



201410010009

Skagit County Auditor

\$76.00

10/1/2014 Page

1 of

5 8:44AM

WHEN RECORDED RETURN TO:

CASCADE NATURAL GAS CORPORATION  
8113 West Grandridge Blvd  
Kennewick, WA 99336

ATTENTION: Engineering

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 01 2014

Amount Paid \$ /  
Skagit Co. Treasurer  
By *MB* Deputy

**RIGHT OF WAY EASEMENT**

CNG317

City: Sedro Woolley  
County: Skagit  
W.O. #:

*Granite Holdings LLC*

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:**

PARENT PARCEL

*P-39391*

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH,  
RANGE 5 EAST, W.M. LYING NORTHERLY OF MCGARIGLE ROAD,

**EASEMENT DESCRIPTION:**

THE SOUTHERLY LEG OF THE GAS LINE EASEMENT, COUPLED WITH A TEMPORARY  
CONSTRUCTION EASEMENT BEING STRIPS OF LAND OF VARIOUS WIDTHS OVER, UNDER AND  
UPON THE DESCRIBED PARENT PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF CALKIN PLACE AND MCGARIGLE  
ROAD FROM WHICH MCGARIGLE ROAD BEARS NORTH 43°36'35" EAST; THENCE SOUTH 43°36'35"  
WEST ALONG THE CENTERLINE OF SAID ROAD 542.39 FEET TO THE INTERSECTION WITH THE  
WESTERLY MARGIN OF THAT CERTAIN 125 FOOT EASEMENT GRANTED TO UNITED STATES OF  
AMERICA FOR POWER TRANSMISSION PURPOSES UNDER AUDITORS FILE NUMBER 400408  
RECORDS OF SKAGIT COUNTY; THENCE NORTH 39°19'06" WEST ALONG THE SOUTHERLY  
MARGIN OF SAID U.S.A. EASEMENT 25.19 FEET TO THE INTERSECTION WITH THE NORTHERLY  
MARGIN OF MCGARIGLE ROAD AND TRUE POINT OF BEGINNING OF A GAS LINE AND A  
TEMPORARY CONSTRUCTION EASEMENTS, FROM THIS POINT THE STRIP EASEMENTS SHALL  
PARALLEL THIS DESCRIPTION LINE AND SHALL BE OF VARYING WIDTHS AS FOLLOWS, USING  
THE DIRECTION OF THIS DESCRIPTION AS IT TRAVERSES NORTHERLY, THE LEFT SIDE OF THE  
LINE IS A STRIP OF LAND 15.00 FEET IN WIDTH FOR A TEMPORARY CONSTRUCTION EASEMENT  
AND THE RIGHT SIDE OF THE LINE IS A STRIP OF LAND 10.00 FEET IN WIDTH FOR A GAS LINE  
EASEMENT OF WHICH THE SOUTHERLY EASEMENT MARGINS SHALL BE EITHER LENGTHENED  
OR SHORTENED TO START AT THE NORTHERLY MARGIN OF THE MCGARIGLE ROAD; THENCE  
NORTH 39°19'06" WEST ALONG THE SOUTHERLY MARGIN OF SAID U.S.A. EASEMENT 317.41 FEET;  
THENCE LEAVING SAID U.S.A. EASEMENT NORTH 67°37'35" WEST 137.28 FEET TO THE TERMINUS  
OF THE SOUTH LEG OF THE TEMPORARY STRIP EASEMENT AND FROM THIS POINT THE  
PERMANENT GAS EASEMENT SHALL BE A STRIP OF LAND 30.00 FEET IN WIDTH BEING 20.00 FEET  
LEFT AND 10.00 FEET RIGHT OF THIS DESCRIBED LINE; THENCE NORTH 67°37'35" WEST 20.80  
FEET TO REFERENCE POINT "A"; THENCE NORTH 67°37'35" WEST 7.50 FEET TO REFERENCE  
POINT "B"; THENCE NORTH 67°37'35" WEST 1.70 FEET TO THE TERMINUS OF THE DESCRIPTION

FOR THE SOUTHERLY LEG OF THE GAS LINE EASEMENT AND THE STRIP MARGINS SHALL END AT RIGHT ANGLES TO LAST SAID COURSE AT ITS TERMINATION.

AREA OF THE SOUTHERLY TEMPORARY EASEMENT IS 6,777 S.F.

AREA OF THE SOUTHERLY GAS LINE EASEMENT IS 5,466 S.F.

