

After Recording Mail to:
Olympic Pipe Line Company
Pamela Brady
2201 Lind Avenue SW Ste. 270
Renton, WA 98057



200708070094
Skagit County Auditor

8/7/2007 Page 1 of 7 12:38PM

GRANTOR: Robert E. Barden, a single man

GRANTEE: OLYMPIC PIPE LINE COMPANY, a Delaware corporation

Abbreviated Legal Description: Lot 3 of Short Plat No. 91-041, 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.: P103328

PERMANENT EASEMENT AGREEMENT

THIS AGREEMENT, made this 6th day of August, 2007, by and between Robert E. Barden, a single man, 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 good 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 permanent easement for ingress and egress, to construct, maintain, repair, replace and protect, an area of land involving a landslide remediation project, as well as the right to maintain that right of way clear of trees, underbrush, buildings, and other obstructions as necessary, and as described on the attached Legal Description for Maintenance Easement (Exhibit "A") and as shown on the attached plan (Exhibit "B"), all within a portion of the following described property situated in Skagit County, State of Washington:

Parcel Number P103328 based on Skagit County Assessor information,

Lot 3 of 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 One-half (1/2) 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.

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 and any applicable industry codes, at no cost to the GRANTOR and in a good and workmanlike manner.

2. 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 this agreement.

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

4. 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.

5. 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: Robert E. Barden
4891 Deer Haven Lane
Bow, WA 98232

GRANTEE: Olympic Pipe Line Company
Attention Pamela Brady
2201 Lind Avenue S.W. Ste. 270
Renton, WA 98057

7. 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 hand and seal this
6TH day of AUG., 2007.

GRANTOR:

Robert E. Barden
Robert E. Barden

GRANTEE:

OLYMPIC PIPE LINE COMPANY

By: Chris Maudlin

Name: Chris Maudlin

Title: President

3735
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 07 2007

Amount Paid \$ 161.64
By JP Skagit Co. Treasurer Deputy

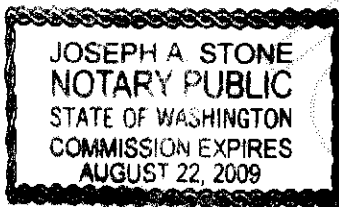


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STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

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 of his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of August, 2007

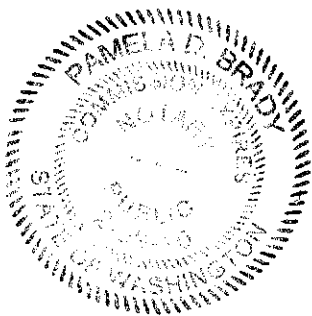


Joseph A. Stone
Notary Public in and for the State of Washington

My Commission expires: 8/22/09

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

This instrument was acknowledged before me on this 6 day of aug, 2007, 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





CONSULTING ENGINEERS LLC



GeoEngineers
Job No. 600-020-004
July 26, 2007

EXHIBIT "A"

LEGAL DESCRIPTION FOR MAINTENANCE AND PERMANENT EASEMENT

That portion of Lot 3 of Skagit County Short Plat No. SP 91-041 recorded under Auditors File No. 9112180027 in the southeast quarter of the southeast quarter of Section 26, Township 36 North, Range 3 East, W.M., Skagit County, Washington, described as follows:

COMMENCING at the southeast corner of said Lot 3;

THENCE along the easterly line of said Lot 3, N 01°11'07" E 63.33 feet to the TRUE POINT OF BEGINNING;

THENCE N 88°48'53" W, 71.39 feet to the easterly line of that easement recorded under Recording No. 200510170113;

THENCE along said easterly line the following courses:

N 17°40'27" E, 83.50 feet;

N 14°48'23" E, 66.82 feet;

N 14°17'57" E, 100.41 feet;

N 10°17'56" E, 57.93 feet to the easterly line of said Lot 3;

THENCE along said easterly line of Lot 3, S 01°11'07" W, 300.00 feet to the TRUE POINT OF BEGINNING.

33915 1st Way South
Suite 200
Federal Way, WA 98003

Tel (253) 838 6113
Fax (253) 838 7104
Toll Free (800) 345 5694

Bothell (425) 415 6144
www.esmcivil.com

Civil Engineering
Project Management
Land Surveying

Land Planning
Public Works



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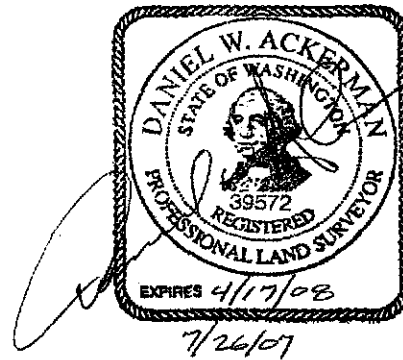
GEO Engineers
July 24, 2007
Page 2

CONTAINING 9627 square feet, 0.22 acres, more or less.

