

CASCADE NATURAL GAS CORPORATION  
PO BOX 24464  
SEATTLE, WA 98124-0464  
ATTENTION: Engineering / Right Of Way



200909010068  
Skagit County Auditor

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### TEMPORARY WORK AREA & EQUIPMENT STAGING EASEMENT

Chicago Title 620005593

The undersigned **THE HAROLD R. AND DAPHNE I. KENEALY TRUST**, (hereinafter referred to as "Grantor"), for and in consideration of One Dollar (\$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 temporary work and equipment staging easement over the following described property of the Grantor:

Abbreviated Assessor Property Description: A portion of Sec 18, T34N, R4E., W.M.  
Tax Parcel s#: P26054 & P26279

#### Temporary Easement Location

**A STRIP OF LAND 60' (SIXTY FEET) IN WIDTH AS DEPICTED IN THE ATTACHED DRAWING.**

1. **Term:** One hundred eighty days from beginning of pipeline construction. The Grantee agrees to notify Grantor in writing 30 days prior to commencing construction.
2. **Use of Property is Limited to:** This easement shall be used to provide temporary working area and staging area for materials, vehicles, equipment, and machinery needed for gas line construction in an adjacent utility easement or public right-of-way. All equipment, vehicles, and materials placed upon the temporary easement area shall be removed when construction of the pipeline has been completed.
3. **Limitations on Use:** CNGC shall not use the Property for any purpose other than specified in paragraph 2 above. CNGC shall comply with all laws and ordinances applicable to the property and CNGC use thereof.
4. **Indemnity:** CNGC shall construct said gas line in accordance with all applicable laws, rules and regulations. CNGC hereby agrees that **THE HAROLD R. AND DAPHNE I. KENEALY TRUST** will not be held liable for any damages or injuries suffered by CNGC or CNGC agents, employees or contractors while on said Property. CNGC shall indemnify, defend and hold **THE HAROLD R. AND DAPHNE I. KENEALY TRUST** harmless against claims for damages to persons or property, arising as a result of CNGC use of the property herein granted, except any damages, claims, demands, suits or other proceedings or actions caused by negligence of **THE HAROLD R. AND DAPHNE I. KENEALY TRUST**.
5. **Use of Property by THE HAROLD R. AND DAPHNE I. KENEALY TRUST:** This easement is non-exclusive. CNGC shall have non-exclusive use of the Temporary Work & Staging Areas for duration of this easement.
6. **Restoration:** Upon completion of construction, CNGC shall restore the property to as good or better condition as it was prior to use permitted herein as determined jointly by **THE HAROLD R. AND DAPHNE I. KENEALY TRUST** and CNGC. The Grantee agrees to immediately compensate the Grantor and Grantor's tenants or licensee's for any and all crops which are damaged, or destroyed as a result of Grantee's use of this Easement.
7. **Access:** CNGC shall use existing access roads and existing CNGC easement area for access.
8. **Binding Effect.** This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In consideration of the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
SEP 01 2009

Amount Paid \$  
Skagit Co. Treasurer  
By *Mam* Deputy

**ACKNOWLEDGMENT**

In witness whereof, the undersigned have executed this temporary easement this 1<sup>st</sup> day of September, 2009.

EDWARD H. SANDERS & DAPHNE J. SANDERS, as successor trustees of the HAROLD R. & DAPHNE I. KENEALY TRUST, u/d 12-27-1974

*Edward H. Sanders*  
EDWARD H. SANDERS, successor trustee

*Daphne J. Sanders*  
DAPHNE J. SANDERS, successor trustee

State of Washington )  
  ) ss:  
County of Skagit       )

