

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



200510170113

Skagit County Auditor

10/17/2005 Page

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8 11:16AM

Grantor: Robert E. Barden

Grantees: Olympic Pipe Line Company

Abbreviated Legal Description: Portion of West 1/2 of Southeast 1/4 of Southeast 1/4 of Section 26, Township 36 North Range 3 East, W.M.

Tax Parcel No. : Skagit County Parcel No. 360326-4-005-0302

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
AND
PERMANENT EASEMENT**

THIS AGREEMENT is made this 29 day of SEPT, 2005, by and between Robert E. Barden, 4891 Deer Haven Lane, Bow WA 98232 (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 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 construction and repair easement and to a permanent easement (as described in the exhibits attached hereto) through the following described properties situated in Skagit County, State of Washington:

Lot 3, Short Plat No. 91-041, approved December 16, 1991, recorded December 18, 1991 in Book 10 of Short Plats, pages 35 and 36, under Auditor's File No. 9112180027 and being a portion of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26, in Township 36 North, Range 3 East, W.M.

For both the temporary construction and repair easement and the permanent easement below:

- a. Grantee shall defend, indemnify and hold harmless Grantor 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 to 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 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 Robert E. Barden
4891 Deer Haven Lane
Bow, WA 98232

Grantee: Attention Pamela Brady
Olympic Pipe Line Company
2319 Lind Avenue S.W.
Renton, WA 98055

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

5769
OCT 17 2005

Amount Paid \$ 22750
By Skagit Co. Treasurer

BB 9/29/05

- 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.



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TEMPORARY EASEMENT:

The GRANTOR does hereby grant and convey to the GRANTEE rights of way and privileges to a temporary easement for ingress and egress, to construct, maintain, operate, repair and protect a pipeline 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 to be installed as described on the attached Legal Description for Total Temporary Construction Easement (Exhibit E) and as shown on the attached plan (Exhibit F).

The temporary easement shall extend for a period of fifteen (15) 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 a 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.



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PERMANENT EASEMENT RIGHTS:

The GRANTOR does hereby grant and convey to the GRANTEE the rights of way, easements and privileges, including ingress and egress, to construct, access, maintain, operate, repair, replace and protect pipelines for the transportation of oil and gas, and the products thereof, with the necessary fittings, fixtures, valves, appurtenances, and cathodic protection devices, to wit, a 50-foot wide pipeline right-of-way lying 25 feet on either side of Grantee's existing 16-inch pipeline on Grantor's property, as well as an easement for the placement of an articulating grout mattress, as described on the attached Legal Description for Total Permanent Grout Mattress Easement (Exhibit D) as shown on the attached plan (Exhibit F).

1. 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.

2. This Permanent Easement and the Temporary Construction Easement are intended to replace that existing Right of Way agreement pertaining to the property and Grantee's pipeline, filed under Skagit County Record No. 645273 in Volume 335D at Page 480 recorded on January 10, 1964. Upon fee payment, Grantee shall file this easement agreement with the Skagit County recorder.

3. The terms, conditions, and provisions of this easement agreement 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 29th
day of September, 2005.

GRANTOR:

Robert E. Barden
Robert E. Barden



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Skagit County Auditor

GRANTEE:

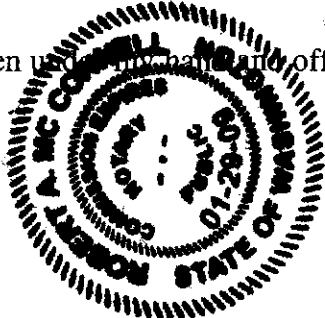
OLYMPIC PIPE LINE COMPANY

By: Chris Maudlin
Name: Chris Maudlin
Title: President

STATE OF WASHINGTON,)
) SS
COUNTY OF)

On this day personally appeared before me Robert E. Barden, 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 29 day of September, 2005.

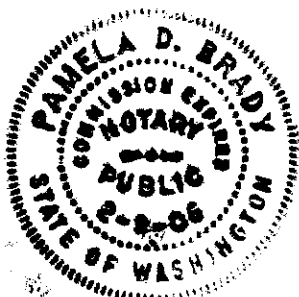


Robert E. Barden
NOTARY PUBLIC in and for the State of Washington

My commission expires 1.29.09

STATE OF WASHINGTON,)
) SS
COUNTY OF)

This instrument was acknowledged before me on this 5 day of October, 2005, by Chris Maudlin, 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



