

After Recording Mail to:
Olympic Pipe Line Company
Ms. Kathy Reed
2319 Lind Avenue SW
Renton, WA 98055



200508220158

Skagit County Auditor

8/22/2005 Page

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6 11:52AM

**TEMPORARY EASEMENT AGREEMENT
AND
PERMANENT EASEMENT OPTION**

THIS AGREEMENT, made this 10th day of August, 2005, by and between Sandra Tenneson, 19095 Cook Road, Burlington, WA 98233 (hereinafter referred to as **GRANTOR**) and Olympic Pipe Line Company, a Delaware Corporation, (hereinafter referred to as **GRANTEE**).

In consideration of One Dollar (\$1.00) and other and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors, and assigns, the rights of way and privileges to a temporary easement and to a permanent easement option (as described in this document below) through the following described properties situated in Skagit County, State of Washington:

LOT 3 OF SHORT PLAT NO: 93-030, Records of Skagit County, State of Washington.

Being a portion of the Southeast Quarter of the Southeast Quarter of Section
26, Township 36 North, Range 3 East, W.M.

For both the temporary easement and to a permanent easement option below:

- a. Grantee shall defend, indemnify and hold harmless Grantor, its directors, officers, agents and employees, from and against any and all claims, liabilities, losses, damages, actions, suits, costs and expenses whatsoever, including attorney's fees, arising out of or resulting from any injury or death or persons or damage or destruction of property or harm to the environment related in any way to Grantee's exercise of any of the rights granted or to fulfill any of the obligations imposed pursuant to both the Temporary Easement and Permanent Easement Option contained in this agreement.
- b. Grantor expressly reserves the right to use the easement for any and all purposes not inconsistent with the rights granted hereunder to Grantee.

- c. Grantee accepts that property of Grantor described hereinabove 'as is' and assumes full and complete liability and responsibility with respect thereto, with no express or implied representation having been made by Grantor, its agents or employees with respect to the condition of said property or otherwise. Grantee is relying upon Grantee's own judgment and Grantee's own inspection of the premises, has found same to be to Grantee's satisfaction, and has not requested Grantor to do or perform any modifications, repairs or otherwise to the premises, nor has Grantee suggested to Grantor the existence of any condition that could be deemed in any way to be unsafe or a potential problem to any person, firm or corporation.
- d. Any notice required or permitted to be delivered hereunder shall be in writing, signed by the party giving such notice or its attorney at law, and shall be deposited in the United States mail, First Class postage prepaid, personally delivered or sent by express courier, addressed to the party whom such notice is sent at the addresses set forth below and shall be deemed to be delivered when postmarked by such addressee.

Grantor: Attention Sandra Tenneson

19095 Cook Road

Burlington, WA 98233

Grantee: Attention Kathy Reed, Olympic Pipe Line Company

2319 Lind Avenue S.W.

Renton, WA 98055

- e. Grantee shall not use pesticides on the easement property without prior written notice to Grantor. No herbicides, chemicals or hazardous substances of any type shall be stored on the easement property without the prior written consent of the Grantor. No buildings, temporary or permanent, shall be erected on the easement property.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

4525

AUG 22 2005

Amount Paid \$
By Skagit Co. Treasurer
Deputy

TEMPORARY EASEMENT:

The GRANTOR does hereby grant and convey to the GRANTEE rights of way and privileges to temporary easements for ingress and egress, to construct, maintain, operate, repair, replace, and remove (in whole or in part) a pipeline or pipelines for the transportation of oil and gas, and the products thereof, with the necessary fittings, fixtures, valves, appurtenances, cathodic protection devices, and an articulating grout mattress as generally shown on the attached plan.

The temporary easement shall extend for a period of thirty-six (36) months from the date hereof, during which time the GRANTEE may enter upon the premises as described herein.



All temporary improvements will be completed by the GRANTEE in accordance with any and all applicable Federal, State, and Local permits and regulations and any applicable industry codes, at no cost to the Grantee and in a good and workmanlike manner.

Access roads, work areas, and other areas will be restored upon completion of the work by the GRANTEE at the conclusion of the temporary easement. Anticipated restoration for the temporary improvements generally summarized on the attached plan will be completed as follows:

- i. All existing gates, fences, road surfaces, and other access road improvements will be restored by the GRANTEE to a condition that is equal to, or better than, the condition immediately prior to granting of the temporary easement.
- ii. All new temporary access roads and work areas will be removed by the GRANTEE prior to the conclusion of the temporary easement. The ground surface within the temporary access roads and work areas will be restored by the GRANTEE to the condition equal to or better than the condition of the area prior to the temporary easement and the surface will be re-vegetated with like-kind plants or seed.
- iii. When Grantee has completed this work, it shall give written notice to the Grantor as set forth above.

