

After Recording Mail to:
Olympic Pipe Line Company
Right of Way Department
2201 Lind Avenue SW Ste. 270
Renton, WA 98057



201005040035
Skagit County Auditor

5/4/2010 Page 1 of 6 10:39AM

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

SK-27

THIS AGREEMENT, made this 26th day of April, 2010, 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, 2319 Lind Avenue SW, Renton, WA 98057 (hereinafter referred to as **GRANTEE**).

In consideration of Ten Dollars (\$10.00) 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 to construct, install, maintain, inspect, repair, replace and protect (in whole or in part), a roughened creek channel within and along Colony Creek, inclusive of rock weirs, rock sills, tree debris and root wads, or other material used in connection therewith or incident thereto, and as described on the attached easement description (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 agrees to indemnify, defend and hold GRANTOR harmless from any environmental contamination and third party causes of action which arise out of the performance by GRANTEE, its consultants and subcontractors, of the work associated with the roughened creek channel installation and access, or out of the performance of the work associated with the roughened creek channel installation and access or GRANTEE'S exercise of any rights granted herein to fulfill any of the obligations imposed pursuant to this Permanent Easement Agreement, except to the extent such contamination or causes of action result from a negligent act or omission of GRANTOR, including their employees, agents or invitees.

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. GRANTEE shall comply with the requirements specified in the Wetland, Stream and Restoration Report Fish Passage Mitigation Project Colony Creek, MP 29.2 Skagit County, Washington File No. 0894-160-02 prepared by Geoengineers Inc., for Olympic Pipe Line Company, dated October 13, 2009, said report was submitted as part of the permit application process for the Grading Permit with SEPA (State Environmental Policy Act) Skagit County, for the Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife, the Nationwide Permit (#18 and #33) Army Corps of Engineers, and for review by the Department of Ecology State of Washington, and GRANTOR acknowledges receipt of said restoration report.

6. GRANTEE shall have the right to construct a temporary access road for ingress and egress as needed and necessary to construct the roughened creek channel and as depicted in the attached plan (Exhibit B).

7. GRANTOR acknowledges and agrees to the removal of three (3) specific trees as described within the Detailed Site Plan for the Colony Creek Fish Passage Mitigation Project drafted by Geoengineers as Drawing No. D-281 Sheet 2 of 6; and GRANTOR acknowledges receipt of said site plan.

8. GRANTEE shall comply with the revegetation plan as described within the Revegetation Plan for the Colony Creek Fish Passage Mitigation Project drafted by Geoengineers as Drawing No. D-281 Sheet 6 of 6; and GRANTOR acknowledges receipt of said revegetation plan.

9. No buildings, temporary or permanent, shall be erected on the easement property.

THE TERMS, CONDITIONS, AND PROVISIONS OF THIS EASEMENT AGREEMENT SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, GRANTEES, SUCCESSORS OR ASSIGNS OF THE PARTIES HERETO. THIS CONTRACT MAY BE ASSIGNED IN WHOLE OR IN PART.

THE PARTIES HERETO MUTUALLY AGREE THAT NOTHING HEREIN SHALL BE DEEMED TO BE A WAIVER OF ANY RIGHTS OR AN ADMISSION BY EITHER PARTY OF ANY LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY ENVIRONMENTAL CONDITIONS ON GRANTOR'S PROPERTY.

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date and year first above written.

1242
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 04 2010

Amount Paid \$ 0
By MF Skagit Co. Treasurer Deputy

GRANTOR:

Robert E. Barden
Robert E. Barden

GRANTEE:

OLYMPIC PIPE LINE COMPANY,
a Delaware corporation

Steven Maulding
Steven Maulding, President



201005040035
Skagit County Auditor

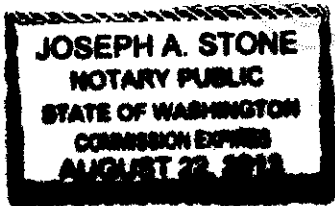
STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

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 26th day of April, 2010

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

My Commission expires: August 22, 2013



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

This instrument was acknowledged before me on this 3 day of May, 2010, by Steven Maulding, 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: 2/9/14



EXHIBIT A

EASEMENT DESCRIPTION:

A PERMANENT EASEMENT ON A PORTION OF LOT 3, SHORT PLAT NO. 91-041, FILED UNDER SKAGIT COUNTY AUDITOR FILE NO. 9112180027, LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 3;
THENCE SOUTH 43°48'06" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 3 A DISTANCE OF 168.84 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 26°57'36" EAST A DISTANCE OF 62.83 FEET;
THENCE SOUTH 54°38'16" EAST A DISTANCE OF 77.40 FEET TO A POINT ON THE WEST LINE OF AN EXISTING OLYMPIC PIPE LINE COMPANY PERMANENT PIPELINE EASEMENT REC. NO. 200510170113;
THENCE SOUTH 16°03'35" WEST ALONG SAID WEST LINE A DISTANCE OF 49.20 FEET;
THENCE SOUTH 62°04'44" EAST A DISTANCE OF 12.40 FEET;
THENCE SOUTH 26°21'03" WEST A DISTANCE OF 55.34 FEET TO A POINT ON SAID WEST LINE;
THENCE NORTH 51°42'11" WEST A DISTANCE OF 69.39 FEET;
THENCE NORTH 33°13'46" WEST A DISTANCE OF 44.50 FEET;
THENCE NORTH 19°55'45" WEST A DISTANCE OF 32.53 FEET;
THENCE NORTH 36°17'03" EAST A DISTANCE OF 18.39 FEET;
THENCE NORTH 25°48'47" WEST A DISTANCE OF 46.20 FEET TO A POINT ON THE SAID WESTERLY BOUNDARY LINE OF LOT 3;
THENCE NORTH 43°48'06" EAST ALONG SAID WESTERLY BOUNDARY LINE A DISTANCE OF 50.24 FEET TO THE TRUE POINT OF BEGINNING;

EASEMENT CONTAINING 12,838 SQUARE FEET MORE-OR-LESS.



