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03/18/2022 11:37 AM Pages: 1 of 3 Fees: \$205.50
Skagit County Auditor

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
8113 W. GRANDRIDGE BLVD.
KENNEWICK, WA 99336
ATTENTION: Engineering / Right of Way

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Dena Thompson*
DATE 3.18.22

UTILITY EASEMENT

CNG317

City: Anacortes
County: Skagit
Project #: 298227

The **PORT OF ANACORTES** (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 under the following described property of the Grantor:

PROPERTY DESCRIPTION (the "Property"):

LOT 15, EXCEPT THE EAST 10 FEET THEREOF, BLOCK 288, CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

EASEMENT DESCRIPTION (the "Easement Area"):

A STRIP OF LAND FIVE (5) FEET IN WIDTH HAVING TWO AND ONE HALF (2 ½) FEET ON EACH SIDE OF THE CENTER LINE OF GRANTEE FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY. SEE EXHIBIT A.

TAX PARCEL NUMBER: P56517

1. 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, through, and across the Easement Area. 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.
2. The term "pipeline" includes gas lines, services, machinery, equipment, and facilities related to the operation or maintenance of said gas lines (collectively the "Facilities"). All Facilities installed pursuant to this easement must be installed underground. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to unreasonably 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 permanent structures within the Easement Area or conduct or permit any activities that may impair or interfere with the rights herein granted.
3. Notwithstanding anything to the contrary herein, in the event Grantor desires to construct permanent structures on the Easement Area or sell the Property the Grantee shall move the Facilities at Grantee's sole cost and expense so long as the Grantor complies with the following: (i) provides at least ninety (90) days prior written notice of the need for Grantee to relocate the Facilities and (ii) provides Grantee a new easement through which Grantor can relocate the Facilities.
4. 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 utility easement; however, Grantee shall be solely and exclusively responsible for any and all costs or fees of obtaining such permits, licenses, and governmental actions.

5. The Grantee shall defend, indemnify, and hold the Grantor harmless from any and all loss, claim, liability, or damage (including attorneys' fees and costs) incurred as a result of the Grantee's, or its agents', invitees', or licensees', construction, operation, maintenance, repair, replacement and use of its Facilities on the Property..

6. 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 11th Day of March 2022.

GRANTOR:

THE PORT OF ANACORTES,
A Washington Municipal Corporation

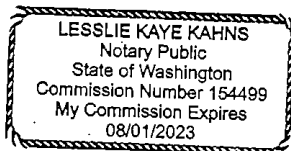
Daniel C. Worra
By: Daniel C. Worra

Its: Executive Director

State of Washington)
) ss.
County of Skagit)

On this 11th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel C. Worra, to me known or proved by satisfactory evidence to be the person who signed as Port Executive Director, of THE PORT OF ANACORTES, a Washington Municipal Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Dated: March 11, 2022



Leslie Kaye Kahns

Notary Public
Print Name Leslie Kaye Kahns

My commission expires 8/01/2023

