



200709280092

Skagit County Auditor

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Filed for Record by:

McGoffin Inc. P.S.
103 N. Township
Sedro-Woolley, WA 98284

ACCESS AND FARMING EASEMENT DEED

Chicago Title Escrow BE43089

GRANTOR: William E. Benson and Joyce A. Benson, husband and wife
GRANTEE: BIG BEN, L.L.C.
LEGAL DESCRIPTION: Ptn. SE, Sec. 23, T35N, R3EWM
Additional on page 5.
Assessor's Tax Parcel ID#: 350323-4-004-0200; P118291

This Easement Deed Agreement is made this 27th day of September, 2007, between William E. Benson and Joyce A. Benson, husband and wife ("Grantor" herein) and BIG BEN, L.L.C. ("Grantee" herein). Witnesseth:

WHEREAS, Grantor is the owner of the real property described in "Exhibit A" attached hereto and by this reference made a part hereof, and

WHEREAS, Grantee is the owner of the real property described in "Exhibit B" attached hereto and by this reference made a part hereof, and

WHEREAS, Grantor intends to grant to Grantee an easement for ingress and egress and for farming purposes across, along, in, upon and under all of Grantor's property described in "Exhibit A".

NOW, THEREFORE, in consideration of and included in the purchase price of Grantor's property in that Purchase and Sale Agreement dated August 3, 2007 for Skagit parcel numbers P34724 and P34726 and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the mutual promises and covenants contained herein, Grantor hereby grants to Grantee the following described easement.

1. Permanent Easement Grant. Grantor grants to Grantee a non-exclusive perpetual easement across, along, in, upon and under all of Grantor's property described in attached "Exhibit A", for the purposes of ingress and egress from Benson Road and from Avon Allen Road to the property identified in attached "Exhibit B" (currently identified by Skagit parcel numbers P34724 and P34726), and for the purposes of conducting farming operations across, along, in, upon and under all of the property described in attached "Exhibit A".

2. Easement Use; Limitations. The easement use is limited to the purposes listed in 1. above, and provided the use does not interfere with the Grantor's use of the property in attached "Exhibit A" for the purpose of a utility (currently water pipe) corridor. Grantor reserves the right to use the easement property for all purposes not inconsistent with the easement grant in 1. above.

3. Easement Improvement. The cost of installing, constructing, removing of improvements, operating, maintaining, repairing, replacing and using the easement for the stated use above shall be solely Grantee's responsibility. Grantee shall not allow any lien or charge to be levied against Grantor's property and shall keep the easement free of all debris. Grantee shall maintain the easement property in its natural state, except for the necessary improvements for the easement use above.

4. Hold Harmless. Grantee shall release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees, incurred by the exercise of Grantee's rights and the obligations herein.

5. No Warranty. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

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6. Covenants Running with the Land. The rights, grants, agreements, easements, duties and obligations set forth in this agreement shall run with the land, and shall be binding upon and benefit the owners of the real property described in attached Exhibit A and B and their successors and assigns.

7. Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

8. Governing Law. The laws of the State of Washington shall govern this Agreement. Any provision of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof.

Executed as of the date hereinabove set forth.

GRANTOR:

William E. Benson
William E. Benson

Joyce A. Benson
Joyce A. Benson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 28 2007

Amount Paid \$
Skagit Co. Treasurer
By *mam* Deputy

GRANTEE:

Peter W. Janicki 9/27/07
BIG BEN, L.L.C.
By: Peter W. Janicki
Its: Managing Member

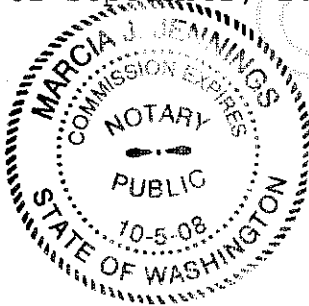
Susan E. Janicki 9/27/07
BIG BEN, L.L.C.
By: Susan E. Janicki
Its: Managing Member



STATE OF WASHINGTON)
)
) SS.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that William E. Benson and Joyce A. Benson are the persons who appeared before me on this 27th day of September, 2007, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal affixed this 27th day of September, 2007.