201005040035
Skagit County Auditor

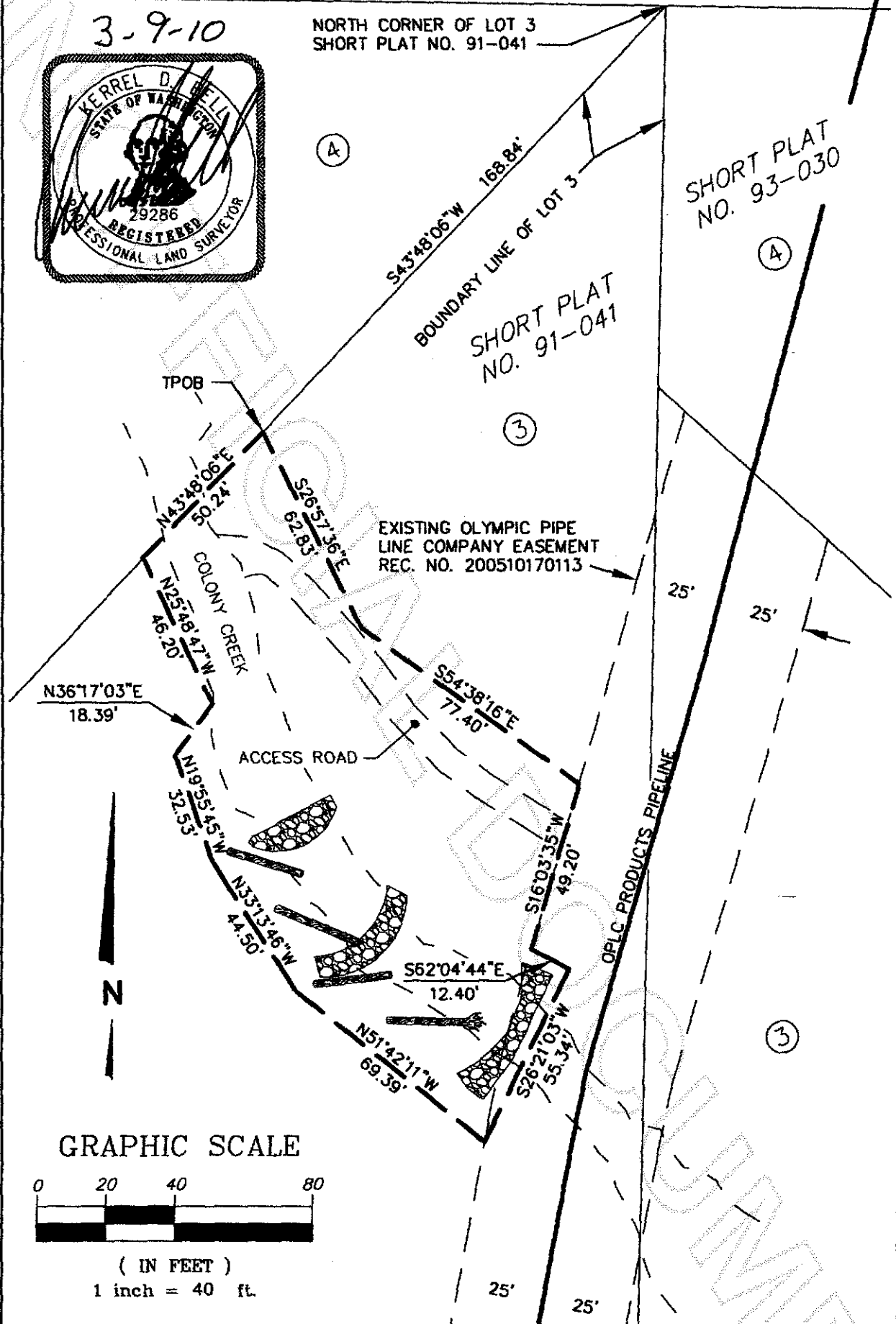
EXHIBIT B

3-9-10



NORTH CORNER OF LOT 3
SHORT PLAT NO. 91-041

SHORT PLAT
NO. 93-030



OLYMPIC PIPE LINE COMPANY COLONY CREEK PERMANENT EASEMENT EXHIBIT



PACIFIC GEOMATIC SERVICES, INC.

LAND SURVEYING & MAPPING SERVICES
QUALITY SERVICE - CREATIVE SOLUTIONS

6608 216TH STREET SW, STE. 304
MOUNTLAKE TERRACE, WA 98043
PHONE: (425) 778-5620 FAX: (425) 775-2849
WEB: www.PacGeoInc.com

PGS INC

DWN BY: MRN

CHK.

SCALE: 1" = 40'

JNM

DATE: 03/09/2010

JOB NUMBER

SHEET

09-059-01

1 OF 1



201005040035

Skagit County Auditor