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Kathy Hill, Skagit County Auditor
5/22/2000 Page 1 of 2 11:46:27AM

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

RIGHT OF WAY EASEMENT

CNG317

ORIGINAL

LAND TITLE COMPANY OF SKAGIT COUNTY
City: Mount Vernon
County: Skagit
ER#: 1070-586-58164

The undersigned **CITY OF MOUNT VERNON**, a municipal corporation of the State of Washington, 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"), a permanent nonexclusive easement over and through a tract of land described as follows:

PROPERTY DESCRIPTION:

A STRIP OF LAND THIRTY FEET IN WIDTH, THE WESTERLY AND SOUTHERLY LINE OF WHICH IS PARALLEL AND CONCENTRIC WITH AND THIRTY FEET WESTERLY AND SOUTHWESTERLY FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, E.W., THENCE SOUTH 89°07'33" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 1162.82 FEET, THENCE NORTH 00°52'27" FOR A DISTANCE OF THIRTY FEET TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION. THENCE NORTHWESTERLY 509.34 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 37°53'59" TO A POINT OF TANGENCY. THENCE NORTH 37°01'32" WEST A DISTANCE OF 550.66 FEET TO THE TERMINUS OF THIS EASEMENT DESCRIPTION.

TAX PARCEL NUMBERS: 04341640110007

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.

