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Skagit County Auditor

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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  
W.O.#: GG007877

The undersigned **CITY OF BURLINGTON**, a Washington municipal corporation, (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 CERTAIN UNNAMED DEDICATED ROAD ADJOINING THE WEST LINE OF TRACT 85 "PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED INVOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL DESCRIBED IN SKAGIT COUNTY SUPERIOR COURT CLAUSE NO. 81-2-00071-4.

**EASEMENT DESCRIPTION:**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

THE WEST 10 FEET OF THE ABOVE DESCRIBED PROPERTY. JUL 26 2005

TAX PARCEL NUMBERS: P62849

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 that 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 22 day of APRIL 2005.

## CITY OF BURLINGTON

By: \_\_\_\_\_

By: Robt. D. Marshall

Title: \_\_\_\_\_

Title: DIR. OF PUBLIC WORKS

State of Washington )

) SS.

County of Skagit )

On this day personally appeared before me Rod Garrett and \_\_\_\_\_  
to me known to be the Director of Public Works and \_\_\_\_\_ respectively of  
the **CITY OF BURLINGTON** and executed the foregoing instrument, and on oath  
acknowledged said instrument to be of the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned.

Given under my hand and official seal this 25<sup>th</sup> day of April, 2005

Margaret S Fleck

Residing at: Lyman

Notary Public for: Burlington

My Commission Expires: 8/01/08



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