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11/30/2022 10:02 AM Pages: 1 of 14 Fees: \$216.50 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 DLY MONOSON
DATE 11-30-27

GRANT OF EASEMENT FOR NATURAL GAS PIPELINE

GRANTOR:

SIMILK INC.

GRANTEE:

CASCADE NATURAL GAS CORPORATION

SHORT LEGAL:

Ptn Sec. 5, T34N, R2E, W.M.

TAX PARCELS:

P117222, P19984

1. EASEMENT AGREEMENT.

- 1.1 The Parties to this Grant of Easement for Natural Gas Pipeline (hereinafter "Easement") are SIMILK INC., dba Swinomish Golf Links, a wholly-owned enterprise of the Swinomish Indian Tribal Community (hereinafter "Owner"), 12518 Christianson Road, Anacortes, WA 98221, and CASCADE NATURAL GAS CORPORATION, a Washington corporation ("Cascade"), 8113 West Grandridge Blvd., Kennewick, Washington, 99336, collectively referred to hereinafter as "Parties."
- 1.2 For and in consideration of the promises, covenants and agreements contained herein, and other valuable consideration in hand paid, the Parties agree as follows:
 - 1.2.1 Owner does hereby convey to Cascade the right, privilege and easement to construct, install, operate, inspect, protect, improve, maintain, replace, and repair a natural gas pipeline or pipelines, regulation devices, metering equipment and pipeline appurtenances over, under, through and across the Easement Area, described below, for the sole purpose of providing and transmitting natural gas, together with the right of ingress and egress over and across such adjacent lands for Cascade's employees, agents and contractors with vehicles, supplies and equipment for purposes necessary or incidental to the exercise and enjoyment of the rights and Easement herein granted; provided,

however, that in making use of lands of Owner which are not within the Easement Area, Cascade shall make reasonable efforts to use as little land as feasible and to minimize the disruption of Owner's use thereof. The term "Facilities" includes gas lines, services, machinery, equipment, valves, regulators, facilities, identifying signage and appurtenances related to the operation or maintenance of said gas lines.

1.3 Legal Descriptions.

- **1.3.1** The Easement Area is described in Exhibit A and depicted in Exhibit B, both of which are attached and incorporated herein by reference.
- 1.4 Cascade's rights under this Easement are subject to any prior valid existing right or adverse claim. Cascade's rights under this Easement are subject to existing authorized uses of the Property (including existing use for underground storm drainage infrastructure and as a golf course); provided, however, such existing authorized uses do not interfere with Cascade's pipeline operation and maintenance as authorized by this Easement.

2. EFFECTIVE DATE AND TERM.

- 2.1 This Easement shall take effect upon the date of approval of this Easement by the Parties.
- 2.2 This Easement shall remain in effect for thirty (30) years after the date of approval, unless and until this Easement is terminated in accordance with Paragraph 20.

3. OWNER'S USE OF PROPERTY.

3.1 Owner reserves the right to reasonable access to the Easement Area to determine Cascade's compliance with the conditions of this Easement and to protect public health and safety. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted and Cascade agrees not to interfere with the use of the Easement Area for any purpose not inconsistent with the primary purpose for which this easement was granted.

4. GRANT REQUIREMENTS:

- **4.1.** Unless abandoned pursuant to Section 18 below or unless transfer of ownership is otherwise accepted by Owner, Cascade shall own all permanent improvements that it places in the Easement Area.
- **4.2.** Cascade has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources.
- **4.3.** Cascade is prohibited from mortgaging any part of this Easement.
- 4.4. Cascade must:

- **4.4.1.** Not commit waste:
- **4.4.2.** Operate, repair and maintain Cascade's improvements consistent with the Easement;
- 4.4.3. Notify Owner if it files for bankruptcy or is placed in receivership.
- 5. CLEARING AND OTHER RESOURCE DISTURBANCE. Owner shall maintain the easement area during the course of grounds maintenance at the golf course. Trees and vegetation within the easement area may be subject to clearing and removal by Cascade and/or its contractor with prior approval from Owner, which shall not be unreasonably withheld. Cascade shall dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project. Cascade and/or its contractor shall have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area to the extent compatible with the purpose of the easement.

