

556824

VOL 289 PAGE 601

EASEMENT AGREEMENT

THIS IS AN AGREEMENT dated August 23, 1957, between SHELL OIL COMPANY, a Delaware corporation with offices at 50 West 50th Street, New York, New York (herein called "Shell"), and THE TEXAS COMPANY, a Delaware corporation with offices at 135 East 42nd Street, New York, New York (herein called "Texas"):

SHELL, for valuable consideration received, hereby grants and conveys to Texas, an easement to construct, maintain, operate and remove pipe lines for transportation of petroleum, petroleum products, gas, water and any other substances, and telephone and telegraph poles and lines (herein collectively called "easement facilities"), on the following described land (herein called "easement area") situated in the County of Skagit, State of Washington:

A Tract of Land in the north one-half of Government Lot 7, Section 32, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point on the south line of said subdivision 90.53 feet west of the southeast corner thereof; thence North 0° 40' West parallel to the center line of the Great Northern Railway Company spur track into the Shell Oil Company Plant 220.1 feet; thence North 89° 06' West 491.3 feet to a point 40.33 feet east of the easterly right-of-way line of the County Road (March's Point and Burroughs Bay Road); thence South 6° 24' East parallel to said Road right-of-way line 40.3 feet to the north line of M. G. Munk's property; thence South 89° 06' East along the north line of said Munk's property and the projection thereof 427.3 feet to a point 25.0 feet east of the center line of the said spur track; thence South 0° 40' East 180.1 feet to the south line of said subdivision; thence South 89° 18' 45" East along said subdivision line 60.0 feet to the point of beginning.

SUBJECT always to the following:

1. This easement is granted without any warranties by Shell and subject to all easements and encumbrances of record.
2. Shell reserves (a) full rights of maintenance, operation and use with respect to the spur railroad track and its right-of-way crossing the easement area, and (b) the right to cross the easement area for the purpose of access to and from the spur railroad track, in any manner and with any facilities (permanent or otherwise), which do not obstruct or interfere with Texas' exercise of this easement.
3. In the event Shell ever acquires title to the land hereinbefore referred to as the Munk's property, adjoining the easement area on the south, Shell



22912
SKAGIT COUNTY, WASHINGTON
Real Estate Transfer Tax
PAID
OCT 3 1957
Amount Paid \$ 7.70
COUNTY TREASURER
By *Arch* *Deputy*



reserves the right, by giving Texas at least six (6) months' prior notice, to transfer the easement area to, and to require Texas' relocation of all of the easement facilities on, a strip of land 40 feet wide along, and measured perpendicularly from, the westerly line of said Munk's property (constituting a southerly projection along March's Point and Burroughs Bay Road from the land conveyed by Shell to Texas by a Quitclaim Deed of even date herewith), which strip will thereafter be the easement area, in lieu of the land first herein described, and fully subject to this Agreement; provided that, in such event and if Texas so requests, Shell shall enter into and execute with Texas a new Easement Agreement terminating this Agreement, describing such new easement area, but otherwise exactly the same as this Agreement.

4. In the event Texas ever acquires title to the land hereinbefore referred to as the Munk's property, either Shell or Texas may terminate this Agreement by giving the other at least six (6) months' prior notice.

5. The pipe lines among the easement facilities may be constructed and maintained either underground or aboveground, except that such lines must be underground across the spur railroad track; and all of the easement facilities shall be constructed and maintained across that track and its right-of-way in accordance with the specifications of the Great Northern Railway Company.

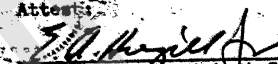
6. Texas shall pay all taxes, assessments and other governmental charges levied on the easement facilities, shall keep the easement facilities always in good and safe condition and repair, shall promptly make all repairs, alterations or replacements necessary to that end, and shall observe all laws, ordinances, rules and regulations of every governmental authority relating to the easement facilities or to any of Texas' operations or activities in the easement area.

7. Texas shall indemnify Shell against all claims, liability, loss and expense caused by, arising out of or happening in connection with any exercise of this easement or any of the easement facilities or any operations or activities of Texas or any party acting in Texas' behalf in the easement area.

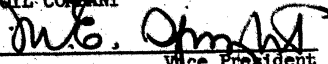
8. This Agreement shall bind and inure to the benefit of the successors

and assigns of Shell and Texas, respectively.

EXECUTED as of the date first herein written.

Attest:

 Assistant Secretary

SHELL OIL COMPANY


By 
 Vice President

THE TEXAS COMPANY

By 
 J. S. Worden, Vice President

Attest:

 Assistant Secretary

THE TEXAS CO. APPROVALS	
Form:	
Terms and Description:	

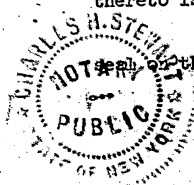
STATE OF NEW YORK

COUNTY OF NEW YORK

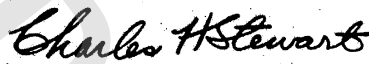
ss.:

On This 23rd day of August, 1957, before me personally appeared M. E. Spang, to me known to be a Vice President of Shell Oil Company, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the date first above written.



CHARLES H. STEWART
 Notary Public, State of New York
 No. 60-9191800
 Qualified in Putnam County
 Certs. Filed
 New York County Clerk
 Westchester County Clerk
 Term Expires March 30, 1958



STATE OF NEW YORK

COUNTY OF NEW YORK

ss.:

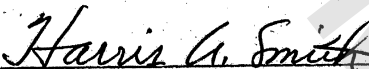
On This 28th day of August, 1957, before me personally appeared J. S. Worden, to me known to be VICE PRESIDENT of The Texas Company, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, on the date first above written.

RECEIVED FOR RECORD

2:05 P M OCT. 3 1957

at request of The Texas Co.
 EDW. DANIELSON, Auditor
 Skagit Co., Washington



HARRIS A. SMITH
 Notary Public, State of New York
 No. 30-3727900 Qualified in Nassau Co.
 Cert. filed in New York County
 Commission Expires March 30, 1958