See attached Exhibit "B".

Written by: DWA
Checked by: JSK

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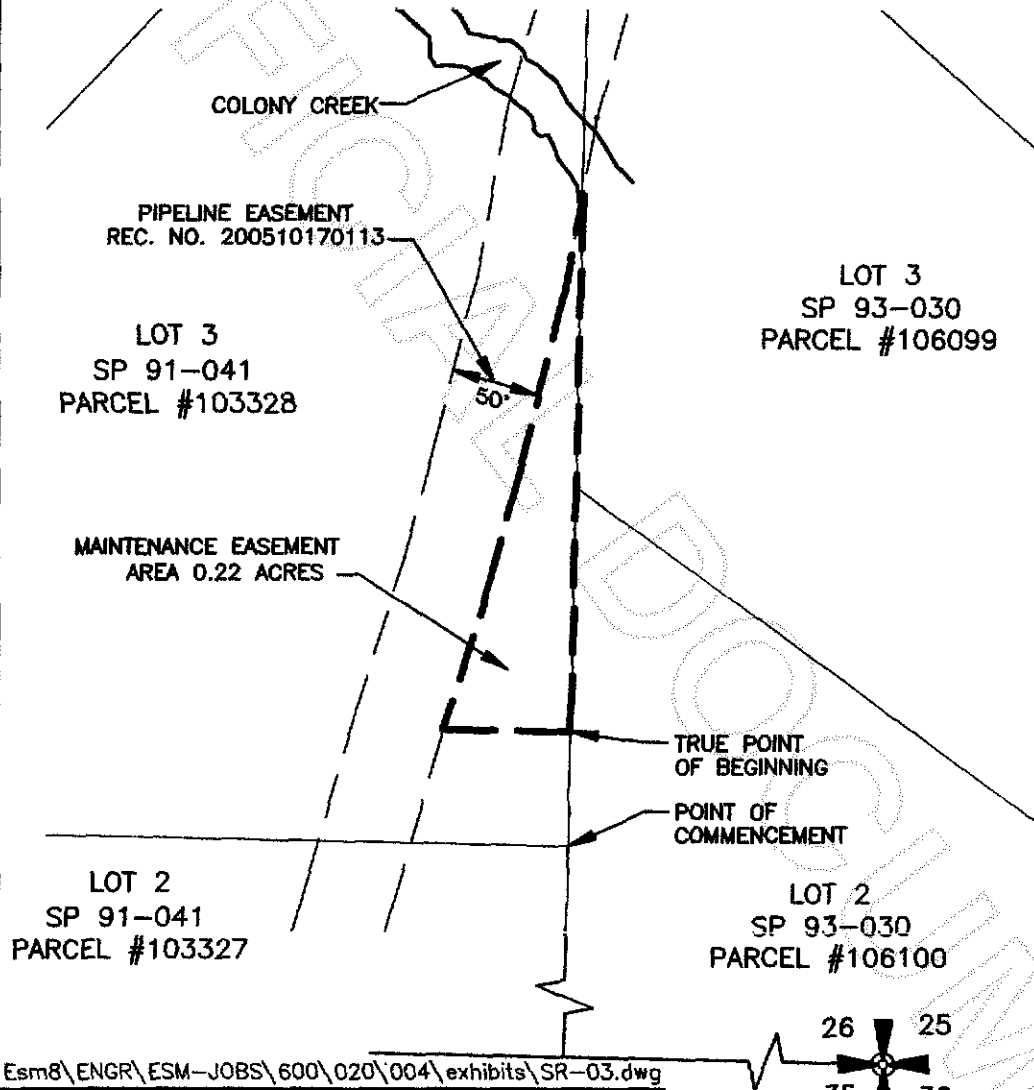
EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION FOR MAINTENANCE AND PERMANENT 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



SCALE: 1" = 100'



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ESM	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

FEDERAL WAY (206) 838-6113
BOTHELL (425) 415-6144
CLE ELUM (509) 874-1906

JOB NO. 600-020-004
DRAWING NAME : SR-03
DATE : 7-24-2007
DRAWN : DWA
SHEET 1 OF 1



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