

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right-of-Way  
1660 Park Lane  
Burlington, WA 98233

**EASEMENT**

REFERENCE NO: N/A  
GRANTOR: **VICTOR L. BENSON & LINDA C. BENSON**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **NW ¼, NW ¼, SEC 9, TWN 33N, RNG 4E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P99591, P16587, P16577**

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Marissa Guerrero  
DATE 04/29/2021

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VICTOR L. BENSON and LINDA C. BENSON**, husband and wife ("Grantor" 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, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

**See Exhibit "A" attached hereto and incorporated by this reference.**

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 with five (5) feet on each side of a centerline described as follows: The centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel, except any portion thereof described under Puget Sound Power & Light Company Easement recorded under Auditor File No 8006120001, 8006120002 and Puget Sound Energy, Inc. Easement recorded under Auditor File No. 201904090020, records of Skagit County, Washington.**

*This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.*

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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, towers 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 hereunder. PSE shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by PSE.

**2. 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.

**3. 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 sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. 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 PSE's facilities without PSE's prior written consent.

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

**6. Abandonment.** The rights herein granted shall continue until such time as PSE 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 PSE's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

**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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 15<sup>th</sup> day of April, 20 21.

GRANTOR:

Victor L. Benson  
VICTOR L. BENSON

Linda C. Benson  
LINDA C. BENSON

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of April, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **VICTOR L. BENSON** and **LINDA C. BENSON** to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Tolleeta Southwick  
(Signature of Notary)

Tolleeta Southwick  
(Print or stamp name of Notary)

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

My Appointment Expires: 6/12/24

**Exhibit "A"**  
**(Real Property Legal Description)**

**P99591 & P16587**

That portion of Lot 26, "Saratoga Passage View C.A.R.D. PL 06-0107," approved April 14, 2009, recorded June 10, 2009, under Auditor's File No. 200906100089, with Affidavit of Minor Correction of Survey being recorded August 28, 2009, under Auditor's File No. 200908280052, lying within the Northwest quarter of the Northwest quarter of Section 9, Township 33 North, Range 4 East of W.M.

Together with that portion of said Lot 26, lying within the Northeast quarter of the Northwest quarter of Section 9, Township 33 North, Range 4 East, W.M., Northwest of "Benson Ridge Lane (Public)" as depicted at page 5 of said "Saratoga Passage View C.A.R.D. PL 06-0107".

Situate in the County of Skagit, State of Washington.

**P16577**

That portion of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 9, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Northwest quarter of Section 9, Township 33 North, Range 4 East, W.M., thence West 636 feet; thence North at right angles 280.5 feet; thence East at right angles 5 rods; thence North at right angles 40 rods; thence East 553.3 feet; thence South at right angles to the point of beginning.

Situate in the County of Skagit, State of Washington.