



200803180091

Skagit County Auditor

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RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98223

GUARDIAN NORTHWEST TITLE CO.**EASEMENT****ACCOMMODATION RECORDING ONLY**

GRANTOR: BENSON, VICTOR & LINDA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion 4-33-4, 9-33-4 and 10-33-4
ASSESSOR'S PROPERTY TAX PARCEL:

330409-0-002-0006/P16576; 330409-3-002-0000/P16594;
330409-3-003-0009/P16595; 330409-1-002-0103/P16580; 330409-1-002-0202/P16581;
330410-1-001-0309/P16602; 330409-2-009-0104/P16593; 330409-1-002-0012/P16579;
330404-3-010-0401/P16313; 330409-2-006-0008/P16589; 330409-2-007-0007/P16590

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **VICTOR L. BENSON AND LINDA C. BENSON** ("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 L. Benson
VICTOR L. BENSON

BY: Linda C. Benson
LINDA C. BENSON

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

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 **VICTOR L. BENSON**, to me known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed.
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

K. FRANEY
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at 1111 Vernon

My Appointment Expires: 11-02-10

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

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 **LINDA C. BENSON**, to me known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed.
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

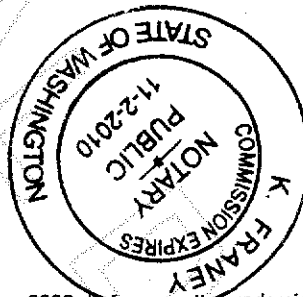
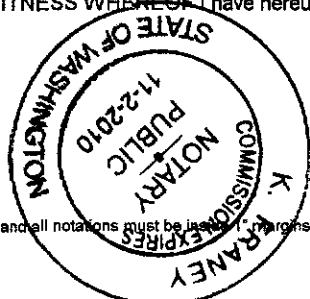
K. FRANEY
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at 1111 Vernon

My Appointment Expires: 11-02-10

Notary seal, text and all notations must be in ink.



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 18 2008

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



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EXHIBIT "A"

PARCEL "C":

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, EXCEPT the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; all in Section 9, Township 33 North, Range 4 East, W.M., EXCEPT the East 700 feet thereof, AND EXCEPT road right-of-way, if any.

PARCEL "D":

The East 700 feet of the following described property:

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 9, Township 33 North, Range 4 East, W.M., EXCEPT from said East 700 feet any existing road right-of-way.

PARCEL "E":

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M., EXCEPT any existing road or right-of-way.

PARCEL "F":

The South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ all in Section 9, Township 33 North, Range 4 East, W.M.,

ALSO the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M.,

ALSO the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 10, Township 33 North, Range 4 East, W.M.,

PARCEL "G":

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 9, Township 33 North, Range 4 East, W.M.,

EXCEPT mineral rights reserved in deed executed by English Lumber Company, recorded February 8, 1938 under Auditor's File No. 299010, in Volume 174 of Deeds, page 60,

ALSO EXCEPT the following described portion of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$:

Beginning at the Northwest corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 33 North, Range 4 East, W.M.; thence running Easterly along the North line of the described Section, 400 feet to a point; thence running Southerly parallel to the West line of said Section, a distance of 100 feet, said point being the point of beginning; thence Easterly, 208 feet; thence Southerly, 208 feet; thence Westerly, 208 feet; thence Northerly to the point of beginning,

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

Situate in the County of Skagit, State of Washington.

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Skagit County Auditor

EXHIBIT "A"
(continued)

PARCEL "T":

Tract 2, Skagit County Short Plat No. 151-79, approved November 18, 1980, recorded November 18, 1980 in Volume 5 of Short Plats, page 2, under Auditor's File No. 8011180061, and being a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 33 North, Range 4 East, W.M..

TOGETHER WITH that certain non-exclusive easement for ingress, egress and utilities over, across and under a 30 foot wide strip of land as established by document recorded as Auditor's File No. 200107160009,

ALSO TOGETHER WITH those certain non-exclusive easements for ingress, egress and utilities over, across and under those certain strips of land as established by document recorded as Auditor's File No. 200107160010 as modified by documents recorded as Auditor's File Nos. 200207120068 and 200210290135,

ALSO TOGETHER WITH that certain non-exclusive easement for ingress, egress and utilities over, across and under that certain strip of land as established by document recorded as Auditor's File No. 200210290136.

PARCEL "M":

The North $\frac{1}{2}$ 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.

Situate in the County of Skagit, State of Washington.
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