6. EXISTING UTILITIES.

- 6.1 Cascade shall comply with RCW 19.122 "Underground Utilities" (or any future successor of or replacement for RCW 19.122), in connection with this Easement and any activity undertaken or Facilities installed pursuant to this Easement. Such compliance shall be in addition to, and not a replacement for or excuse from, compliance with any otherwise applicable existing or future Tribal law or requirement of this Easement.
- 7. WORKMANLIKE MANNER. Cascade and its employees, agents and contractors (including subcontractors) shall exercise the rights conveyed by this easement in a professional and workmanlike manner consistent with good engineering and construction practices and other industry standards, and shall maintain the Facilities in a state of good repair.
 - 7.1. In the event that Owner's Property and\or any buildings, structures, facilities, and property of any type or nature located thereon suffer any damage caused by Cascade, Owner's representatives shall be forthwith orally notified, with a written notification to follow. Damage does not include the acts of construction, maintenance, or repairs of the pipeline or the removal of vegetation and trees.
- 8. PERMITS. Cascade shall comply with all applicable laws and obtain all required permits. Before beginning any activity on the Easement Area, Cascade, its employees, agents, and contractors (including subcontractors) shall obtain all necessary permits, licenses and other governmental action, including all necessary Tribal, Federal or State permits, in connection with the occupancy and use of the Easement Area, including any survey, construction, operation, inspection, alteration, improvement, maintenance, replacement, or repair activity in the Easement Area. Cascade, its employees, agents and contractors (including subcontractors) shall comply with any and all conditions of said permits and shall conform all activity and work to applicable site plans associated

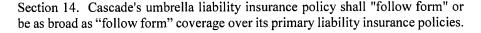
with approved permits. Cascade shall provide Owner with copies of all approved permits and plans.

- **8.1.** In the event that, after execution of this Easement, Cascade seeks to make any changes that require amendments to this Easement then Cascade must negotiate an amended Easement with Owner.
- **8.2.** Cascade shall not cut or remove any paved surface without the prior written consent of Owner.
- **8.3.** All construction, installation, or laying of Cascade's Facilities (including any alteration or reconstruction of the same) shall be by a method customarily used in the industry and conducted in a prudent and safe workmanlike manner only.
- **8.4.** Cascade's pipeline shall at the time of installation be buried to a minimum depth of 3 feet below the surface of Owner's property.
- 9. COMPLIANCE WITH LAW. Cascade, its employees, agents, and contractors (including subcontractors) shall comply with all applicable Tribal, Federal and State laws when taking action pursuant to this Easement that occurs upon or affects the Easement Area.
- 10. SITE RESTORATION. Grantee agrees to restore the Easement Area as nearly as is reasonably possible to its original condition, and to Owner's reasonable specifications, upon the completion of survey, construction, inspection, alteration, improvement, maintenance, replacement and repair activity in the Easement Area to the extent compatible with the purpose for which the Easement was granted, to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during such activity, and to repair such roads and other improvements as may be destroyed or damaged by such activity. Cascade agrees to restore the Easement Area as nearly as is reasonably possible to its original condition, and to Owner's reasonable specifications, upon termination of this easement for any reason, including removal of the regulator station together with associated valves, fittings, protective apparatus and other items so far as is reasonably possible. Failing to comply with this stipulation, Cascade agrees to bear all reasonable expenses and costs incurred by Owner in accomplishing said restoration.
- 11. SOIL CONSERVATION. Cascade shall comply with soil conservation measures required in permits on the Easement Area.
- **12. FIRE CONTROL.** Cascade will do everything reasonably within its power to prevent and suppress fires that it could cause or causes on or near the Easement Area.
- 13. CULTURAL RESOURCES. Cascade agrees to comply with all directives from the Swinomish Tribal Historic Preservation Office ("THPO") related to any activity associated with the facilities covered by this Easement. If historic properties,

archaeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Easement, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and Cascade will contact the Swinomish THPO to determine how to proceed and appropriate disposition. Prior to Cascade and/or any Cascade contractor and/or agent undertaking any ground-disturbing activity, Cascade must first obtain approval from the Swinomish THPO.

