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**RETURN ADDRESS**

NORTHWEST PIPELINE CORPORATION  
ATTN: JULIE MCCLAIN, M/S 3M1  
P.O. Box 58900  
SALT LAKE CITY, UT 84158-0900

LAND TITLE COMPANY OF SKAGIT COUNTY

**DOCUMENT TITLE(S): RIGHT OF WAY AND EASEMENT**

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS:**

**GRANTOR(S): ASSOCIATED S & L, LLC  
3204 PACIFIC AVENUE  
EVERETT, WA 98201**

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

MAR 21 2000

**GRANTEE(S): NORTHWEST PIPELINE CORPORATION  
P.O. Box 58900  
SALT LAKE CITY, UT 84158-0900**

Amount Paid \$ ~~0~~  
Skagit Co. Treasurer  
By *DC* Deputy

**LEGAL DESCRIPTION: THAT PORTION OF THE SE ¼ OF THE SW ¼ OF SECTION 8, TOWNSHIP 33  
NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON**

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: P18024**

**NORTHWEST PIPELINE CORPORATION  
RIGHT-OF-WAY AND EASEMENT**

On this, the 10th day of March, 2000, for Ten Dollars (\$10.00) and other valuable consideration, ASSOCIATED S & L, LLC ("Grantor"), whose address is 3204 Pacific Avenue, Everett, Washington 98201, does hereby grant, sell and convey to NORTHWEST PIPELINE CORPORATION, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed on or above the surface including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes; and roads ("facilities") which may be over, under and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of, Skagit; State of Washington, described in Exhibit "A" to wit:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	33 North	5 East	W.M.

A centerline survey description of the easement is described in Exhibit "B" attached and made a part of this agreement. The Easement is designated by survey by Grantee, on a right-of-way 75 feet in width being 37-1/2 feet on the westerly side and 37-1/2 feet on the easterly side of the centerline of the existing 26-inch pipeline and which encumbers approximately 2.55 acres.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary during construction of an additional pipeline.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages which directly result from its work, including loss of business, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Specific conditions, which shall apply to the Grantor's encroachment of facilities, are described in Exhibit "C" attached and made a part of this agreement. Grantee shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities within the right-of-way granted to the Grantee, its successors and assigns. Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this grant, with such rights and Easement deemed to be covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and Easement and, at its discretion, may remove or abandon in place the improvements constructed on it. Upon such abandonment action, Grantee may, at its discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Any pipeline constructed by Grantee across lands under cultivation shall, at the time of



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construction, be buried to such depth (specify depth if possible) as will not interfere with such cultivation. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect its facilities. No reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described Easement area.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of the facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, (his/her) agents or employees.

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inactions.

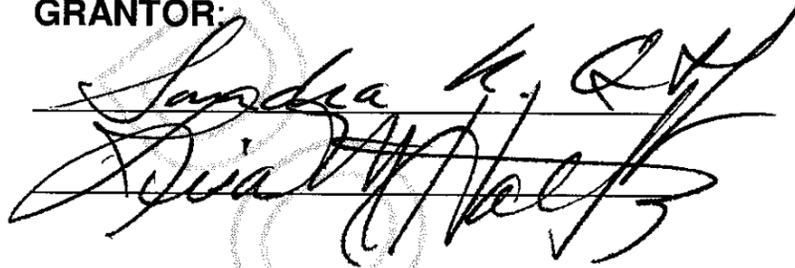
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other liens on said land and shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

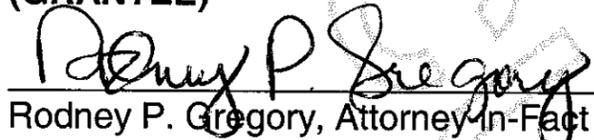
The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS  
14th DAY OF March, 2000.

GRANTOR:



NORTHWEST PIPELINE CORPORATION:  
(GRANTEE)



Rodney P. Gregory, Attorney-in-Fact



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**ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF Skagit

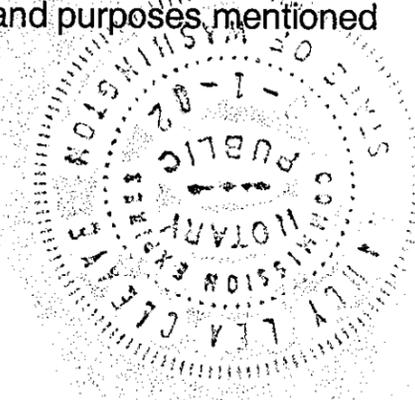
Holtz

I certify that I know or have satisfactory evidence that Sandra K. Ostolaza and Lisa M. is the person who appeared before me, and said person acknowledged to execute this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as Managing Members of Associated S & L, LLC, to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: March 17, 2000

SIGNATURE: *Nancy Lea Cleave*

PRINT NAME: Nancy Lea Cleave



My Commission Expires: 9-1-02

*Nancy Lea Cleave*

Notary Public in and for  
Skagit County, State of  
Washington

**ACKNOWLEDGMENT**

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that RODNEY P. GREGORY, is the person who appeared before me, and said person acknowledged to execute this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Attorney In Fact of Northwest Pipeline Corporation, to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: 3/14/00

SIGNATURE: *Terry F. Kassahn*

PRINT NAME: TERRY F. KASSAHN



My Commission Expires:

4/29/03

Notary Public in and for King County,  
State of Washington.



