

After Recording Mail to:
Olympic Pipe Line Company
Holly Williamson
2319 Lind Avenue SW
Renton, WA 98057



200609200080

Skagit County Auditor

9/20/2006 Page 1 of 5 10:30AM

Grantor: Sandra Tenneson, a single woman

Grantee: OLYMPIC PIPE LINE COMPANY

Abbreviated Legal Description: Lot 3 of Short Plat No. 93-030, Records of Skagit County, State of Washington, being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 36 North, Range 3 East, W.M.

Tax Parcel No. : Skagit County Parcel No. P106099

PERMANENT EASEMENT AGREEMENT

THIS AGREEMENT is made this 8th day of September, 2006, 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 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 shown in the EXHIBIT attached hereto) through a portion of the following described property 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 (1/4) of the Southeast Quarter (1/4) of Section Twenty-Six (26), Township Thirty-Six (36) North, Range Three (3) East, W.M.

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 grout mattress, to wit, a right-of-way easement as shown on the attached EXHIBIT.

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. 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.

3. 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 this Permanent Easement Agreement.

4. GRANTOR expressly reserves the right to use the easement for any and all purposes not inconsistent with the rights granted hereunder to GRANTEE.

5. 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 - Sandra Tenneson
19095 Cook Road
Burlington, WA 98233



GRANTEE: Attention - Holly Williamson
OLYMPIC PIPE LINE COMPANY
2319 Lind Avenue S.W.
Renton, WA 98057

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.

8th IN WITNESS WHEREOF, GRANTOR has hereunto set his/her hand and seal this day of September, 2006.

GRANTOR:

4874
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
Sandra Tenneson
Sandra Tenneson

SEP 20 2006

Amount Paid \$ 22.80
Skagit County Treasurer
By: mbm Deputy

GRANTEE:

OLYMPIC PIPE LINE COMPANY

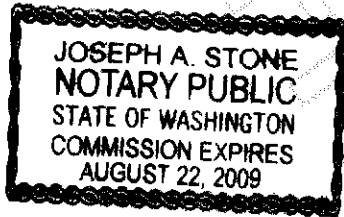
By: Chris Maudlin
Name: Chris Maudlin
Title: President



STATE OF WASHINGTON,)
) SS
COUNTY OF SKAGIT)

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 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 8th day of September, 2006.

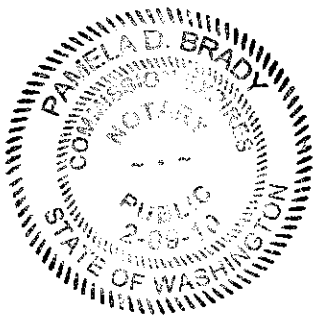


Joseph A. Stone
NOTARY PUBLIC in and for the State of Washington

My commission expires August 22, 2009

STATE OF WASHINGTON,)
) SS
COUNTY OF KING)

This instrument was acknowledged before me on this 19 day of September, 2006, 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 2/9/10



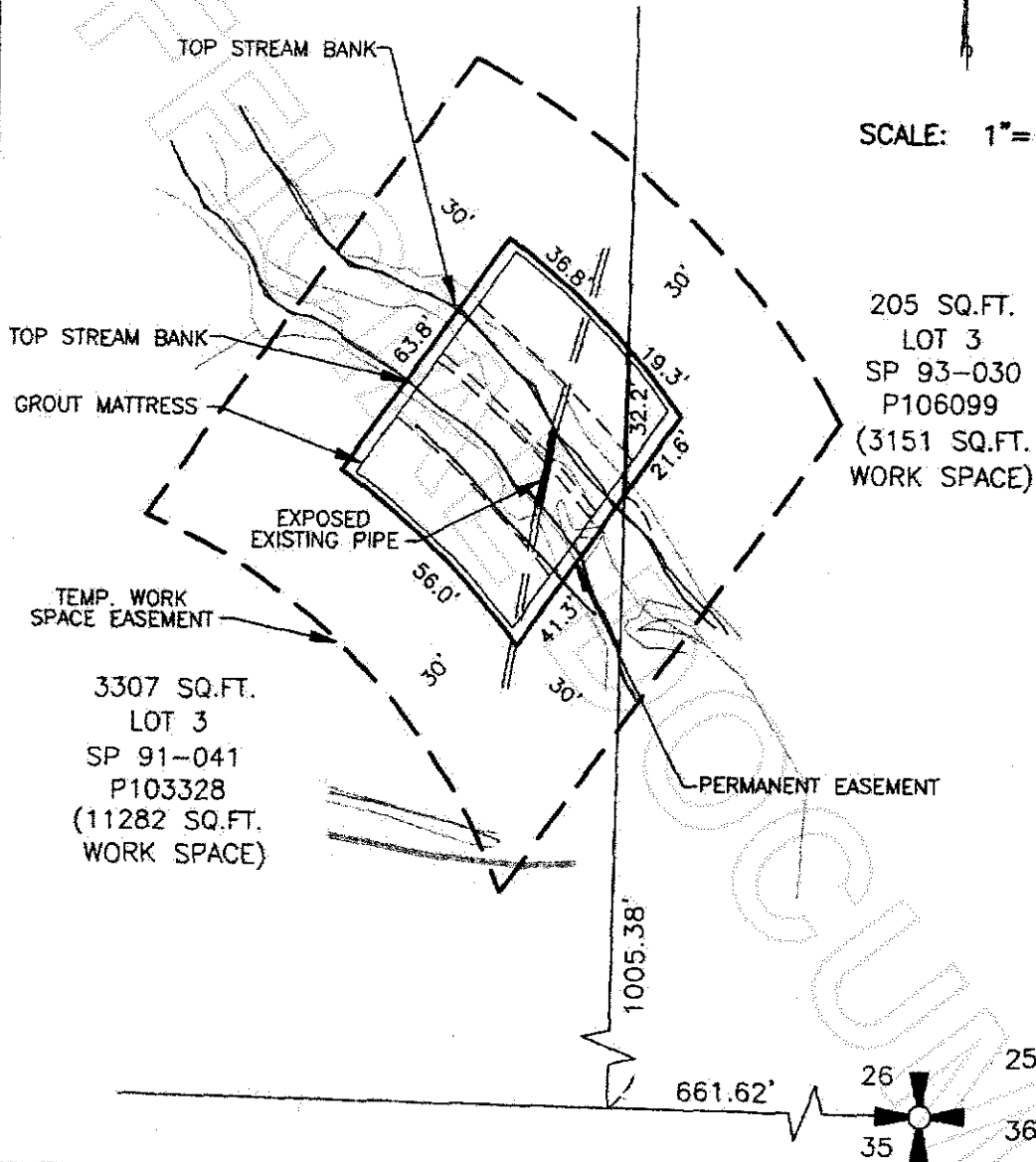
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EXHIBIT

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



SCALE: 1" = 30'



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

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

	CONSULTING ENGINEERS, LLC	
	33915 1st Way South Federal Way, WA 98003	
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



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