



200512190162
Skagit County Auditor

12/19/2005 Page 1 of 8 1:22PM

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

Grantor: J.C. Dellinger and Nelda Colene Dellinger, husband and wife and Lonnie J. Dellinger, a single man

Grantees: Olympic Pipe Line Company

Abbreviated Legal Description: Portion of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of Northeast 1/4 of Section 11, Township 34 North, Range 3 East, W.M.

Tax Parcel No. : Skagit County Parcel No. P21456 XrefID 340311-2-001-0025

PERMANENT EASEMENT AGREEMENT

THIS AGREEMENT is made this 16th day of December, 2005, by and between J.C. Dellinger and Nelda Colene Dellinger, husband and wife and Lonnie J. Dellinger, a single man, 16452 Ovenell Road, Mount Vernon, WA 98273 (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 permanent easement (as described in the exhibits attached hereto) through the following described properties situated in Skagit County, State of Washington:

That portion of the Northeast Quarter of the Northwest Quarter lying Northerly of the right-of-way of the Great Northern Railway Company and that portion of the Northwest Quarter of the Northeast Quarter lying Northerly of a line parallel with and 150 feet Northerly from the centerline of the right-of-way of Great Northern Railway Company and Westerly of a slough known as Higgins Slough running Southerly from a point in the North line of said Northwest Quarter of the

Northeast Quarter approximately 240 feet East of the Northwest corner thereof; EXCEPT county road; EXCEPT road along said railway right-of-way and said slough conveyed to S.A. Westlin by deed recorded in Volume 122 of Deeds, page 146; all in Section 11, Township 34 North, Range 3 East of the Willamette Meridian, EXCEPT drainage ditch rights-of-way; AND EXCEPT the following described tract:

Beginning at the North Quarter corner of said section, bearing South 89°29'12" East from the Northwest corner of said section;
Thence along the North-South centerline of said section South 00°36'44" West, a distance of 424.52 feet to the true point of beginning;
Thence South 89°30'00" East, a distance of 149.16 feet to the West line of that certain strip of land for road purposes conveyed to S.A. Westlin by deed recorded in Volume 122 of Deeds page 146, records of Skagit County, Washington;
Thence along said West line South 13°19'18" West, a distance of 37.26 feet to the North line of that certain parcel conveyed to Olympic Pipe Line Company by deed recorded under Auditor's File No. 646084, records of Skagit County, Washington;
Thence along said North line North 89°30'00" West, a distance of 506.80 feet to the West line of said parcel conveyed to Olympic Pipe Line Company;
Thence along said West line South 00°35'31" West, a distance of 341.51 feet to the Northerly margin of the Burlington Northern Railroad Company right-of-way, said margin being a non-tangent curve concave to the Northwest, having a radius of 5,679.65 feet, the radial center of which bears North 17°38'55" West;
Thence along said curve Southwesterly for an arc distance of 115.55 feet, through a central angle of 01°09'56";
Thence continuing along said margin South 73°31'02" West, a distance of 889.00 feet to the West line of the Northeast Quarter of the Northwest Quarter of said section;
Thence along said West line North 00°40'54" East, a distance of 672.38 feet to a line bearing North 89°30'00" West from the true point of beginning;
Thence along said line South 89°30'00" East, a distance of 1,324.72 feet to the true point of beginning.

Situated in Skagit County, Washington.

The GRANTOR does hereby grant and convey to the GRANTEE the rights of way, easement and privileges, including ingress and egress, to construct, access, maintain, repair, replace and protect its access road, to wit, a 30-foot wide right-of-way easement as described on the attached Legal Description (Exhibit A) and as shown on the attached plan (Easement Exhibit Map).



1. Grantee reserves the right to install gates or fences as needed within the easement area.

2. 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.

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.

4. 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.

5. Grantor expressly reserves the right to use the easement for any and all purposes not inconsistent with the rights granted hereunder to Grantee.

6. 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.

7. 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 J.C. Dellinger
16452 Ovenell Road
Mount Vernon, WA 98273

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



8. 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.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal this 16th day of December, 2005.

GRANTOR:

J.C. Dellinger

J.C. Dellinger

Nelda Colene Dellinger

Nelda Colene Dellinger

Lonnie J. Dellinger

Lonnie J. Dellinger

GRANTEE:

OLYMPIC PIPE LINE COMPANY

By: _____
Name: *Chris J. ...*
Title: *President*

7012
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 19 2005

Amount Paid \$ 196.35
Skagit Co. Treasurer
By *[Signature]* Deputy

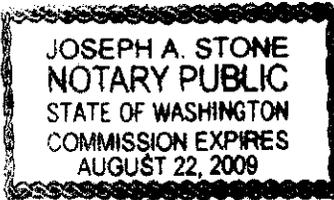


200512190162
Skagit County Auditor

STATE OF WASHINGTON,)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me J.C. Dellinger, 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 his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of December, 2005.

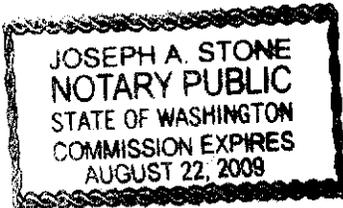


Joseph A. Stone
NOTARY PUBLIC in and for the State of Washington
My commission expires August 22, 2009

STATE OF WASHINGTON,)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me Nelda Colene Dellinger, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she 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 16th day of December, 2005.