OPTION FOR NEW PERMANENT EASEMENT RIGHTS:

The GRANTOR does hereby grant and convey to the GRANTEE an Option to acquire the rights of way, easements and privileges to construct, maintain, operate, repair, replace, change the size of, and remove in whole or part new pipeline sections for the transportation of oil and gas, and the products thereof, with the necessary fittings, fixtures, valves, appurtenances, and cathodic protection devices as generally shown on the attached plan ("Option").

The Option to purchase new permanent easement shall extend for a period of thirty-six (36) months from the date hereof. If Grantee elects to exercise this Option, Grantee shall give written notice to the Grantor as set forth above.

The GRANTEE may exercise this Option at any time during said period by installing the new structure and by paying GRANTOR One Thousand Dollars (\$1,000). New easement rights will be based on the following:

1. Based on preliminary estimates, an articulating grout mattress will be placed over the existing Olympic Pipe Line Company pipeline and will require a new easement approximately 25 feet in width and 25 feet in length.
2. The right of way will be surveyed by a professional surveyor of the State of Washington and documented following installation of the structure. The professional surveyor will prepare an exact property measurement and property description that will supplement number 1 above.



3. All Permanent Easement improvements will be completed by the GRANTEE in accordance with any and all applicable Federal, State, and Local permits and regulations, at no cost to the Grantee and in a workmanlike manner.
4. All of the terms and conditions of the original Right of Way agreement filed under Skagit County Record No. 645273 in Volume 335D at Page 480 recorded on January 10, 1964 will apply to the new pipeline easement. GRANTEE will present a Right of Way document to GRANTOR for signature, and will file the signed document with the Skagit County recorder upon fee payment and execution of option rights described herein.
5. The terms, conditions, and provisions of this option or any contract resulting from the exercise thereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal this 10th
day of August, 2005.

GRANTOR:

Sandra Tenneson
Sandra Tenneson

GRANTEE:

OLYMPIC PIPE LINE COMPANY

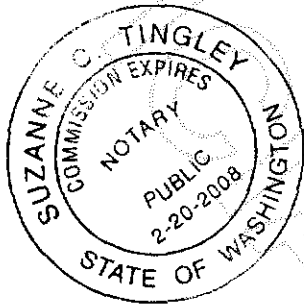
By: Bobby J. Talley
Name: Bobby J. Talley
Title: President



STATE OF WASHINGTON,)
) SS
COUNTY OF)

On this day personally appeared before me Sandra Tenneson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of August, 2005.

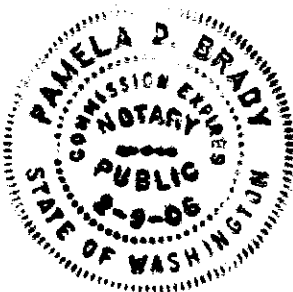


Suzanne C. Tingley
Notary Public in and for the State of Washington

My Commission expires: 2-20-08

STATE OF WASHINGTON,)
) SS
COUNTY OF)

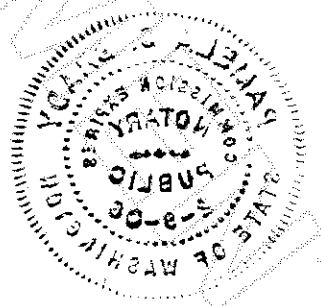
This instrument was acknowledged before me on this 7 day of Aug, 2005, by Barry J. Salazar as President of Olympic Pipe Line Company, a Delaware Corporation, on behalf of said corporation.



Pamela D. Brady
Notary Public in and for the State of Washington

My Commission expires: 2/9/06

UNOFFICIAL DOCUMENT



TO ACCOMPANY LEGAL DESCRIPTION FOR
PERMANENT EASEMENT

TOP STREAM BANK

TOP STREAM BANK

GROUT MATTRESS

EXPOSED EXISTING PIPE

TEMP. WORK SPACE EASEMENT

3307 SQ.FT.
LOT 3
SP 91-041
P103328
(11282 SQ.FT.
WORK SPACE)

205 SQ.FT.
LOT 3
SP 93-030
P106099
(3151 SQ.FT.
WORK SPACE)

PERMANENT EASEMENT

SCALE: 1"=

30'

36.8'

63.8'

19.3'

32.2'

21.6'

41.3'

56.0'

30'

30'

1005.38'

661.62'

26

35

25

36



33915 1st Way South
Federal Way, WA 98003



FEDERAL WAY	(253)	838-8173
BOTH-ELL	(275)	415-6144
CHE. E. ONE	(509)	674-1905

www.esmcivil.com

Civil Engineering
Public Works

Land Surveying
Project Management

Land Planning
Landscape Architecture

JOB NO. 600-020-004
DRAWING NAME : MATTRESS
DATE : 8-05-2005
DRAWN : JPC
SHEET 1 OF 1



200508220158
Skagit County Auditor