

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

Land

RIGHT OF WAY EASEMENT

CNG317

Parcel # 340102-0-007-0109

County: Skagit
GG 005103

The undersigned **MILTON W. LEWIS JR.** and **KAREN M. LEWIS**, husband and wife, (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 Government Lots 4 & 5, of Section 2, Township 34 North, Range 1 East, W.M., and a portion of Lot 1 of Short Plat No. 17-75, filled in Book 1 of Short Plats at page 36, records of Skagit County, Washington, described as follows:

Beginning at the North $\frac{1}{4}$ corner of Section 2, Township 34 North, Range 1 East, W.M.; thence South 0 degrees 14' West 723.29 feet to the Northeast corner of Lot 4 of said Short Plat No. 17-75; thence South 87 degrees 44' West along the North line of said short plat a distance of 1,326.18 feet to the Northeast corner of Lot 1 of said short plat; thence continuing South 87 degrees 44' West 367.81 feet to the Easterly right-of-way line of the 40 foot wide county right-of-way as shown on the plat of "RANCHO SAN JUAN del MAR, SUBDIVISION NO. 2", as per plat recorded in Volume 5 of Plats at page 30, records of Skagit County, Washington; thence South 0 degrees 14' West along the said Easterly right-of-way line a distance of 240 feet to the true point of beginning; thence continuing South 0 degrees 14' West a distance of 405.97 feet; thence North 89 degrees 07'21" East 124.13 feet; thence South 0 degrees 52'40" East 171.17 feet; thence South 60 degrees 40'27" East a distance of 208.18 feet to a point on the Westerly right-of-way line of the Rosario/Havekost Road; thence North 41 degrees 27'35" East along said West right-of-way line a distance of 316.74 feet; thence North 42 degrees 27'38" West a distance of 332.77 feet; thence North 35 degrees 11'17" West a distance of 150.00 feet to the true point of beginning.

TOGETHER WITH that portion of Lot 1 said Short Plat No 17-75, lying Southerly of Del Mar Road and Westerly of Rosario/Havekost Road as shown on said short plat

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Situate in the County of Skagit, State of Washington.

MAR 24 2004

EASEMENT DESCRIPTION:

A STRIP OF LAND TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET ON EACH SIDE OF THE CENTER OF GRANTEE FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED WITHIN THE EASTERLY SHOULDER OF PRIVATE ABBOTT LANE.

Amount Paid \$
By *[Signature]* Skagit Co. Treasurer
Deputy

TAX PARCEL NUMBERS: 340102-0-007-0109

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.

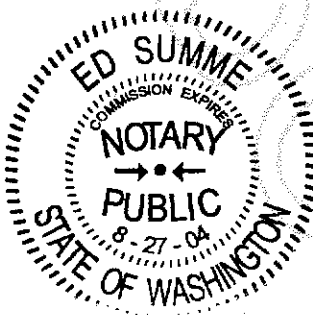
Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement.

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 December, 2003.

Milton W. Lewis Jr.
MILTON W. LEWIS JR.



Karen M. Lewis
KAREN M. LEWIS

[illegible]

On this day personally appeared before me **MILTON W. LEWIS JR. and KAREN M. LEWIS**

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 December, 2003

Ed Sumner

Notary Public for: State of Washington

Project # G0071271

WIR #245621

Residing at: Anacortes, Washington

My Commission Expires: 8-27-04

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W/O # GG-005103



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Skagit County Auditor