14. INSURANCE.

- 14.1. Cascade shall procure and maintain for the term of this Easement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Cascade, its agents representatives or employees. Cascade shall require that every contractor and subcontractor maintain insurance coverage and policy limits consistent with this Section 14.1. Cascade shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Cascade shall provide a copy of a certificate of insurance and additional insured endorsement to Owner for its inspection at the time of, or prior to, acceptance of this Easement, and such insurance certificate shall evidence a policy of insurance that includes:
 - 14.1.1. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.
 - **14.1.2.** Automobile Liability insurance with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage.
 - 14.1.3. Workers' Compensation coverage as required by the State of Washington.
 - **14.1.4.** Pollution liability insurance with limits not less than \$1,000,000 per claim and in the aggregate.
 - **14.1.5.** Umbrella/Excess liability policy with limits not less than \$10,000,000 per occurrence and in the aggregate.
- 14.2. Owner acknowledges that Cascade's current deductibles and/or self insured retentions are subject to change based on business needs and the commercial insurance market. Payment of deductible or self-insured retention shall be the sole responsibility of Cascade. Cascade may utilize primary and umbrella/excess liability insurance policies to satisfy the insurance policy limits required in this



- 14.3. The insurance policies, with the exception of Workers' Compensation obtained by Cascade, shall name Owner, its officers, elected or appointed officials, employees, and agents ("Additional Insureds"), as an additional insured, but only with respect to and to the extent of the liabilities assumed by Cascade under the provisions of this Easement, with regard to activities performed by or on behalf of Cascade. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Cascade shall provide to Owner prior to or upon acceptance either (1) a Certificate of Insurance with copies of any relevant additional insured endorsement for each insurance policy required in this Section 14 and providing that such insurance shall apply as primary insurance on behalf of the Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by Owner of any certificate showing less coverage than required is not a waiver of Cascade's obligations to fulfill the requirements. Cascade's insurance shall be primary insurance with respect to the Additional Insureds, and the endorsement should specifically state that the insurance is the primary insurance. Any insurance maintained by the Additional Insureds shall be in excess of Cascade's insurance and shall not contribute with it.
- 14.4. Cascade is obligated to notify Owner of any cancellation or intent not to renew any insurance policy, required pursuant to this Section 14, thirty (30) days prior to any such cancellation except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to Owner. Prior to said cancellation or intent not to renew, Cascade shall obtain and furnish to Owner replacement Certificates of Insurance and applicable endorsements meeting the requirements of this Section 14. Failure to provide the insurance cancellation notice and to furnish to Owner replacement Certificates of Insurance meeting the requirements of this Section 14 shall not be considered a material breach of this Easement.
- 14.5. Cascade's maintenance of insurance as required by this Section 14 shall not be construed to limit the liability of Cascade to the coverage provided by such insurance, or otherwise limit Owner's recourse to any remedy available at law or equity. Further, Cascade's maintenance of insurance policies required by this Easement shall not be construed to excuse unfaithful performance by Cascade.
- 15. RESPONSIBILITY FOR EXPENSES & DAMAGES. Except as otherwise provided in Section 16, any and all costs associated with Cascade's facilities, including the cost of constructing, maintaining, operating, repairing, altering or removing Cascade's facilities, shall be paid and borne by Cascade. Cascade shall pay promptly all compensation for damages caused to Owner for loss of life, personal injury and

property damage to the extent caused by the wrongful actions or failures to act of or attributable to Cascade or its employees, agents, contractors (including subcontractors), and their respective employees and agents in the use of the Easement Area. Provided, however, that nothing in this paragraph 15 shall require Cascade to pay compensation for damages attributable to the negligence or intentional acts of Owner.

