



200507260158

Skagit County Auditor

7/26/2005 Page 1 of 2 11:41AM

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

**CHICAGO TITLE  
ACCOMMODATION RECORDING**

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity.

**RIGHT OF WAY EASEMENT**

CNG317

County: Skagit  
Work

Order#:

GG006148

GG006148

The undersigned **SHERYL KELLEY** as her interest may appear, (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:**

LOTS 1 THROUGH 3, BLOCK 53, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**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 ABOVE DESCRIBED PROPERTY.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

TAX PARCEL NUMBERS: 3772-053-003-006

JUL 26 2005

Amount Paid \$  
By Skagit Co. Treasurer Deputy

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 21 day of June, 2004.

  
**SHERYL KELLEY**

State of Washington )  
                              ) ss.  
County of Skagit )

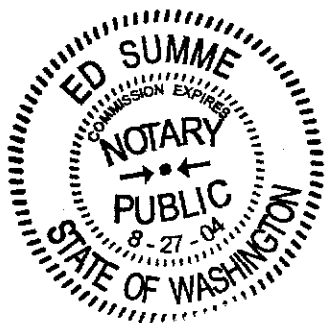
On this day personally appeared before me **SHERYL KELLEY** to me known to be the individual that executed the foregoing instrument, and on oath acknowledged said instrument to be of her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of June, 2004

Notary Public for: Washington State

Residing at: Anacortes Washington

My Commission Expires: 8-27-04



200507200420  
Skagit County Auditor