



200403240045
Skagit County Auditor

3/24/2004 Page 1 of 2 11:29AM

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

RIGHT OF WAY EASEMENT

CNG317

County: Skagit

The undersigned **HELGA E. STENNES REVOCABLE LIVING TRUST**, (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 the following described property of the Grantor:

PROPERTY DESCRIPTION:

THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY, COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AS ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), ADJOINING BLOCK 41, OF THE PLAT OF THE TOWN OF MONTBORNE, " AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON, THAT LIES WESTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY AND BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF THAT CERTAIN TRACT OF LAND CONVEYED TO A.M. STENNES, ET UX, BY DEED RECORDED APRIL 28, 1975, AS A.F. #816649

EASEMENT DESCRIPTION:

A STRIP OF LAND FIVE (5) FEET IN WIDTH HAVING TWO AND ONE HALF (2.5) FEET ON EACH SIDE OF THE CENTER OF GRANTEE FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY.

TAX PARCEL NUMBERS: P74681

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.

UNOFFICIAL DOCUMENT

