



200507260162
Skagit County Auditor

7/26/2005 Page 1 of 2 11:42AM

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
PO BOX 24464
SEATTLE, WA 98124-0464
ATTENTION: Engineering / Right of Way

**CHICAGO TITLE
ACCOMODATION RECORDING**
Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity.

RIGHT OF WAY EASEMENT

CNG317

County: Skagit
WO#: GG 006956

The undersigned **RALPH FINELY** and **JEAN FINLEY**, husband and wife, each as their interest may appear, (hereinafter referred to as the "Grantor"), for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, and warrant to **CASCADE NATURAL GAS CORPORATION**, a Washington corporation (hereinafter referred to as the "Grantee"), the following nonexclusive easement:

EASEMENT DESCRIPTION:

A TWENTY FOOT STRIP OF LAND THROUGH THE EAST 40 RODS OF GOVERNMENT LOT 4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2, E.W.M.

TAX PARCEL NUMBERS: 340209-0-007-0002

The Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas pipeline or pipelines under, over, through, and across the above-described property. The Grantee is further granted an easement for the nonexclusive right of access to and from said property for the purposes of utilizing the rights herein granted.

The term "pipeline" includes gas lines; services, machinery, equipment, and facilities related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted.

Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities which may impair or interfere with the rights herein granted.

Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement.

The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

This easement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, the undersigned have executed this easement this 15th day of September, 2004.

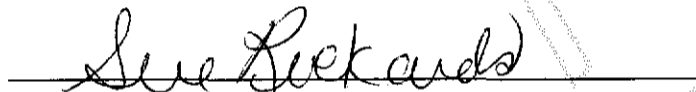

RALPH FINLEY


JEAN FINLEY

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **RALPH FINELY** and **JEAN FINLEY**, to me known to be the individuals that executed the foregoing instrument, and on oath acknowledged said instrument to be of their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of Sept, 2004



Notary Public for: State of Wash

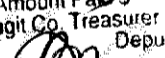
Residing at: Olympia

My Commission Expires: 5-19-06



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 26 2005

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



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