

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
1520 SOUTH SECOND STREET
MOUNT VERNON, WA 98273
ATTENTION: DEBRA J HOUBEN

RIGHT OF WAY EASEMENT

CNG317

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

The undersigned **Nick S Walden** (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:

THE NORTH TEN (10) FEET OF THE FOLLOWING DESCRIBED TRACT:

THE WEST 80 FEET OF THE SOUTH ½ OF LOT 1, 'STATE STREET ADDITION TO SEDRO, SKAGIT CO., WA.' AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 61, RECORDS OF SKAGIT COUNTY, 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: P77223

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

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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 Aug. 2018. DH

Nick S. Walden

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
~~EASEMENT~~
SEP 17 2019

Amount Paid \$ _____
Skagit Co. Treasurer _____
By HJB Deputy

State of Washington)
County of Skagit) ss.



I certify that I know or have satisfactory evidence that Nick S. Walden and _____ are the persons who appeared before me, and said persons 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: 8/26/19

Debra J. Houben

Notary Public
Print Name Debra J. Houben

My commission expires 3/26/20