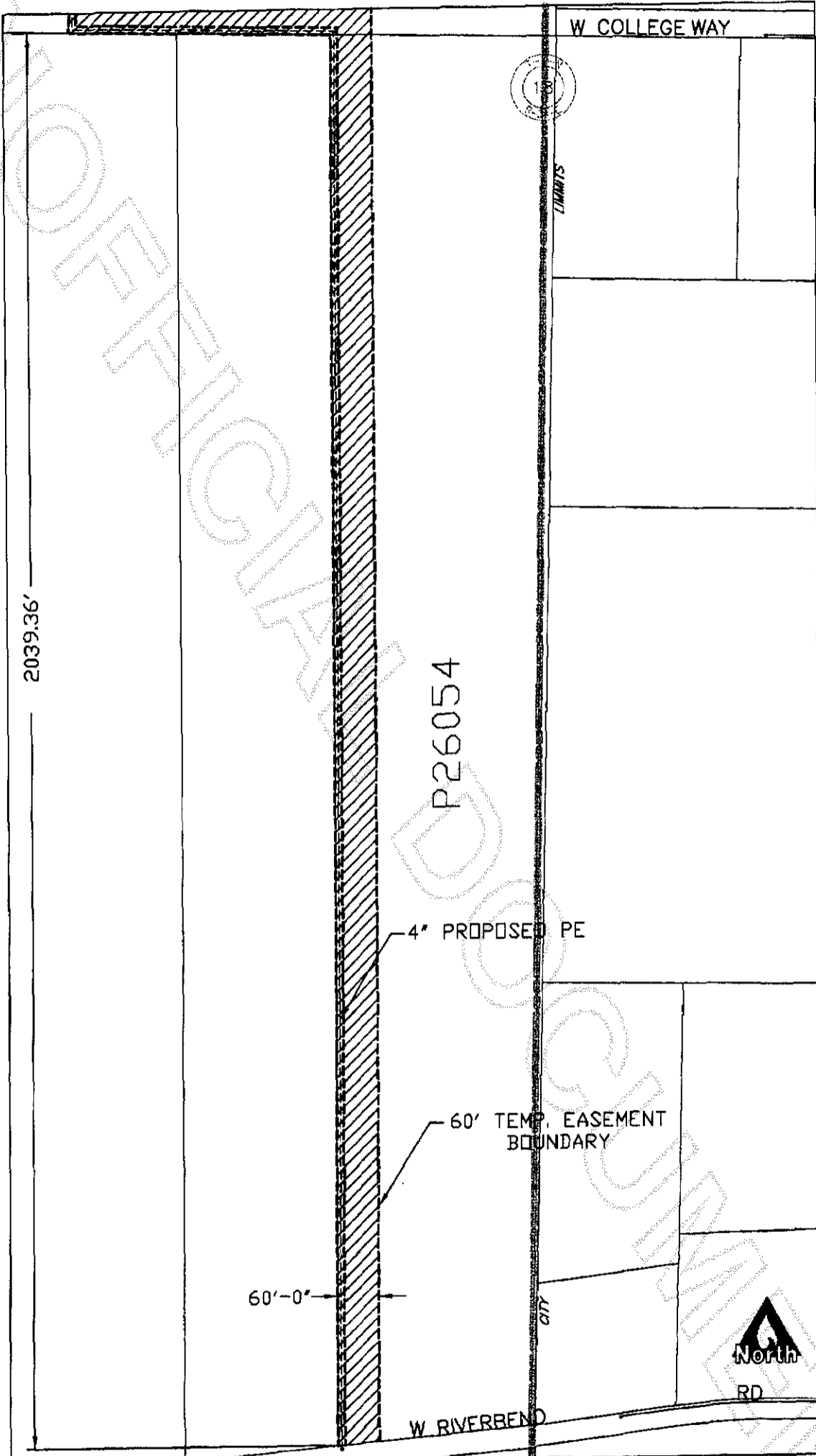
I certify that I know or have satisfactory evidence that EDWARD H. SANDERS and DAPHNE J. SANDERS, known to be the successor trustees of THE HAROLD R. & DAPHNE I. KENEALY TRUST, u/d 12-27-1974, are the persons who appeared before me, and said persons acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.


Dated: September 1, 2009



*Marcia J. Jennings*  
Notary Public  
Print Name Marcia J. Jennings  
My commission expires 10/5/2012