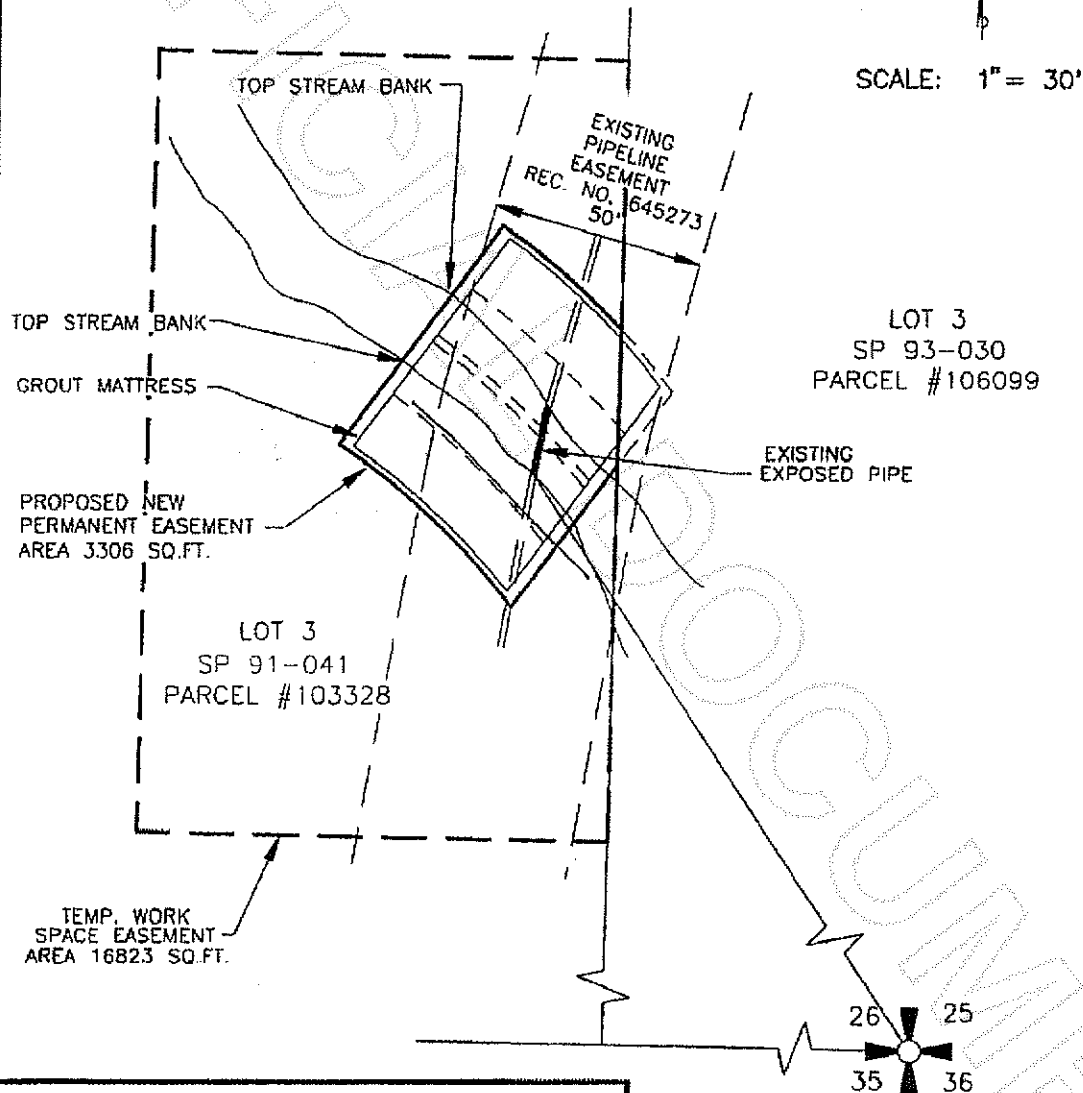
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Skagit County Auditor

BB 9/24/05

EXHIBIT "F"

TO ACCOMPANY LEGAL DESCRIPTION FOR TOTAL
GROUT MATTRESS EASEMENT AND TOTAL TEMPORARY
CONSTRUCTION EASEMENT

A PORTION OF THE SE 1/4 OF THE SE 1/4, OF
SECTION 26, TWP. 36 N., RGE. 3 E., W.M.,
SKAGIT COUNTY, WASHINGTON



CONSULTING ENGINEERS LLC

33815 1st Way South
Federal Way, WA 98003

www.esmcivil.com

Civil Engineering
Public Works

Land Surveying
Project Management

Land Planning
Landscape Architecture

FEDERAL WAY (203) 838-6113
BOHEMIA (425) 415-6144
CLC ELIJAH (206) 674-1902

JOB NO. 600-020-004
DRAWING NAME : SR-02
DATE : 8-24-2005
DRAWN : JPC / MRB
SHEET 1 OF 1



200510170113
Skagit County Auditor



CONSULTING ENGINEERS LLC



GEO Engineers
Job No. 600-020-004
August 25, 2005
Page 1 of 1

EXHIBIT "D"

