



200711280126
Skagit County Auditor

11/28/2007 Page 1 of 4 1:32PM

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
PO BOX 24464
SEATTLE, WA 98124-0464
ATTENTION: Patti Chartrey

RIGHT OF WAY EASEMENT

CNG317

City: Mount Vernon
County: Skagit
WO# GG011949

The undersigned **Benjamin E. Nielsen, a single man as to an undivided 32% interest and James L Nielsen and Carol A. Nielsen, husband and wife as to an undivided 68% interest** (hereinafter referred to as the "Grantor"), for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, and warrant to **CASCADE NATURAL GAS CORPORATION**, a Washington corporation (hereinafter referred to as the "Grantee"), a nonexclusive easement over the following described property of the Grantor:

PROPERTY DESCRIPTION:

Parcel A:

Those portions of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of said subdivision, 526.8 feet West of the Northeast corner thereof; thence West, 60 feet; thence South, 594 feet; thence East, 60 feet; thence North, 594 feet to the point of beginning; EXCEPT the North 30 feet thereof for Secondary State Highway 1-G;

EXCEPT from all of the above, the North 10 feet thereof as conveyed to the City of Mount Vernon by Deed recorded under Auditor's File No. 8502050015, records of Skagit County, Washington.

Parcel B:

Those portions of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of said subdivision, 526.8 feet West of the Northeast corner thereof; thence South 594 feet; thence East 180.4 feet; thence North 231 feet; thence West 110 feet; thence North 363 feet; thence West to the point of beginning; EXCEPT the North 30 feet thereof for Secondary State Highway 1-G;

EXCEPT from all of the above, the North 10 feet thereof as conveyed to the City of Mount Vernon by Deed recorded under Auditor's File No. 8502050015, records of Skagit County, Washington.

EASEMENT DESCRIPTION:

A five (5) foot strip of land generally parallel and adjacent to the north property line of the above described parcels, such strip lying 2.5 feet on either side of the centerline of the natural gas main/service line(s) as are or will be installed by Grantee, such location was mutually agreed by the parties.

Assessor's Property Tax Parcel/Account Number(s):

340417-0-089-0001 P25686, 340417-4-002-0007 P26010

The Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas pipeline or pipelines, regulation devices, and metering equipment under, over, through, and across the above-described property. The Grantee is further granted an easement for the nonexclusive right of access to and from said property for the purpose of utilizing the rights herein granted. All improvements in respect to the easement to be installed below grade.

The term "pipeline" includes gas lines, services, machinery, equipment, and facilities related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted.

Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities that may impair or interfere with the rights herein granted.

Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement. All cooperation of the Grantor as required in respect to permits, licenses or governmental action shall be performed by Grantor at no cost to Grantor. All fees for permits, or expenses related thereto shall be borne by the Grantee.

The Grantee agrees to hold the Grantor harmless from any loss, cost or damage resulting from the Grantee of the Grantee's contractors, subcontractor's, agent's or invitees's negligence or willful acts in connections with the use, operation or maintenance of the easement included matters involving pipelines installed under or over the easement premises.

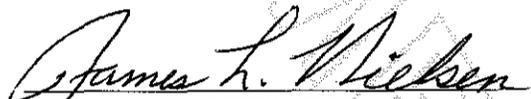
As part of the maintenance, repair or replacement of the said utility, any disturbance of the ground shall be repaired and restored, returning the surface to the same condition as existed before the work commenced, including replacement of lawn, shrubs, sidewalks and landscaping. Such expense shall be borne solely by the Grantee. Grantee, further, shall perform and complete all work within the easement area in an expeditious and timely manner so as not to impede the Grantor's use and access to the property within the easement area.

Grantee shall utilize its easement rights and perform all construction and maintenance within the easement area in accordance with applicable local, state and federal law.

This easement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, the undersigned have executed this easement this 10TH day of NOVEMBER 2007.


BENJAMIN E. NIELSEN


JAMES L. NIELSEN


CAROL A. NIELSEN



200711280126
Skagit County Auditor