TOGETHER WITH THE NORTHERLY LEG OF THE GAS LINE EASEMENT, BEING COUPLED WITH A TEMPORARY CONSTRUCTION EASEMENT ALL BEING STRIPS OF LAND OF VARIOUS WIDTHS OVER, UNDER AND UPON THE DESCRIBED PARENT PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE BEFORE-MENTIONED REFERENCE POINT "A" THENCE NORTH 22°22'25" EAST 10.00 FEET TO THE NORTHERLY MARGIN OF THE SOUTHERLY LEG OF THE GAS LINE EASEMENT AND TRUE POINT OF BEGINNING OF THE NORTHERLY LEG OF THE TEMPORARY CONSTRUCTION AND GAS LINE EASEMENTS, THE STRIP EASEMENTS SHALL PARALLEL THIS DESCRIBED LINE AS IT TRAVERSES NORTHERLY, USING THE DIRECTION OF THIS LINE, THE LEFT SIDE OF THE LINE IS A STRIP OF LAND 10.00 FEET IN WIDTH FOR A GAS LINE EASEMENT AND THE RIGHT SIDE OF THE LINE IS A STRIP OF LAND 15.00 FEET IN WIDTH FOR TEMPORARY CONSTRUCTION; THENCE CONTINUING NORTH 22°22'25" EAST 188.01 FEET; THENCE NORTH 39°19'04" WEST 94.40 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THAT CERTAIN 50 FOOT CASCADE NATURAL GAS PIPELINE EASEMENT UNDER AUDITORS FILE NUMBER 8211090035 AND ITS DESCRIPTION TERMINUS AND THE MARGINS OF SAID EASEMENTS SHALL BE PROLONGED OR SHORTENED SO TO TERMINATE AT THE SOUTHERLY LINE OF SAID 50 FOOT GAS EASEMENT LINE.

AREA OF THE NORTHERLY TEMPORARY EASEMENT IS 4,354 S.F.

AREA OF THE NORTHERLY GAS LINE EASEMENT IS 2,772 S.F.

ALSO TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER, UNDER AND UPON THE DESCRIBED PARENT PARCEL BEING A STRIP OF LAND OF VARIOUS WIDTHS AS FOLLOWS:

COMMENCING AT BEFORE-MENTIONED REFERENCE POINT "B" THENCE NORTH 22°22'25" EAST 10.00 FEET TO THE NORTHERLY MARGIN OF THE SOUTHERLY LEG OF THE GAS LINE EASEMENT AND TRUE POINT OF BEGINNING OF THE SAID ACCESS EASEMENT, THE EASEMENT BEING A STRIP OF LAND OF VARIOUS WIDTHS STARTING BY BEING A STRIP 25.00 FEET WIDE LYING 7.50 FEET LEFT AND LYING 17.50 FEET RIGHT IN THE DIRECTION OF THIS DESCRIPTIONS TRAVERSES NORTHERLY; THENCE NORTH 22°22'25" EAST OF SAID WIDTHS 22.50 FEET TO A CHANGE IN WIDTH AND FROM THIS POINT TO ITS TERMINUS THE STRIP SHALL BE 15.00 FEET WIDE LYING 7.50 FEET ON EACH SIDE OF THE DESCRIPTION LINE; THENCE NORTH 22°22'25" EAST 30.54 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 59°04'47", AN ARC LENGTH OF 108.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 115.00 FEET, THROUGH A CENTRAL ANGLE OF 38°18'19", AN ARC LENGTH OF 76.88 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THAT CERTAIN 50 FOOT CASCADE NATURAL GAS PIPELINE EASEMENT UNDER AUDITORS FILE NUMBER 8211090035 AND ITS DESCRIPTION TERMINUS AND THE MARGINS OF SAID EASEMENTS SHALL BE EITHER LENGTHENED OR SHORTENED TO TERMINATE AT THE SOUTHERLY LINE OF SAID 50 FOOT GAS EASEMENT LINE.

AREA OF THE ACCESS EASEMENT IS 3,793 S.F.



IT IS UNDERSTOOD THAT SAID TEMPORARY CONSTRUCTION EASEMENT IS THAT AND SHALL TERMINATE UPON COMPLETION OF CONSTRUCTION OF THAT PORTION OF THE GAS LINE .

GRANTEE SHALL BE GRANTED A TEN FOOT WIDE ALL WEATHER ACCESS WITHIN THE EXISTING GAS PIPELINE EASEMENT AFN 821109 0035 UPON COMPLETION OF FUTURE DEVELOPMENT. THE FUTURE ROAD WILL BECOME THE PRIMARY ACCESS TO THE NEW REGULATOR STATION. ONLY THAT PORTION OF AFN 821109 0035 MINIMALLY NECESSARY TO PROVIDE THIS IMPROVED ACCESS SHALL BE GRANTED. GRANTEE SHALL BE RESPONSIBLE FOR FUTURE ACCESS CONSTRUCTION COSTS.

**TAX PARCEL NUMBER: P-39391**

**Prior to work commencing** the Grantor and Grantee shall negotiate and agree upon damages.

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.

