



201010290090
Skagit County Auditor

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: Mt. Vernon
County: Skagit
Project #: 163187

Re Record Document # 201003260070.

The undersigned **WELLS NURSERY, LLC**, a Washington limited liability company (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"), an exclusive pipeline easement over the following described property of the Grantor:

PROPERTY DESCRIPTION:

The North 48 feet, 5 inches of the East 689 feet, 4 inches of the Southeast ¼ of the Northwest ¼ of Section 18, Township 34 North, Range 4 East, W.M.

Situated in the County of Skagit, State of Washington.

EASEMENT DESCRIPTION:

A STRIP OF LAND TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET ON EACH SIDE OF THE CENTER LINE OF GRANTEE FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY.

TAX PARCEL NUMBER: P26275

The Grantee is granted the right only to construct, install, operate, maintain, protect, improve, repair, replace, and abandon in place one natural gas pipeline under, through, and across the above-described property. The Grantee is further granted an easement for the 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. Permissible activities may include but are not limited to the ability to plant, grow, maintain and harvest crops or any other agriculturally or business related activities on said property and easement.

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

ORIGINAL

