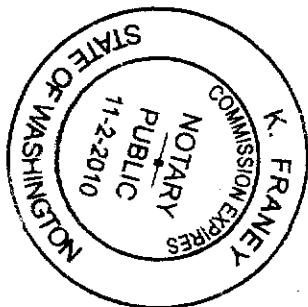
MAR 18 2008

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

Amount Paid \$ 0
Skagit Co. Treasurer
By Sp Deputy

On this 11th day of Mar, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared above signed to me known to be the person who signed as **TRUSTEES OF THE BENSON FAMILY TRUST dated June 5, 2000** 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 Benson Family Trust.

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



K. Franey
(Signature of Notary)

K. FRANEY
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Not Vernon

My Appointment Expires: 11-02-10

My Appointment Expires: _____

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



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EXHIBIT "A"

PARCEL "K":

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M., EXCEPT the West 660 feet thereof;

EXCEPT county road and ditch rights-of-way; and

EXCEPT the rights of Skagit County established by documents recorded July 14, 1939 and August 4, 1939 as Auditor's File Nos. 315059 and 315687, respectively,

ALSO EXCEPTING that part thereof lying within the following described tract:

Beginning at the Southeast corner of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence West 636 feet; thence North 280.5 feet; thence East 5 rods; thence North 40 feet; thence East 553.5 feet; thence South to the point of beginning;

ALSO EXCEPT the North 40 feet of the West 980 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ sold on contract to Diking District No. 3 of Skagit County by contract dated July 21, 1950, recorded September 5, 1950, under Auditor's File No. 450482;

ALSO EXCEPT that portion thereof conveyed to Robert H. Benson, by deed recorded February 7, 2005 as Auditor's File No. 200502070149.

PARCEL "L":

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M., described as follows:

Begin at a point on the East line of said subdivision at a point lying 420.5 feet North of the Southeast corner of said subdivision; thence continue North along said East line a distance of 208.7 feet; thence West at a right angle to said East line a distance of 208.7 feet; thence South parallel with said East line a distance of 208.7 feet; thence East at right angles to said East line a distance of 208.7 feet to the point of beginning;

TOGETHER WITH a non-exclusive 20 foot wide easement for ingress and egress centered upon an existing driveway running North from the above described main tract to the Southerly end of that certain strip of land conveyed to the Pacific Nickel Company by deed dated January 31, 1939 and recorded August 1, 1939 in Volume 177 of Deeds, page 466 as Auditor's File No. 315564.

PARCEL "N":

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M., EXCEPT rights-of-way, if any, of Diking District No. 3 and Skagit County; ALSO EXCEPT the following described portion thereof:

Beginning at the Southeast corner of said subdivision; thence North 100 feet; thence West 28 rods; thence South 83.5 feet; thence West to the right-of-way of the dike of the grantee; thence South one rod; thence East to the place of beginning.

Situate in the County of Skagit, State of Washington.



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