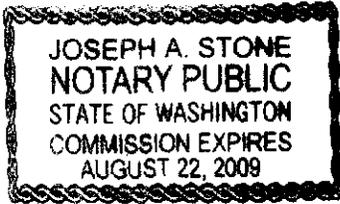
Joseph A. Stone
NOTARY PUBLIC in and for the State of Washington
My commission expires August 22, 2009



STATE OF WASHINGTON,)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me Lonnie J. Dellinger, 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 his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of December, 2005.



Joseph A. Stone
NOTARY PUBLIC in and for the State of Washington
My commission expires August 22, 2009

STATE OF WASHINGTON,)
) SS
COUNTY OF)

This instrument was acknowledged before me on this 16 day of December, 2005, by Claris Maudin, 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 2/1/06



Exhibit A

Easement Description:

An easement over and across a portion of Skagit County Tax Parcel No. P21456 being located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 11, Township 34 North, Range 3 East, W.M., Skagit County, Washington, being more particularly described as follows:

The West thirty (30) feet of that certain tract of land described in the Quit Claim Deed recorded under the Auditor File Number 200405270079 Records of Skagit County Washington.

Situated in the County of Skagit, State of Washington.

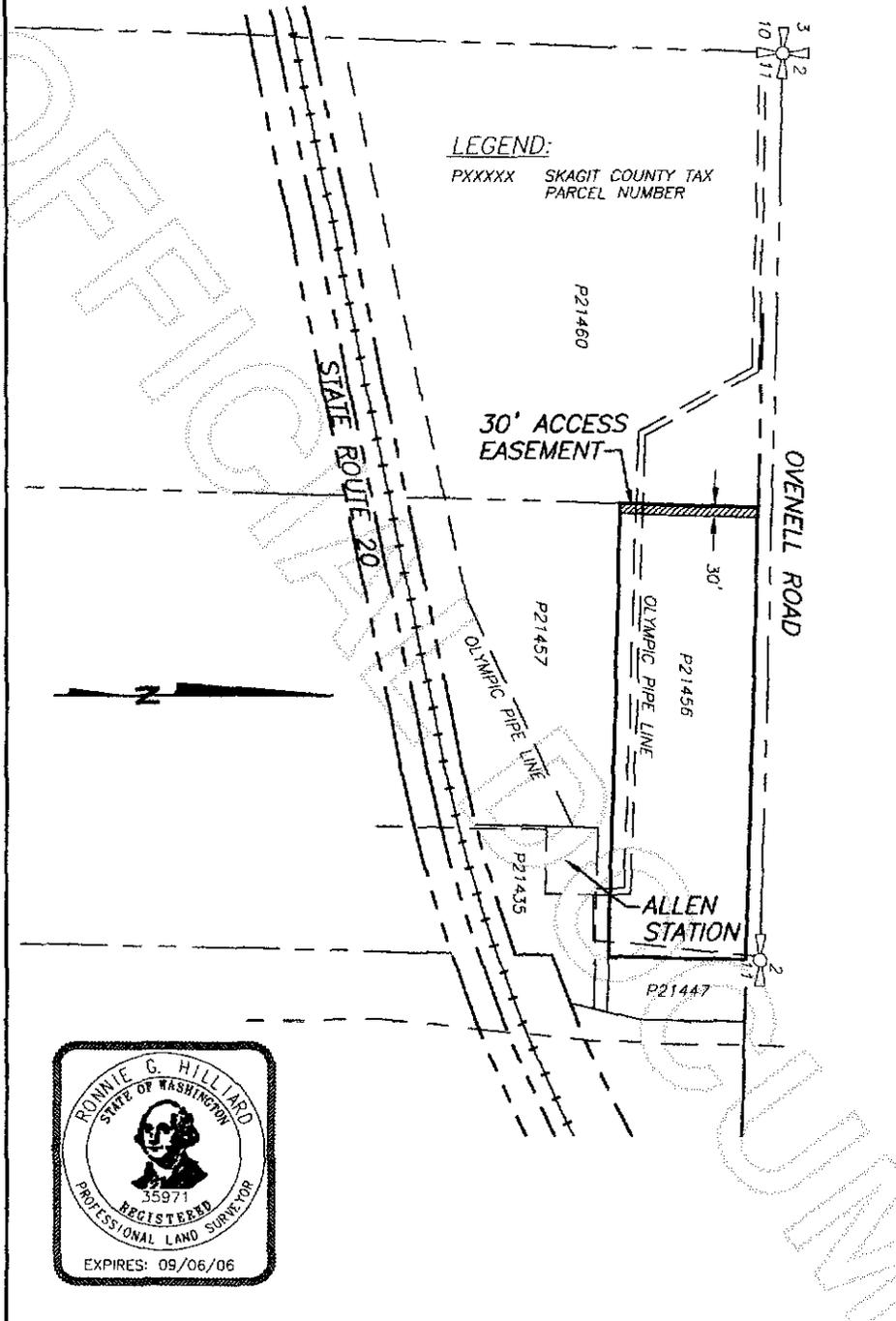


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Skagit County Auditor

PORTION OF THE NE 1/4 OF THE NW 1/4
SEC. 11, TWP. 34N R. 3E, W.M.

LEGEND:

PXXXXX SKAGIT COUNTY TAX
PARCEL NUMBER



OLYMPIC PIPELINE 30' ACCESS EASEMENT LOCATION: SKAGIT COUNTY WASHINGTON	DRAWN BY: RGH	CHECKED BY: RGH
	SCALE: NO SCALE	
	DATE: 12-13-05	
	JOB NUMBER	SHEET
DESCRIPTION: EASEMENT EXHIBIT MAP	05-118-01	1 OF 1



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