



200910050040
Skagit County Auditor

10/5/2009 Page 1 of 2 9:20AM

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
PO BOX 24464
SEATTLE, WA 98124-0464
ATTENTION: Engineering / Right of Way

RIGHT OF WAY EASEMENT

CNG317

City: Sedro Woolley
County: Skagit
Project #: 780-50696

The undersigned **PUBLIC HOSPITAL DISTRICT NO. 304, SKAGIT COUNTY, WASHINGTON, a Municipal Corporation D/B/A UNITED GENERAL HOSPITAL** (hereinafter referred to as the "Grantor"), for and in consideration of mutual benefit of the parties 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:

Lot 7, "CEDAR GROVE ADDITION TO SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 8 of Plats, page 60, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-1" of Land Title Company's Preliminary Commitment No. 117569-SE.

EASEMENT DESCRIPTION:

A STRIP OF LAND TEN (10) FEET IN WIDTH RUNNING PARALLEL AND ADJACENT TO THE NORTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY.

TAX PARCEL NUMBER: P64053

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.

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.

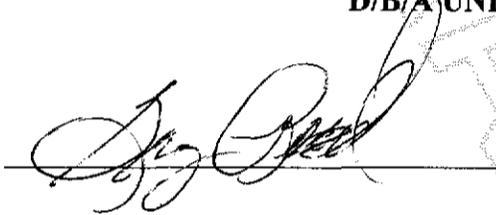
Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement.

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 from 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.

In witness whereof, the undersigned have executed this easement this 15 day of Sept 2009.

**PUBLIC HOSPITAL DISTRICT NO. 304
D/B/A UNITED GENERAL HOSPITAL**



By: **GREG REED**

Its: **CEO**

State of Washington)
County of SKAGIT) ss.

Easement
SKAGIT COUNTY WA
REAL ESTATE EAC

OCT 05 2009

Amount Paid \$
Skagit Co. Treas.
By *MEM*

I certify that I know or have satisfactory evidence that **GREG REED** known to be the **CEO** of **PUBLIC HOSPITAL DISTRICT NO. 304 D/B/A UNITED GENERAL HOSPITAL** is the person who appeared before me, and said person 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: Sept 15, 2009



Notary Public

Print Name SHARON C. AVERILL

My commission expires Feb 22, 2012