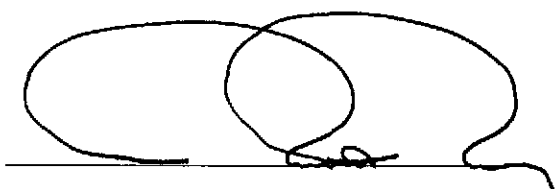
Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities that may impair or interfere with the rights herein granted.

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 26th day of September 2014.



Granite Holdings, LLC  
Managing Member.

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201410010009

Robert H. Ruby - Managing Member of Granite Holdings, LLC Title

State of Washington )  
) ss.  
County of )

I certify that I know or have satisfactory evidence that Robert H. Ruby, a managing member of Granite Holdings, LLC 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: September 26, 2014

Kay Lynn Martin

Notary Public

Print Name Kay Lynn Martin

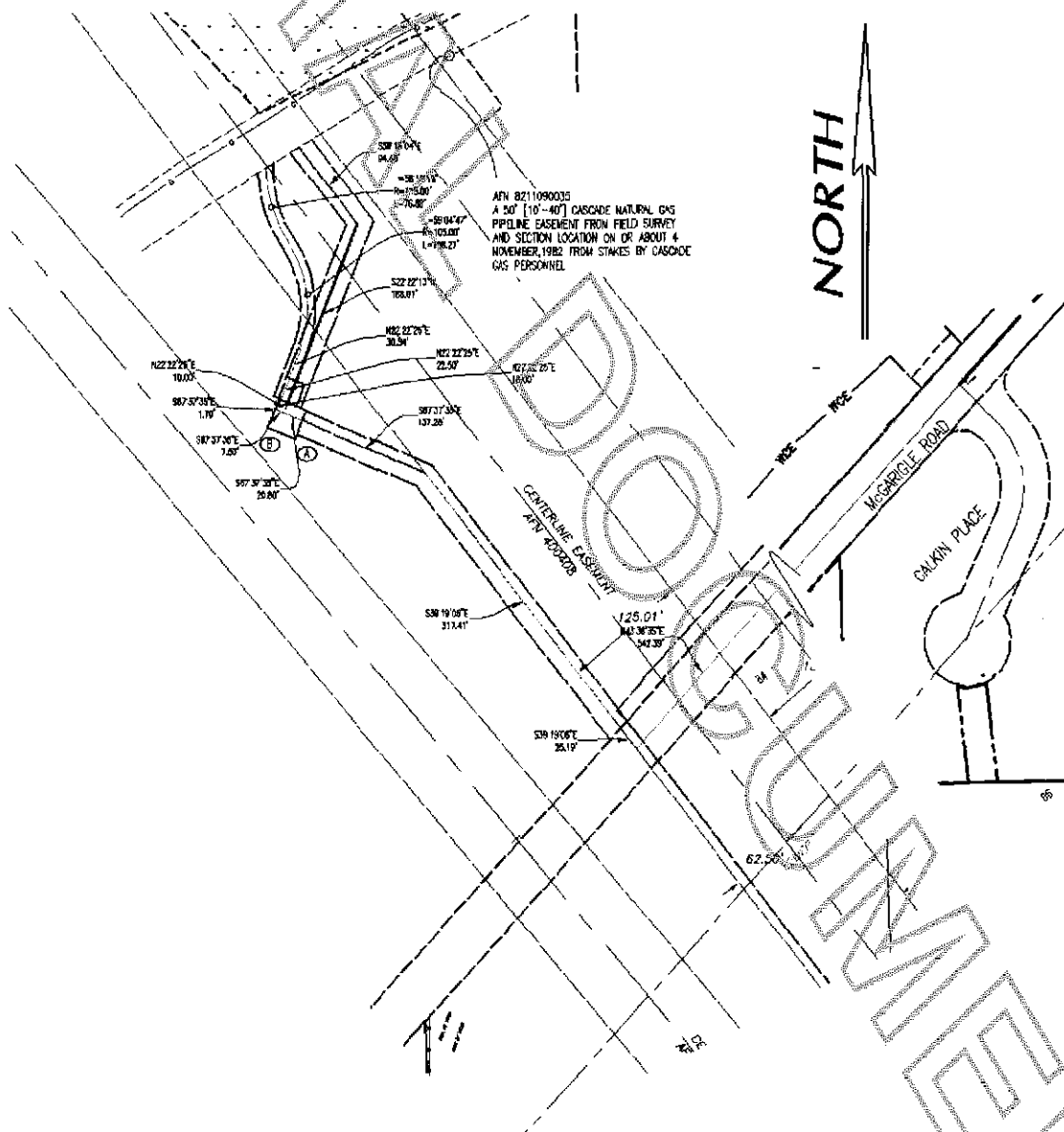
My commission expires 12/29/2015



201410010009

EXHIBIT B

SITE PLAN



201410010009