Marcia J. Jennings

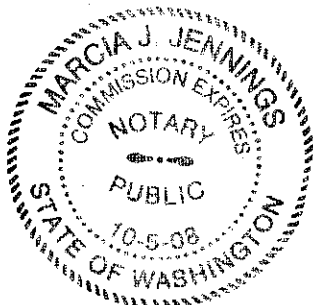
Notary Public in and for the State of Washington, residing at: Sedro Woolley

My commission expires: 10/5/2008

STATE OF WASHINGTON)
)
) SS.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Peter W. Janicki and Susan E. Janicki are the persons who appeared before me on this 27th day of September, 2007, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the managing members of BIG Ben, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal affixed this 27th day of September, 2007.



Marcia J. Jennings

Notary Public in and for the State of Washington, residing at: Sedro Woolley

My commission expires: 10/5/2008

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"Exhibit A"

GRANTOR'S PROPERTY; EASEMENT PROPERTY

(P118291)

That portion of the Southeast quarter of Section 23, Township 35 North, Range 3 East, W.M., more particularly described as follows:

Commencing at the Southeast corner of the West 400.00 feet (as measured perpendicular to the West subdivision line) of said Southeast quarter of Section 23;

Thence North 1°12'06" West 25.00 feet along the East line of said West 400.00 feet to the Northerly right of way margin of Benson Road, also being the Southeast corner of that certain Boundary line adjustment described on Quit Claim Deed to William and Joyce Benson, husband and wife, recorded under Skagit County Auditor's File No. 200105220010 and being the true point of beginning;

Thence continue along said East line North 1°12'06" West 25.00 feet;

Thence North 88°32'35" East 2045.77 feet parallel with the South line of said Southeast quarter;

Thence North 53°09'40" East 297.90 feet, more or less, to the Westerly right-of-way margin of Avon-Allen Road (being 30.00 feet West of the East line of said subdivision);

Thence South 0°00'32" East 197.55 feet, more or less, along said Westerly margin of Avon-Allen Road to the Northerly margin of Benson Road at a point bearing North 88°32'35" East from the true point of beginning;

Thence South 88°32'35" West 2283.77 feet, more or less, along said North margin of Benson Road (being 25.00 feet North of the South line of said subdivision) to the true point of beginning;

EXCEPT Ditch.

Situated in Skagit County, Washington

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"Exhibit B"

GRANTEE'S PROPERTY

(P34724; P34726)

The Southwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 23, Township 35 North, Range 3 East, W.M.;

EXCEPT the West 400 feet (as measured perpendicular to the West subdivision line) of the said Southwest quarter of the Southeast quarter

AND EXCEPT That portion commencing at the Southeast corner of the West 400.00 feet (as measured perpendicular to the West subdivision line) of said Southeast quarter of Section 23;

Thence North $1^{\circ}12'06''$ West 25.00 feet along the East line of said West 400.00 feet to the Northerly right of way margin of Benson Road, also being the Southeast corner of that certain Boundary line adjustment described on Quit Claim Deed to William and Joyce Benson, husband and wife, recorded under Skagit County Auditor's File No. 200105220010 and being the true point of beginning;

Thence continue along said East line North $1^{\circ}12'06''$ West 25.00 feet;

Thence North $88^{\circ}32'35''$ East 2045.77 feet parallel with the South line of said Southeast quarter;

Thence North $53^{\circ}09'40''$ East 297.90 feet, more or less, to the Westerly right-of-way margin of Avon-Allen Road (being 30.00 feet West of the East line of said subdivision);

South $0^{\circ}00'32''$ East 197.55 feet, more or less, along said Westerly margin of Avon-Allen Road to the Northerly margin of Benson Road at a point bearing North $88^{\circ}32'35''$ East from the true point of beginning;

Thence South $88^{\circ}32'35''$ West 2283.77 feet, more or less, along said North margin of Benson Road (being 25.00 feet North of the South line of said subdivision) to the true point of beginning;

AND EXCEPT Ditch;

AND ALSO EXCEPT County Road along the South line thereof.

Situated in Skagit County, Washington

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