- 15.1. In the event of any actual, threatened or imminent release or rupture of Cascade's facilities, or in the event of any other actual, threatened or imminent emergency (which includes, without limitation, the release of any substance which is prohibited, controlled or regulated under any law, regulation, order, bylaw or other lawful requirement, now or hereafter in force, related in any way to environmental health, occupational health and safety, product liability or transportation of dangerous goods, of any governmental authority having jurisdiction over Owner's property) (collectively, an "Emergency Event"), Grantee shall forthwith give oral notice of such Emergency Event to Owner by telephone, and shall follow with written notice pursuant to Section 23 of this Easement.
- 16. INDEMNIFICATION. Cascade agrees to indemnify, defend and hold harmless Owner against any losses, claims, liens, expenses, damages and demands arising out of or in connection with loss of life, personal injury and property damage to the extent caused by the use of the Easement Area by Cascade, its employees, agents, contractors (including subcontractors), and their respective employees and agents, provided, however, that nothing herein shall require Cascade to indemnify, defend, and hold Owner and the occupants and authorized users of the Easement Area harmless for any such liability attributable to the negligence or intentional acts of Owner, the occupants, or authorized users.
- 17. TRANSFER, ASSIGNMENT, AND CONVEYANCE TO THIRD PARTIES. The rights granted herein shall not be transferred or assigned without the prior written approval of Owner, which shall not be unreasonably withheld or delayed. If Owner does not respond within ninety (90) days of Owner's receipt of the lease assignment, the assignment will be deemed automatically approved.

18. ABANDONMENT.

18.1. If Cascade, following the execution of this Easement and absent written approval from Owner, abandons and fails to use and occupy the Easement Area for two (2) consecutive years, this Easement and the rights herein granted shall terminate. Upon the expiration or termination of the rights granted under this Easement, Cascade shall remove all of its Facilities from the Easement Area within a mutually agreed upon timeframe after receiving written notice from Owner. The Facilities, in whole or in part, may not be abandoned by Cascade without written approval by Owner. Any plan for abandonment or removal of Cascade's Facilities must be first approved Owner, and all necessary permits must be obtained prior to such work. Cascade shall restore the Easement Area to at least the same condition

as is reasonably practicable that it was in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Cascade shall not be responsible for any changes to the Easement Area not caused by Cascade or any person doing work for Cascade. Cascade shall be solely responsible for all costs associated with removing its Facilities.

- 18.2. Notwithstanding Section 18.1 above, Owner may permit Cascade's improvements to be abandoned in place.
- 18.3. Any improvements which are not removed within one hundred twenty (120) days of either the date of termination or the date a permit was issued authorizing removal, whichever is later, shall automatically become the property of Owner. Any costs incurred by Owner in safeguarding such improvements or removing the improvements shall be reimbursed by Cascade. Nothing contained within this Section 18 shall prevent Owner from compelling Cascade to remove any such improvements through judicial action when Owner has not permitted Cascade to abandon said improvements in place.
- **19. MODIFICATIONS AND AMENDMENTS.** Any modifications or amendments to this Easement must be approved in writing by Owner and Cascade.
- 20. WRITTEN TERMINATION. If Cascade fails to comply with any material term or condition of this Easement, Owner shall provide Cascade with written notice setting forth in reasonable detail the facts pertaining to the breach. Cascade shall cure the breach within thirty (30) days of the notice of such failure or within a reasonable period of time as agreed by the Parties. If Cascade fails to cure a material breach as required herein, Owner may, at Owner's election, cure or cause the breach to be cured at Cascade's cost and expense, or terminate the Easement in whole or in part.
- 21. SUCCESSORS. This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of successors of both parties.
- 22. NOTICES AND COMMUNICATIONS. Cascade shall at all times keep Owner informed of its address. Owner shall at all times keep Cascade informed of its address. Currently, notices to Cascade shall be addressed to: Cascade Natural Gas Corporation, 8113 W. Grandridge Blvd., Kennewick WA 99336. Notices to Owner shall be addressed to: Similk Inc., c/o Swinomish Indian Tribal Community, Attn: Legal Department, 11404 Moorage Way, La Conner, WA 98257. Notices mailed to a Party's most recently given address shall be deemed to have been received by the addressee five (5) days after the mailing thereof with postage prepaid.

