

UNRECORDED

This Document prepared by
and when recorded return to:
Olympic Pipe Line Company
c/o Lisa Krenz
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 900
Chicago, IL 60606



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Skagit County Auditor

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7/31/2017 Page

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PERMITTED FACILITIES AGREEMENT

DATE: May 22, 2017

GRANTOR: Olympic Pipe Line Company
30 South Wacker Drive
Chicago, IL 60606

GRANTEE: Cheryl R. Bishop
16542 Country Club Drive
Burlington, WA 98233

REFERENCE: Olympic File: 3676- SK-57 : Database 9870
APN(s): 340302 4 003 0004, 3888 000 004 0007 & 340302 4 003 0104

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Olympic Pipe Line Company** a Delaware corporation, (hereinafter called "OLYMPIC"), is the present owner of a right of way and easement, (hereinafter called the "Easement" whether one or more), in, over, through, under and across the following described parcel of land in Skagit County, Washington:

Section 2, Township 34 North, Range 3 East, W.M., more clearly described on
Exhibit A attached hereto; and

granted by Howard Parker and Emma Parker, George Weiland and Bernadette Weiland, James W. McNett and Anna McNett, Eugene Pearce and Farrell J. Pearce, Richard Cady and Elizabeth A. Cady, Lennart A. Anderson and Pauline Anderson; C.W. Wuest and Neil F. Wuest, to OLYMPIC, its successors and assigns, dated April 3, 1964 and recorded May 14, 1964 in Volume 338D, Page 247, as Document 650523 in the Office of the Recorder of Skagit County, Washington.

RECORDED

WHEREAS pursuant to the Easement, OLYMPIC owns, maintains and operates a pipeline or pipelines with equipment, appurtenances and apparatus thereto, if any (hereinafter collectively called "Pipeline") within the Easement; and

WHEREAS **Cheryl R. Bishop** (hereinafter called "LANDOWNER") has subsequently acquired title to a tract of land legally described in Exhibit B attached hereto and made a part hereof, being all or a part of the same land covered by the Easement; and

WHEREAS, LANDOWNER has requested OLYMPIC to consent to certain improvements including a permanent paved driveway; (hereinafter called "Permitted Facilities"), which would be within the Easement.

NOW, THEREFORE, in reliance on the aforesaid representation and the mutual covenants herein contained, notwithstanding any of the provisions of the Easement which prohibit such construction within the Easement, OLYMPIC hereby consents and agrees, insofar as it has the lawful right so to do, to the construction and maintenance of the Permitted Facilities within the Easement, subject to the following terms and conditions:

- 1) OLYMPIC has the right to remove portion(s) of the Permitted Facilities as necessary in OLYMPIC's sole discretion in the exercise of its rights under the Easement. After OLYMPIC has completed any work necessitating the removal of the Permitted Facilities or any portion thereof, LANDOWNER shall be responsible for replacing and repairing the Permitted Facilities, OLYMPIC shall not be responsible for any damage to the Permitted Facilities and LANDOWNER releases OLYMPIC from all costs, losses or damages directly or indirectly arising from OLYMPIC's removal of portions of the Permitted Facilities.
- 2) LANDOWNER shall release, defend, indemnify and hold harmless OLYMPIC and its affiliates, and its and their agents, employees, officers, directors, insurers, contractors, subcontractors, representatives, successors and assigns (the "OLYMPIC Parties") from and against any and all actions, claims, settlements, judgments, demands, liens, losses, liabilities, damages, fines, penalties, interest, costs, expenses (including, without limitations, expenses attributable to the defense of any actions or claims), and reasonable attorney's fees and other legal expenses and costs, (collectively "losses") arising out of (a) injury, or death of persons (including any OLYMPIC Party or any employee, contractor or subcontractor of OLYMPIC or (b) damage to or loss of any property (including that of any OLYMPIC Parties or any employee, contractor or subcontractor of OLYMPIC or (c) harm to the environment, caused by, arising out of, or resulting from, either directly or indirectly, the activities contemplated under this agreement, regardless of whether such losses are caused or contributed to (or allegedly caused or contributed to) by the joint, concurrent or any other form of negligence, strict liability (statutory or otherwise) or other fault of any OLYMPIC Party, or a preexisting condition, but excluding any losses to the extent caused by the sole, or gross negligence or willful misconduct of any OLYMPIC Party.
- 3) All costs and expenses for constructing, operating, maintaining and removing the Permitted Facilities shall be borne solely by LANDOWNER, its successors and assigns.