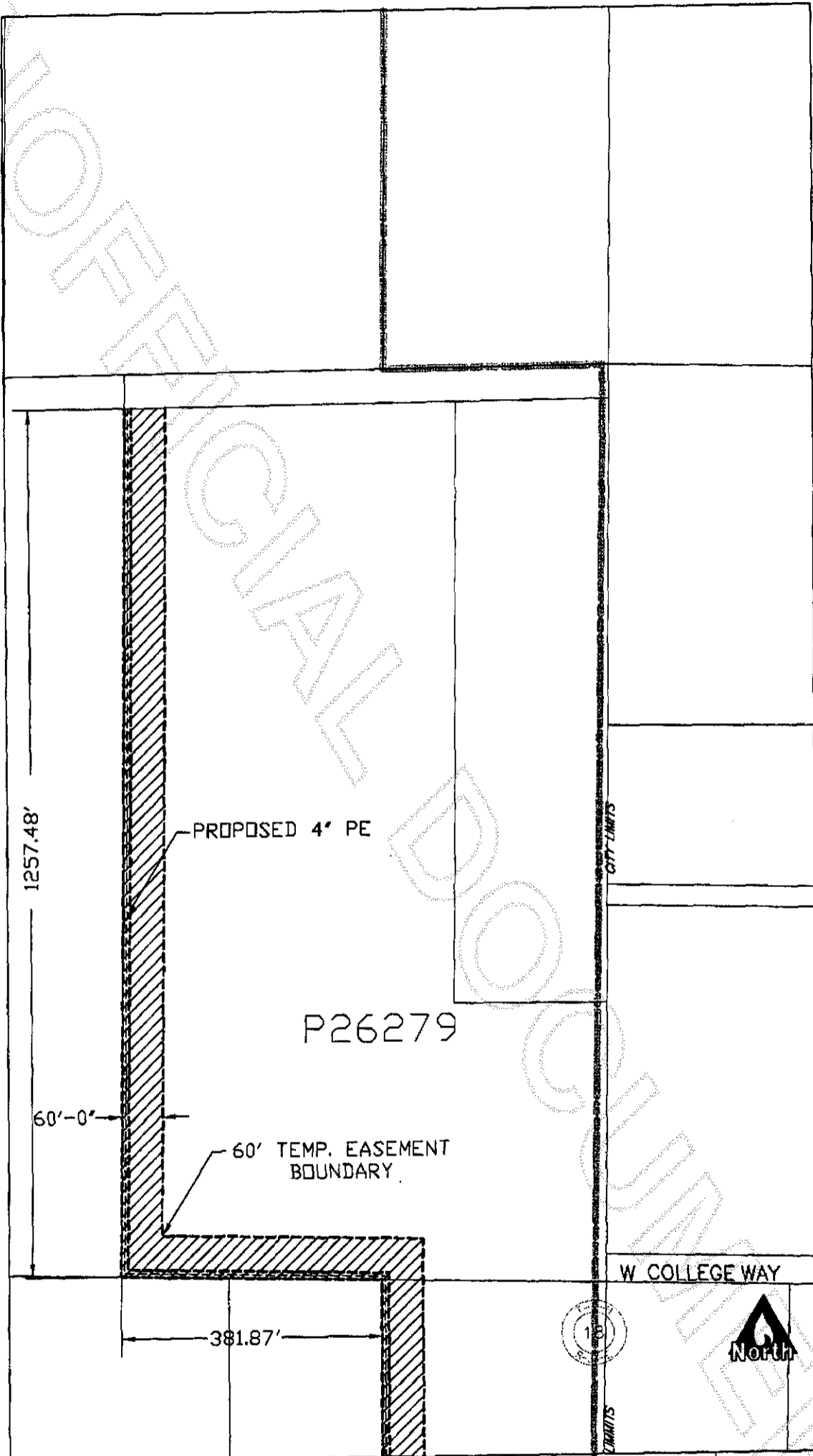


 <p><b>CASCADe NATURAL GAS</b> CORPORATION 222 Fairview Ave N Seattle, WA 98108</p>	Drawn By: TRS	<p>90' TEMP EASEMENT MT VERNON SKAGIT COUNTY</p> <p>PARCEL P26054 SEC18, T34N, R4E</p>	EXHIBIT A
	Engineered By:		
	Scale: NONE		1 of 2
	Date: 8/31/09		
	Project Number: 183187		
Drawing No. 183187_P1			
Permit No. 183187			



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UNOFFICIAL



Drawn By: TRS  
 Engineered By:  
 Scale: NONE  
 Date: 8/31/09  
 Project Number: 163187  
 Drawing No. 163187\_P4  
 Permit No. 163187

60' TEMP EASEMENT  
 MT VERNON  
 SKAGIT COUNTY  
 PARCEL P26279 SEC18,T34N,R4E

EXHIBIT A  
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