23. COMPLETE AGREEMENT AND CONSTRUCTION.

23.1 This Easement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Easement. There are no other representations, agreements, or understandings, oral or written, by the Parties

relating to the subject matter of this Easement that are not fully expressed in this Easement. Each Party acknowledges and represents to the other Party that it is executing this Easement solely in reliance upon its own judgment and knowledge and that it is not executing this Easement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein.

23.2 This Easement has been freely and fairly negotiated by the Parties hereto and has been reviewed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof, and, therefore, the terms of this Easement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Easement.

SIMILK INC.:

BY: Name:

Title:

President

CASCADE NATURAL GAS:

BY:

Name:

Title:

Director, System

9

ACKNOWLEDGMENT

STATE OF WASHINGTON	
COUNTY OF Berton	SS.
nowher, 2022, personal and who acknowledged that s/he is Director System chitegrity	and for said County and State, on this 28 day of ly appeared Ryan fruratsky, and was at the time of signing the same of Cascade Natural Gas; and s/he personally
	uted the foregoing as his/her free and voluntary act of nd purposes set forth in the foregoing.
	Pamelo J. Orchez (Signature of Notary)
	(Legibly Print or Stamp Name of Notary) Notary public in and for the State of Washington, residing at Mallowd WA My appointment expires Morch, 26, 2023

PAMELA J ARCHER Notary Public State of Washington License Number 207020 My Commission Expires March 26, 2023

ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

BEFORE ME, a Notary Public, in and for said County and State, on this 21 day of September 2022, personally appeared Brian Wilbur, and who acknowledged that he is and was at the time of signing the President of Similk Inc.; and he personally acknowledged to me that he executed the foregoing as his free and voluntary act of Similk Inc. for the uses and purposes set forth in the foregoing.

DENISE BAZAN Notary Public State of Washington Commission # 104581 My Comm. Expires Jul 3, 2025 (Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of

Washington, residing at <u>Mount Vernar, with</u> 98773 My appointment expires <u>07-03-2025</u>



EASEMENT 1 LEGAL DESCRIPTION (P117222/340205-0-039-0206)

A PORTION OF SKAGIT COUNTY PARCEL NO. P117222 LOCATED IN GOVERNMENT LOT 1 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M, SKAGIT COUNTY, WASHINGTON BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 5, THENCE NORTH 88°10'47" WEST A DISTANCE OF 9.76 FEET TO A POINT ON THE WEST LINE OF AN EXISTING EASEMENT FOR PUBLIC RIGHT OF WAY RECORDED UNDER RECORDING NO. 201611220047; THENCE NORTH 88°10'47" WEST ALONG THE SOUTH LINE OF SAID PARCEL P117222 A DISTANCE OF 17.00 FEET TO THE WEST LINE OF SAID EXISTING UTILITY EASEMENT RECORDED UNDER DOCUMENT RECORDING NO. 201611220047 TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°10'47" WEST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET;
THENCE NORTH 01°44'13" EAST A DISTANCE OF 146.65 FEET TO A POINT ON THE SOUTHERLY
RIGHT-OF-WAY OF HIGHWAY 20;
THENCE ALONG A 1800.00 FOOT RADIUS CURVE TO THE RIGHT CENTER WHICH BEARS SOUTH
11°27'01" WEST THROUGH A CENTRAL ANGLE OF 00°58'13" FOR AN ARC LENGTH OF 30.48 FEET
TO A POINT ON SAID WEST LINE OF SAID EXISTING UTILITY EASEMENT RECORDED UNDER
DOCUMENT RECORDING NO. 201611220047;
THENCE SOUTH 01°44'13" WEST ALONG SAID WEST LINE A DISTANCE OF 141.30 FEET TO THE