- 4) LANDOWNER shall not commence with any excavation or construction on or near the Easement without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so OLYMPIC can arrange to have a representative present when LANDOWNER or their contractor are working in close proximity to the Easement.
- 5) OLYMPIC may, at its sole discretion, elect to have a representative on site during LANDOWNER's excavation or construction activities in close proximity to OLYMPIC's Easement and LANDOWNER herein acknowledges that OLYMPIC's representative shall have full authority to stop any of LANDOWNER's excavation or construction related activities within 25 ft of OLYMPIC's Pipeline if OLYMPIC's representative, in his/her sole discretion, feels LANDOWNER's activities could result in damage to OLYMPIC's Pipeline.
- 6) LANDOWNER shall immediately cease work and notify OLYMPIC if OLYMPIC's Pipeline is struck by any means of earth disturbing equipment so OLYMPIC can inspect its Pipeline, and if required, make all necessary repairs.
- 7) LANDOWNER shall require its contractor to follow the general excavation and construction requirements outlined in Exhibit C and the requirements as shown in the engineering approval letter outlined in Exhibit D, both attached hereto, when performing activities contemplated under this Agreement.
- 8) All associated utilities will be allowed 2 feet below OLYMPIC's Pipeline.
- 9) No buildings or structures are permitted within the Easement.

All notices shall be sent by United States registered or certified mail, return receipt requested, and shall be addressed to the parties at the address first mentioned above or at such other address as the parties may direct.

The Easement shall remain in full force and effect except as modified and changed by this Agreement.

If any one or more of the provisions of this Agreement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be affected.

The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and insure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

Olympic Pipe Line Company,

Cheryl R. Bishop

By: Marc Horn

Cheryl R. Bishop

Name: Marc Horn
Please Print

Title: President

ACKNOWLEDGMENT

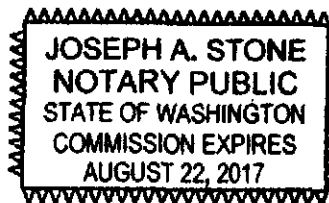
THE STATE OF Washington
COUNTY OF King

Before me, a Notary Public in and for said County and State, on this day personally appeared Marc Horn, known to me to be the President, of Olympic Pipe Line Company, a corporation of the State of Delaware, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 12th day of July, 2017.

Joseph A. Stone
Notary Public

My Commission Expires: Aug. 22, 2017



ACKNOWLEDGMENT

THE STATE OF Washington
COUNTY OF Skagit

Before me, a Notary Public in and for said County and State, on this day personally appeared Cheryl R. Bishop, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal of office this 17th day of June, 2017.

Nancy H. Galbreath
Notary Public

My Commission Expires: 01-25-2021

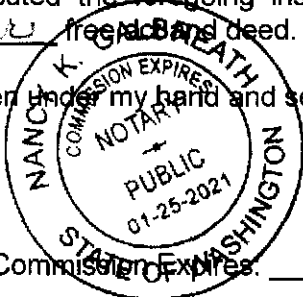


Exhibit A

The easement and right of way strip herein granted, being 25 feet in width, described as follows:

Beginning at a point on the North line of the Eugene Pearce et al property, said property being the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2, T-34-N, R-3-E of the Willamette Meridian, Skagit County, Washington. Said point of beginning being located 14 feet Westerly along said North line from the Northeast corner of said property; thence S 06° 12' 50" W, 784 feet; thence S 00° 27' 10" E, 175 feet; thence S 29° 58' 10" E, 111 feet; thence S 12° 48' 50" W, 73 feet; thence S 18° 58' 30" E, 233 feet; thence S 01° 56' 30" E, 473 feet; thence S 01° 40' 30" E, 141 feet; thence S 01° 08' 30" E, 199 feet; thence S 00° 36' 30" E, 520 feet, to a point on the South line of said property. Said point being located 15 feet Westerly along said line from the Southeast corner of said property, together with the right of ingress and egress to and from said line.

Exhibit B

PARCEL "A":

Lot 1, Short Plat No. PL08-0286, approved June 3, 2011, recorded June 3, 2011, under Auditor's File No. 201106030058, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 2, Township 34 North, Range 3 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under, across and through the Easterly 20.00 feet, as measured at right angles to the East line and the Northerly projection of the East line of Lot 4, "COUNTRY CLUB ADDITION NO. 3," as per plat recorded in Volume 8 of Plats, page 82, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Lot 4, "COUNTRY CLUB ADDITION NO. 3," as per plat recorded in Volume 8 of Plats, page 82, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Lot 2, Short Plat No. PL08-0286, approved June 3, 2011, recorded June 3, 2011, under Auditor's File No. 201106030058, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 2, Township 34 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

Exhibit C

OLYMPIC PIPE LINE COMPANY / BP PIPELINES NA INC GENERAL CONSTRUCTION & RIGHT OF WAY REQUIREMENTS

Olympic Pipe Line Company ("OPLC"), which is operated by BP Pipelines (North America) Inc. ("BP"), is committed to environmental stewardship and maintaining the safety of its employees, contractors and the general public. The pipelines BP/OPLC operates transport various liquids at high pressure, and do so very safely each and every day. There are however, potential hazards associated with construction or excavation work around pipelines. As a result of these potential hazards, and in compliance with the requirements imposed upon BP/OPLC as an industry regulated by the U.S. Department of Transportation and Office of Pipeline Safety, the following list of general requirements for working on the Pipeline rights-of-way has been compiled.

General Safety Requirements

- Washington and Oregon Underground Utility Locating Services "One Call" must be contacted at least 48 hours (2 business days following the placement of the call) before any construction and or excavation activities are initiated within the pipeline right of way so that OPLC may have a representative present to ensure that there are no conflicts with the pipeline. The **One Call number in Washington and Oregon is "811"** or, you may enter a ticket online at www.callbeforeyoudig.org. There is no cost to the third party contractor to use the One-Call Notification service. However, failure to utilize the One-Call service can be quite costly in terms of unnecessary risk for the contractor/excavator, their employees, innocent bystanders, personal property of other and the environment; as well as potential civil penalties and/or fines (Washington State RCW 19.122.030 and Oregon State OAR 952-001-0050.)
- To have the pipeline physically located and depth verified, please call OPLC's Field Project Office at **(425) 235-7767**.
- OPLC requires a representative/inspector on site when any work is being performed within ten feet (10') of the pipeline(s) or if the reach of mechanized equipment is capable of extending within ten feet (10') of the pipeline(s). Forty-eight (48) hours (2 working days) prior notice to OPLC is

highly recommended for any work. Notice to OPLC does not relieve the contractor of any notification responsibility to the appropriate state One-Call System.

- OPLC requires submission of detailed construction plans and/or drawings for any work within the pipeline easement at least 10 business days in advance of construction for review and comment. Plans and drawings should be sent to Olympic Pipe Line Company, Field Project Office, 2319 Lind Ave SW, Renton, WA 98057.
- The contractor is responsible for having the pipeline location added to the construction drawings. The contractor is also responsible for taking all the necessary safety precautions and will be held responsible for any damages caused to the pipeline or property as a result of their work.

