



201303010108

Skagit County Auditor

3/1/2013 Page

1 of

3 2:40PM

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
8113 W Grandridge Blvd
Kennewick WA 99336-7166
ATTENTION: Engineering / Right of Way

RIGHT OF WAY EASEMENT

CNG317

Chicago Title has placed this
document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

City:
County:
Project #:

James
Tesh

620018229-M

The undersigned (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:

A portion of Lot 3, Lot 4, Lot 5, and Lot 6 of the PLAT OF CREEKESIDE MEADOWS per plat recorded under AF#201002090002, records of Skagit County, Washington.

EASEMENT DESCRIPTION:

A Private Road and Utility Easment for installation, operation and maintenance of a gas line, over, across and through those portions of Lot 3, Lot 4, Lot 5, and Lot 6 of the PLAT OF CREEKESIDE MEADOWS per plat recorded under AF#201002090002, records of Skagit County, Washington which mirrors the Deschutes Court Easement Detail as shown on page 2 of 4 of the recorded plat documents.

TAX PARCEL NUMBER:

(Lot 3) P130046 4991-000-003-0000
(Lot 4) P130047 4991-000-003-0000
(Lot 5) P130048 4991-000-003-0000
(Lot 6) P130049 4991-000-006-0000

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 01 2013

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

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.

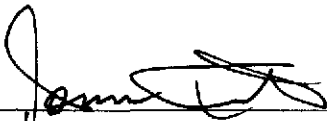
Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities that may impair or interfere with the rights herein granted.

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.

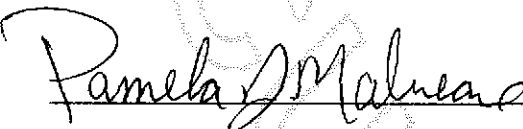
In witness whereof, the undersigned have executed this easement this 27th day of February 2013.



State of WASH)
) ss.
County of KING)

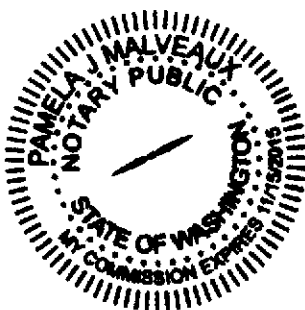
I certify that I know or have satisfactory evidence that JAMES TOSTI is the person who appeared before me, and said person acknowledged that ~~he~~she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: February 27, 2013

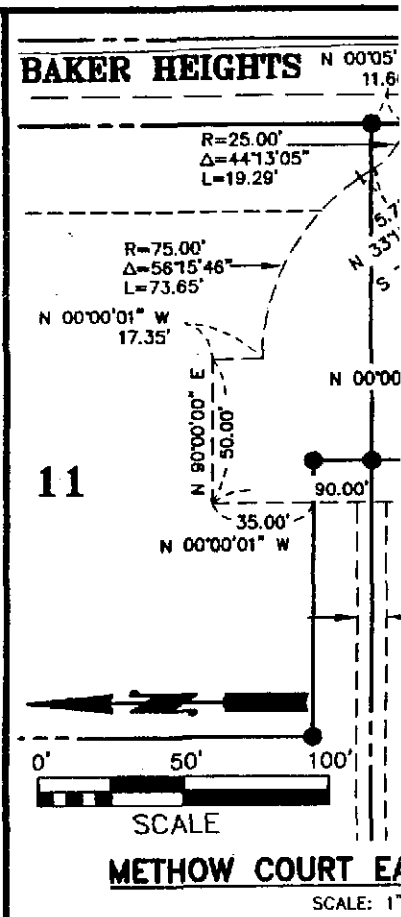
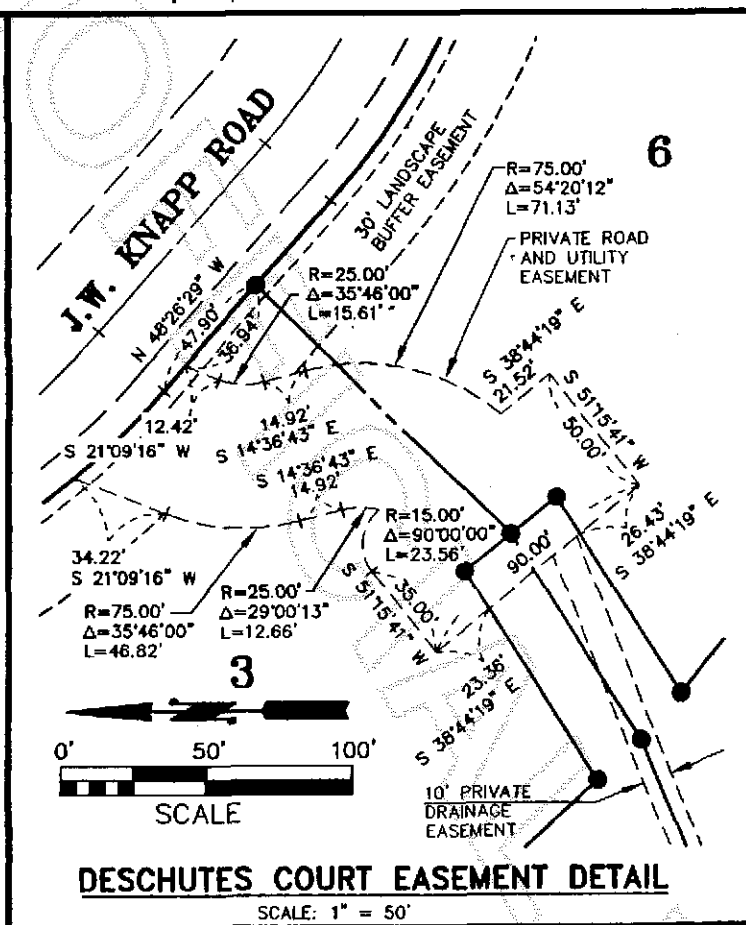


Notary Public
Print Name PAMELA J. MALVEAUX

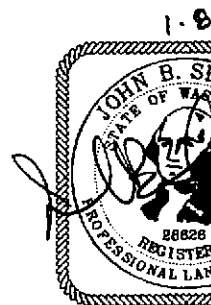
My commission expires 11/15/2015



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25. MITIGATION OF SCHOOL IMPACTS SHALL BE MADE BY LOT OWNERS IN ACCORDANCE WITH THE SEDRO-WOLLEY DISTRICT CAPITAL FACILITIES PLAN AT THE TIME OF ISSUANCE OF BUILDING PERMITS.
26. LEGAL DESCRIPTION FOR THIS TOPOGRAPHIC SURVEY IS FROM SUBDIVISION GUARANTEE FROM FIRST AMERICAN TITLE INSURANCE COMPANY, GUARANTEE NO. H-932789, DATED MARCH 21, 2009.
27. THIS PROPERTY IS SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, AND OTHER INSTRUMENTS OF RECORD INCLUDING BUT NOT LIMITED TO THOSE INSTRUMENTS DESCRIBED IN THE TITLE REPORT MENTIONED IN NOTE NUMBER 26 ABOVE AND BEING RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBERS: 119184, 543046, 7912190032, 8706160048, 200205280264, 200609140059, 200609140060, 200611080126, 200701040111, 200702120001, 200710190059, 200909090086, 200812120075, 200812120076, 200812120077, 200812120078, 200901220033, 200902230048, 200804090064 AND 200808180094



SHEET 2 OF 4 CREEKSIDE



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