TRUE POINT OF BEGINNING;

EASEMENT 1 CONTAINING 4,321 SQ.FT., MORE OR LESS



01/28/20

EXHIBIT A

EASEMENT 2 LEGAL DESCRIPTION (P19984/340205-0-039-008)

A PORTION OF SKAGIT COUNTY PARCEL NO. P19984 LOCATED IN GOVERNMENT LOT 1 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M, SKAGIT COUNTY, WASHINGTON BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE NORTH 88°10'47" WEST A DISTANCE OF 9.76 FEET TO A POINT ON THE WEST LINE OF AN EXISTING EASEMENT FOR PUBLIC RIGHT OF WAY RECORDED UNDER RECORDING NO. 201611220047; THENCE NORTH 88°10'47" WEST ALONG THE NORTH LINE OF SAID PARCEL P19984 A DISTANCE OF 17.00 FEET TO THE WEST LINE OF SAID EXISTING UTILITY EASEMENT RECORDED UNDER DOCUMENT RECORDING NO. 201611220047 TO THE TRUE POINT OF BEGINNING;

- THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID UTILITY EASEMENT THROUGH
 THE FOLLOWING FIVE (5) COURSES;

 1) THENCE SOUTH 01°44′13" WEST A DISTANCE OF 334.74 FEET;
 2) THENCE SOUTH 03°30′28" WEST A DISTANCE OF 186.30 FEET;
 3) THENCE SOUTH 23°47′54" WEST A DISTANCE OF 63.75 FEET;
 4) THENCE SOUTH 00°00′01" EAST A DISTANCE OF 12.76 FEET;
 5) THENCE NORTH 89°59′59" EAST A DISTANCE OF 22.60 FEET TO A POINT ON SAID EAST LINE OF AN EXISTING EASEMENT FOR PUBLIC RIGHT OF WAY RECORDED UNDER RECORDING NO. 201611220047;

THENCE ALONG THE NORTH LINE OF THE CHRISTIANSON ROAD RIGHT OF WAY SHOWN ON RECORD OF SURVEY FILED UNDER RECORDING NUMBER 20161230015 AND PER SAID SURVEY DESCRIBED IN DEED RECORDING NUMBER 396064 THROUGH THE FOLLOWING THREE (3) COURSE:

- 1) ON 118.00 FOOT RADIUS CURVE TO THE RIGHT CENTER WHICH BEARS NORTH 54º13'56" WEST THROUGH A CENTRAL ANGLE OF 27º50'41' FOR AN ARC LENGTH OF 57.35 FEET:
- THENCE NORTH 23°35'55" WEST A DISTANCE OF 16.38 FEET;
- THENCE SOUTH 66°24'05" WEST A DISTANCE OF 2.99 FEET;

THENCE NORTH 00°00'01" WEST A DISTANCE OF 41.99 FEET:

THENGE NORTH 00°0001" WEST A DISTANCE OF 41.99 FEET;
THENGE NORTH 23°47'54" EAST A DISTANCE OF 64.70 FEET;
THENGE NORTH 03°30'28" EAST A DISTANCE OF 180.47 FEET;
THENGE NORTH 01°44'13" EAST A DISTANCE OF 334.32 FEET TO SAID NORTH LINE OF PARCEL P19984;

THENCE SOUTH 88°10'47" EAST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

EASEMENT 2 CONTAINING 19,120 SQ.FT., MORE OR LESS



1/28/20