Excavation Specific Requirements

- No excavation or construction activity will be permitted in the vicinity of the pipeline(s) until all appropriate communications have been made with OPLC's field projects and engineering personnel.
- There shall be no excavation or backfilling within the pipeline right of way for any reason without a representative from OPLC on-site stating permission.
- In some instances, excavation and other construction activities around certain pipelines may be conducted safely only when the pipeline operating pressure has been reduced. Contractors are therefore cautioned that excavation which exposes or significantly reduces the cover over a pipeline may have to be delayed until the reduced pressure is achieved.
- Vacuum excavation or hand digging is required within 24-inches of the pipeline.

General Construction Activities

- The contractor shall not be permitted to transport construction materials or equipment longitudinally over the pipeline.
- Any required relocation or encasement of the pipeline(s) will be at the developer's expense.
- Development grading should not remove any of the existing ground cover from; or add excessive fill over the pipeline(s). OPLC's prior approval to add fill is required.
- Where it is necessary for construction equipment (i.e. tractors, backhoes, dump trucks etc.) or equipment transporting construction materials to cross the pipeline to gain access to the job site, a crossing shall be constructed at a 90 degree angle to the pipeline. The contractor will be responsible for protecting the pipeline depending on depth, soil conditions and type of equipment for temporary or permanent crossings using either fill or steel sheeting. These methods must meet OPLC's requirements and have prior approval from our Engineering and Construction Department.
- No track type construction equipment shall be permitted to pivot or turn directly over the top of the pipeline.
- A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type equipment is an acceptable alternative.
- A sheepsfoot roller shall not be used for compaction purposes within five feet (5') of the centerline of the pipeline.

- No vibratory rollers shall be used within three feet (3') of the centerline of the pipeline until the compacted cover over the pipeline has reached a depth of three and one-half feet (3 ½).

Parking Lots, Roads, Driveways, Fences and Structures

- No permanent structures may be constructed on the pipeline right of way.
- No roads or driveways shall run parallel to the pipeline within the pipeline right of way. Prior approval is required for a road or driveway to cross the pipeline right of way. The preferred angle of crossing is 90 degrees. In no instance shall the angle of the crossing be less than 45 degrees.
- A minimum of five and one-half feet (5-1/2') of cover is required for all road crossings, and three feet (3') for residential driveways; however a stress factor calculation will be performed by OPLC to determine the actual amount of cover required depending on soil conditions and other circumstances. This depth of cover requirement also pertains to logging roads and other temporary access roads.
- No fence shall be constructed to run parallel to the pipeline within the pipeline right of way. Prior approval is required for all fence construction crossing the pipeline right of way. Fence posts must maintain a minimum three feet (3') clearance off the side of the pipeline(s) when crossing the easement. The preferred angle of crossing is 90 degrees. In no instance shall the angle of the crossing be less than 45 degrees. Privacy fences may be allowed in some circumstances, but must be constructed to accommodate state and federal requirements to allow the pipeline operator visual and/or physical access to the pipeline right of way. Such accommodation may include the installation of gates, or cyclone fencing across the right of way.
- Two feet (2') of vertical separation is required between the pipeline and any underground structure.
- Proposals for parking lot construction on the pipeline right of way are discouraged. Asphalt paving may be permitted as an exception under certain conditions with an agreement executed by the property owner and OPLC. The agreement grants OPLC the right to excavate within the pavement area for any pipeline maintenance that may be necessary in the future and acknowledges the property owner as the party responsible for the expense of pavement replacement. If a parking lot is permitted by OPLC a minimum of four feet (4') of cover will be required. However OPLC will evaluate each proposal on an individual basis, and may impose additional requirements.
- Concrete pavement is discouraged; and in most instances will not be allowed. Prior approval is required.
- A minimum of four feet (4') of cover is required for all drainage ditches.
- No structures such as manholes, catch basins, thrust blocks or fire hydrants shall be located over the pipeline. A minimum horizontal clearance of ten feet (10') is required between the structure and pipeline.