BB 9/24/05

**LEGAL DESCRIPTION FOR
TOTAL PERMANENT GROUT MATTRESS EASEMENT**

That portion of the southeast quarter of the southeast quarter of Section 26, Township 36 North, Range 3 East, W.M., Skagit County, Washington, being described as follows:

COMMENCING at the southeast corner of said Section 26, said point being a cased monument with a 3" brass cap in concrete with punch mark;

THENCE N 33°02'34" W, 1211.00 feet to Olympic Pipe Line Company's pipeline;

THENCE N 84°24'06" E, 19.82 feet to the east line of Lot 3 of Short Plat No. SP 91-041 records of Skagit County, Washington AND the TRUE POINT OF BEGINNING;

THENCE S 36°42'45" W, 41.27 feet to a point of curvature;

THENCE northwesterly 56.00 feet along the arc of a non-tangent curve to the left, having a radius of 172.75 feet, the radius point of which bears S 52°31'07" W, through a central angle of 18°34'19";

THENCE N 36°42'45" E, 63.83 feet to a point of curvature;

THENCE southeasterly 36.87 feet along the arc of a non-tangent curve to the right, having a radius of 166.94 feet, the radius point of which bears S 34°36'42" W, through a central angle of 12°39'18" to the east line of said Short Plat;

THENCE along said east line S 01°11'07" W, 32.17 feet to the TRUE POINT OF BEGINNING.

Containing 3,306 square feet, more or less.
See attached Exhibit "F".

Written by: JPC
Checked by: MRB

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720 South 348th Street
Federal Way, WA 98003
Tel (253) 838 6113
Fax (253) 838 7104
www.esmcivil.com

Bothell (425) 615 4644
Cle Elum (509) 674 1905

EXPIRES: 7-18-07
200508000200
Land Planning
Project Management
Land Surveying
Public Works



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Skagit County Auditor

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CONSULTING ENGINEERS LLC



GEO Engineers
Job No. 600-020-004
August 25, 2005
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EXHIBIT "E"

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**LEGAL DESCRIPTION FOR
TOTAL TEMPORARY CONSTRUCTION EASEMENT**

That portion of the southeast quarter of the southeast quarter of Section 26, Township 36 North, Range 3 East, W.M., Skagit County, Washington, being described as follows:

COMMENCING at the southeast corner of said Section 26, said point being a cased monument with a 3" brass cap in concrete with punch mark;

THENCE N 33°02'34" W, 1211.00 feet to Olympic Pipe Line Company's pipeline;

THENCE N 84°24'06" E, 19.82 feet to the east line of Lot 3 of Short Plat No. SP 91-041 records of Skagit County, Washington AND the TRUE POINT OF BEGINNING;

THENCE S 36°42'45" W, 41.27 feet to a point of curvature;

THENCE northwesterly 56.00 feet along the arc of a non-tangent curve to the left, having a radius of 172.75 feet, the radius point of which bears S 52°31'07" W, through a central angle of 18°34'19";

THENCE N 36°42'45" E, 63.83 feet to a point of curvature;

THENCE southeasterly 36.87 feet along the arc of a non-tangent curve to the right, having a radius of 166.94 feet, the radius point of which bears S 34°36'42" W, through a central angle of 12°39'18" to east line of said Short Plat;

THENCE along said east line N 01°11'07" E, 62.75 feet;

THENCE N 88°48'53" W, 110.00 feet;

THENCE S 01°11'07" W, 183.00 feet;

THENCE N 88°48'53" W, 110.00 feet to the east line of said Short Plat;

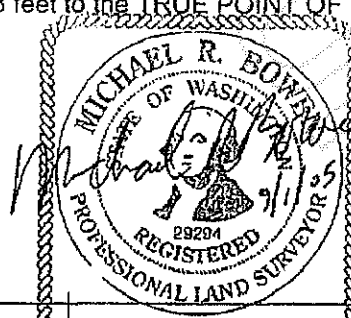
THENCE along said east line N 01°11'07" E, 88.08 feet to the TRUE POINT OF BEGINNING.

Containing 16,823 square feet, more or less.

See attached Exhibit "F".

Written by: JPC
Checked by: MRB

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720 South 348th Street
Federal Way, WA 98003

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Fax (253) 838 7104
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Public Works
Land Surveying



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Skagit County Auditor