

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 02/12/2025

**Document Title:**

Temporary Construction Easement

**Reference Number :****Grantor(s):**☐ additional grantor names on page \_\_\_\_.

1. City of Anacortes

2.

**Grantee(s):**☐ additional grantee names on page \_\_\_\_.

1. Cascade Natural Gas Corporation

2.

**Abbreviated legal description:**☐ full legal on page(s) \_\_\_\_.

ALL THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) ANACORTES (MILEPOST 0.02) TO FIDALGO (MILEPOST 3.98), WASHINGTON BRANCH LINE OF WAY, VARYING IN WIDTH ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE

**Assessor Parcel / Tax ID Number:**☐ additional tax parcel number(s) on page \_\_\_\_.

P112899 / 350219-0-074-0000

WHEN RECORDED RETURN TO:  
CASCADE NATURAL GAS CORPORATION  
1520 SOUTH SECOND STREET  
MOUNT VERNON, WA 98273  
ATTENTION: JAMES HOBBS

### TEMPORARY CONSTRUCTION EASEMENT

City: ANACORTES  
County: SKAGIT  
W.O. #: 302981

This Temporary Construction Easement ("Easement"), made this 11 day of February, 2025, between CITY OF ANACORTES, WASHINGTON, a Washington municipal corporation (hereinafter referred to as "OWNER"), and CASCADE NATURAL GAS CORPORATION, a Washington corporation with a mailing address of 8113 Grandridge Boulevard, Kennewick, WA 99336, its successors and assigns (hereinafter called "COMPANY").

### WITNESSETH:

That OWNER, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto COMPANY, a temporary Easement for pipeline construction workspace purposes over and across the following described property ("Premises"), situated within Skagit County, Washington, to wit:

ALL THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) ANACORTES (MILEPOST 0.02) TO FIDALGO (MILEPOST 3.98), WASHINGTON BRANCH LINE OF WAY, VARYING IN WIDTH ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: ALL THAT PORTION OF SAID RAILWAY COMPANY'S 60.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 30.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, BOUNDED ON THE SOUTH BY THE NORTH LINE OF 15TH STREET, AND BOUNDED ON THE NORTH BY THE MEANDER LINE AS

SHOWN ON PLAT NO. 10 OF THE OFFICIAL MAP OF ANACORTES TIDE LANDS AT 14TH STREET; ALSO, ALL OF SAID RAILWAY COMPANY'S RIGHT, TITLE AND INTEREST, IF ANY, IN Q AVENUE, MARKET STREET, R AVENUE, S AVENUE, 11TH STREET, 9TH STREET AND 4TH STREET, ALL ACCORDING TO THE RECORDED PLAT OF ANACORTES, WASHINGTON; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 35.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON THE EASTERLY SIDE AND 10.0 FEET WIDE ON THE WESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 2 AND 3 OF SAID SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH BY THE SOUTH LINE OF 17TH STREET, AND BOUNDED ON THE SOUTHEAST BY THE NORTHERLY EXTENSION OF THE EAST LINE OF R AVENUE, ACCORDING TO THE RECORDED PLAT OF ANACORTES, WASHINGTON; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 50.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 3, 5 AND 6 OF SAID SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTHWEST BY THE SAID NORTHERLY EXTENSION OF THE EAST LINE OF R AVENUE, AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 19; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 40.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON THE EASTERLY SIDE AND 15.0 FEET WIDE ON THE WESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS THE NORTH 429.0 FEET OF GOVERNMENT LOT 10 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH AND SOUTH BY THE NORTH AND SOUTH LINES OF SAID NORTH 429.0 FEET OF SAID GOVERNMENT LOT 10; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 50.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 8, 9 AND 10 OF SAID SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH AND THE SOUTH LINE OF THE NORTH 429.0 FEET OF SAID GOVERNMENT LOT 10, AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 418.0 FEET OF SAID GOVERNMENT LOT 8; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 100.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 50.0 FEET WIDE ONE EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 7 AND 8 OF SAID SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH BY THE NORTH LINE OF THE SOUTH 418.0 FEET OF SAID GOVERNMENT LOT 8, AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE NORTH 664.2 FEET OF SAID GOVERNMENT LOT 7; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 50.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 33.0 FEET WIDE ON THE EASTERLY SIDE AND 17.0 FEET WIDE ON THE WESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS THE SOUTH 664.2 FEET OF SAID GOVERNMENT LOT 7 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH AND SOUTH BY THE NORTH AND SOUTH LINES OF SAID SOUTH 664.2 FEET OF SAID GOVERNMENT LOT 7; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 100.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 50.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOT 5 AND 6 OF SAID SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID GOVERNMENT LOT 6, AND BOUNDED ON THE SOUTHEAST BY A LINE DRAWN

RADIALLY TO SAID MAIN TRACK CENTERLINE AT A POINT DISTANT 1,088.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE SAID NORTH LINE OF GOVERNMENT LOT 6; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 75.00 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 50.0 FEET WIDE ON THE NORTHEASTERLY SIDE AND 25.0 FEET WIDE ON THE SOUTHWESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOT 5 OF SAID SECTION 30, AND GOVERNMENT LOT 6 OF SECTION 31, ALL IN TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTHWEST BY A LINE DRAWN RADIALLY TO SAID MAIN TRACK CENTERLINE AT A POINT DISTANT 1,008.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE SAID NORTH LINE OF GOVERNMENT LOT 6, AND BOUNDED ON THE SOUTHEAST BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AT A POINT 216.96 FEET

said temporary Easement area being described as follows:

as described or depicted in Exhibits A and B, attached hereto and incorporated herein.

