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07/16/2018 01:38 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
1520 SOUTH SECOND STREET
MOUNT VERNON, WA 98273
ATTENTION: JAMES HOBBS

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 16 2018

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

NATURAL GAS PIPELINE UNDERGROUND EASEMENT

CNG317

City: Burlington
County: Skagit
W.O.#:

STR: 3,34N,3E

The **PORT OF SKAGIT COUNTY**, a Washington public port district, (hereinafter referred to as the "Grantor"), for mutual benefit of the parties 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"), a nonexclusive underground easement along the following described property ("Property") of the Grantor:

PROPERTY LEGAL DESCRIPTION:

A STRIP OF LAND TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET ON EACH SIDE OF THE CENTER LINE LEGALLY DESCRIBED AS FOLLOWS:

Exhibit A attached hereto and incorporated by reference herein and as roughly depicted on Exhibit B attached hereto and incorporated by reference herein.

TAX PARCEL NUMBER: P21081

TERMS OF EASEMENT:

- a) Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair, a natural gas pipeline or pipelines, regulation devices, and metering equipment under, and only under, the above-described property. The Grantee is further granted the nonexclusive right of access to and from said Property for the purpose of utilizing the rights herein granted.
- b) Grantee shall coordinate with the Grantor to schedule the initial construction and installation of such natural gas pipeline(s). Grantee shall provide twenty-four (24) hours'

notice to Grantor for any subsequent construction, installation, maintenance, improvement and/or repair that may affect Grantor's regular use of the above-ground easement area.

- c) The term "pipeline" includes gas lines, services, machinery, equipment, and facilities ("Facilities") related to the operation or maintenance of said gas lines. The Grantor, agrees not to impair or interfere with the reasonable use and enjoyment by the Grantee of the rights herein granted.
- d) Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities that impairs or interferes with the rights herein granted.
- e) Grantee shall obtain any and all permits required by Federal, State and/or Local laws and regulations ("Regulations") and to at all times comply with such permit conditions and such Regulations. Grantor, at no cost to 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.
- f) Grantee shall fully pay, when due, any and all contractors' and laborers for all labor and materials used to construct, repair, or maintain the Grantee's Facilities. Additionally, Grantee shall fully indemnify, save and hold harmless Grantor (including Grantor's attorney s' fees and costs, if any) from any mechanic's or materialmen's lien filed as a result of Grantee's activities on the Property.
- g) Upon the completion of the initial construction of Grantee's Facilities within the Property, Grantee shall supply scaled as-built drawings to the Grantor (electronic and paper versions). After any construction, repair, or maintenance of and to Grantee's Facilities, Grantee shall promptly restore Grantor's Property to its condition immediately prior to such work.
- h) The Grantee agrees to indemnify, save and hold the Grantor harmless from any loss, cost, or damage, including damage to Grantor's property and injury to the property of any third person and personal injury to or death of a third person or resulting from the Grantee's operation or maintenance of any Facilities installed under the Property.
- i) The Grantor agrees to indemnify, save and hold the Grantee harmless from any loss, cost, or damage, including damage to Grantee's property and injury to the property of any third person and personal injury to or death of a third person or resulting from the Grantor's operation or maintenance of any Facilities installed under the Property.
- j) Venue for any action based on this Easement shall be exclusively in Skagit County Superior Court. The prevailing party in any lawsuit shall receive an award of its attorneys' fees and costs.

Exhibit "A"
Gas Line Easement Description

An easement for the installation, maintenance and repair of a gas line and appurtenances for a future gas line installation and to identify and locate an existing gas line as located and mapped, over, under and upon a tract of land being 10 feet in width, lying 5 feet on each side of the following described centerline as to form a continuous strip of land, lying West of Bay Ridge Business Park Binding Site Plan Phase 2, recorded under Auditor's File No. 200407090108 and East of Higgins Airport Way, all being within a portion of the Northeast 1/4 of Section 3, Township 34 North, Range 3 East, W.M., the centerline being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2G of said Bay Ridge Business Park Binding Site Plan Phase 2 recorded under Auditor's File No. 200407090108, also being the Southwest corner of Lot 3, Skagit County Short Plat No. 96-012 approved October 2, 1996 and recorded October 10, 1996 under Skagit County Auditor's File No. 9610110054; thence North 0°13'06" East along the West line of said Lot 3, Skagit County Short Plat No. 96-012 for a distance of 10.00 feet; thence North 89°46'54" West for a distance of 5.00 feet to the TRUE POINT OF BEGINNING of said centerline; thence South 00°13'06" West parallel with the West lines of said Short Plat No. 96-012 and said Bay Ridge Binding Site Plan Phase 2, also being the East line of the West 1/2 of the Northeast 1/4 of said Section 3, for a distance of 1,179.04 feet; thence North 87°39'18" West for a distance of 286.16 feet; thence North 81°23'10" West for a distance of 520.88 feet; thence South 77°44'44" West for a distance of 29.52 feet, more or less, to the Easterly margin of that certain easement conveyed to Cascade Natural Gas Corporation recorded under Auditor's File No. 200711060073 and being the terminus of said centerline.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

(Sidelines of said 10-foot wide easement to be extended or shortened as necessary to conform to property lines and/or easement margins.).



6-28-18

EXHIBIT "B"

