



200809170045

Skagit County Auditor

9/17/2008 Page

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4 10:05AM

Name: Cascade Natural Gas CorporationAttention: Engineering/Right-of-WayAddress: P.O.Box 24464City and State: Seattle, WA 98124-0464Tax Account Number: Portions of P102860, P16605 and P16603
Escrow #: JM-1475SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 17 2008

GG013464

QUIT CLAIM DEED
Easement for Right-of-WayAmount Paid \$
Skagit Co. Treasurer
By *man* Deputy

THE GRANTORS Keith S. Johnson, individually, and Keith S. Johnson and Moni B. Butler, as Co-Personal Representatives of the Estate of Alison R. Johnson, per Skagit County Probate No. 08-4-00063-0,

for and in consideration of none, utility easement only,

conveys and quit claims to Cascade Natural Gas Corporation, a Washington corporation,

the following described real estate, situated in the County of Skagit State of Washington together with all after acquired title of the grantor(s) therein:

A non-exclusive easement over, across and under a strip of land ten (10) feet in width centered on the centerline of the Grantee's facilities as now constructed within those portions of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 33 North, Range 4 East, W.M. and the North $\frac{1}{4}$ of Section 10, Township 33 North, Range 4 East, W.M., as more fully described on Exhibit "A" hereto. This easement description may be superseded at a later date with a surveyed description provided at no cost to the Grantee.

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, though, and across the above-described property. The Grantee is further granted an easement for the non-exclusive right of access to and from said property for the purpose of utilizing the rights herein granted.

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.

The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless for any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

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

Dated this 15 day of August, 2008.

Keith S. Johnson, as Co-Personal Representative

Keith S. Johnson, individually

Moni B. Butler, as Co-Personal Representative

EXHIBIT "A"

PARCEL A:

The Southeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 4 East W.M., EXCEPT the following described tract:
Beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 3;
Thence South 87°31'24" West along the North line of said subdivision, a distance of 212.00 feet to the point of beginning of this description;
Thence South 35°08'43" West, a distance of 189.38 feet;
Thence South 87°31'24" West, a distance of 755.37 feet;
Thence North 02°28'36" West, a distance of 150.00 feet to the North line of the subdivision;
Thence North 87°31'24" East along the North line of said subdivision to the point of beginning of this description.

PARCEL B:

The North 60 feet of the North ½ of the Northwest Quarter of Section 10, Township 33 North, Range 4 East W.M.

PARCEL C:

The North ½ of the North ½ of Section 10, Township 33 North, Range 4 East W.M., EXCEPT road; AND EXCEPT the West 1200 feet of the North ½ of the Northwest Quarter of the Northeast Quarter; AND EXCEPT the North 60 feet of the North ½ of the Northwest Quarter; AND EXCEPT the East ½ of the Northeast Quarter of the Northeast Quarter.

Situate in the County of Skagit, State of Washington.



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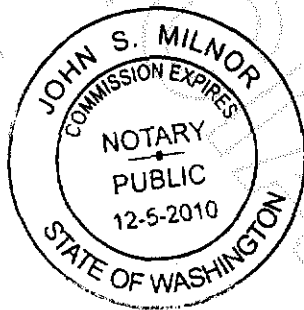
Skagit County Auditor

STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that Keith S. Johnson
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she
was authorized to execute the instrument and acknowledged it as the Co-Personal Representative
of
the Estate of Alison R. Johnson deceased
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



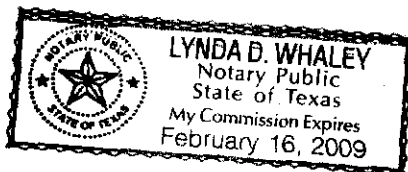
John S. Milnor
Notary Public in and for the State of Washington,
residing at Mount Vernon
My appointment expires 12/5/10

STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that Moni B. Butler
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she
was authorized to execute the instrument and acknowledged it as the Co-personal Representative
of the estate of Alison R. Johnson, deceased of
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Lynda D. Whaley
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____



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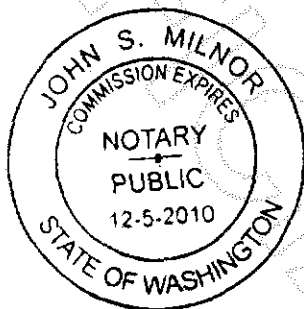
STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Keith S. Johnson

_____ to me known
to be the individual(s) 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 15th day of August, 2008, 19



John S. Milnor
Notary Public in and for the State of Washington,
residing at Mount Vernon,

My appointment expires 12/15/10

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me _____
_____ to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____
signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____



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