The commencement date for the Easement is the 11 day of February, 2025. Said temporary Easement will expire on the earlier of the completion of pipeline construction and restoration, or three years from this date.

This grant of a temporary construction Easement for pipeline construction workspace purposes includes without limitation, the rights of Company, its contractors, agents and servants to enter upon the Easement at all times to provide storage space for materials and equipment, to access the pipeline right of way, to facilitate construction of a pipeline, and the further right to modify storm drainage facilities and other obstructions to facilitate the construction of a natural gas regulator station. Company may not use the Easement in a manner that interferes with the public's access to our use of the Tommy Thompson Trail for public recreation trail purposes. Further Company must take all necessary safety precautions during any use of the Easement to protect the public from injuries related to patent or latent conditions caused by construction. After completion of such construction, maintenance, modification, repair or removal work, the Company shall restore the Easement to the condition in which it was found prior to the commencement of use, excepting the replacement of trees, brush, undergrowth and other obstructions.

OWNER, its heirs and assigns, does covenant with the Company, its successors and assigns, that he/she is the owner of the Premises aforesaid and has good right to grant and convey the Easement herein to the Company.

IN TESTIMONY WHEREOF, OWNER has caused this Easement to be executed as of the day and year first above written.

Owner:



STATE OF Washington )  
 ) ss

COUNTY OF Skagit )

On this this 11 day of February, 2025, before me personally appeared,  
Matt Miller, the Mayer,  
of City of Anacortes, known to me to be the same persons described  
in and who executed the above and foregoing instrument and acknowledged to me that they  
executed the same on behalf of City of Anacortes.

SEAL

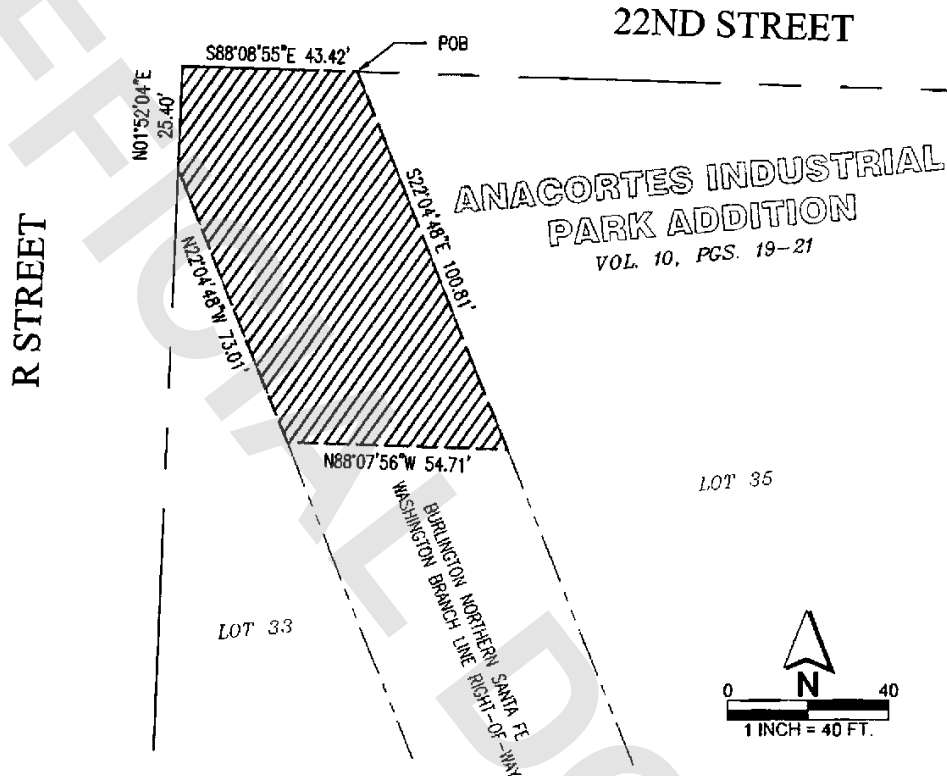


Jennifer Gaye Tottenham  
Notary Public

Printed name: Jennifer Gaye Tottenham

My Commission Expires: 9/26/28

**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**IN THE NW 1/4 OF THE SW 1/4 OF SECTION 19,**  
**TOWNSHIP 35 N, RANGE 2 E, W.M.**



EASEMENT AREA = 4897 SF

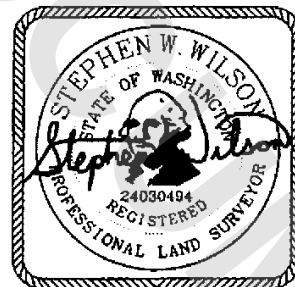
**LEGEND**

	RIGHT-OF-WAY LINE
	PARCEL LINE
	EASEMENT AREA
	POINT OF BEGINNING

**Parametrix**

1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374  
 Ph: 253.604.6600

PROJECT NUMBER 554-9259-001



11/13/2024