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## EXHIBIT A

### Parcel Description - Williams Gas Pipeline West

That portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 33 North, Range 5 East, W.M., Skagit County, Washington, lying easterly of the Northern Pacific Railway right-of-way and lying westerly of a line, said line being parallel to and 55 feet easterly of the following described survey line:

Beginning at a point on the South boundary of said Section 8, said point bears in a westerly direction along the South boundary of said Section 8, a distance of 507.2 feet from a 2 inch iron pipe for the South Quarter corner of said Section 8; thence North  $0^{\circ}17'$  West, a distance of 274.2 feet; thence North  $30^{\circ}56'$  West, a distance of 424.6 feet; thence North  $4^{\circ}37'$  West, a distance of 438.8 feet; thence North  $45^{\circ}02'$  West, a distance of 345.5 feet to a point on the North boundary of said Southeast Quarter of the Southwest Quarter of Section 8, said point bears North  $37^{\circ}20'$  West, a distance of 1659.9 feet from the South Quarter corner of said Section 8.



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**EXHIBIT B**  
**Easement - Williams Gas Pipeline West**

Said easement being 37.50 feet on either side of the following described centerline:

Commencing at the existing 2½" iron pipe at the Southwest corner of said Section 8, Township 33 North, Range 5 East, W.M.; thence South 87°59'15" East, a distance of 2666.90 feet to an existing 1½" iron pipe being the South Quarter corner of the aforementioned Section 8; Thence South 83°58'23" West, a distance of 510.39 feet to the TRUE POINT OF BEGINNING; thence North 01°08'36" East, a distance of 336.55 feet; thence North 29°31'47" West, a distance of 387.38 feet; thence North 06°15'54" West, a distance of 481.35 feet; thence North 43°48'31" West, a distance of 440.00 feet to the terminus of said easement centerline description.



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## EXHIBIT "C" ENCROACHMENT SPECIFICATIONS

Northwest Pipeline Corporation (Northwest) is an interstate transporter of natural gas and, as such, is regulated by the Department of Transportation, Office of Pipeline Safety. In some cases state and local laws may exceed the federal regulations. These specifications have been designed to comply with all federal and state regulations and to ensure the safety of the public and the pipeline facilities.

The following specifications are minimum requirements for most proposed encroachments to avoid conflicts with regulations and with existing easement rights. It is not Northwest's intent to convey that these are the only types of activities permitted. Additional requirements may be imposed depending upon the scope of the proposed encroachment. For a review of your individual situation, please contact your local Northwest office.

### GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A. All states in which Northwest operates have utility "One Call" systems which require 48 hours notice of excavation activities. Check your local state requirements. Notification is the Law!
- B. Northwest's easement restricts the placement of structures (or part of a structure) within the right of way.
- C. An authorized Northwest representative must be on site during any surface disturbing work performed within the right of way, and will remain on site as long as power equipment is utilized.
- D. The Northwest representative will determine the existing cover over the pipeline for you.
- E. Any changes in the amount of existing material (soil) on and over the right of way must be approved in advance.

### 1) FENCES

- A. Fence posts should not be installed within four (4) feet of the center of the pipeline, and the first post either side of the pipeline should be set in hand dug holes.
- B. To perform normal maintenance, access through or around fences across the right of way must be provided.
- C. Installer shall adhere to provisions A & C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

### 2) LANDSCAPING (plantings which require excavation beyond one (1) foot in depth)

- A. Flower beds and shrubs are permitted within the right of way, but may be damaged by required annual pipeline surveys if planted directly over the pipeline. Significant maintenance may require total clearing of the right of way.
- B. Lawns and vegetable gardens are acceptable uses.
- C. Provision A & C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS must be followed where excavation exceeds one (1) foot in depth.

### 3) STREETS, ROADS AND DRIVEWAYS

- A. Residential driveways, intended for light vehicle access to a single family dwelling, must have a minimum of 3.5 feet of cover over the pipeline.
- B. Driveways shall not run lengthwise within the right of way and must cross on an angle, which when measured between the proposed drive and the right of way, is not less than 45 degrees.
- C. An opportunity for Northwest to make a pipe inspection must be given prior to the start of any construction.
- D. Provisions A, C, D & E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to all driveway crossings.
- E. Street or road construction requires a special encroachment agreement from Northwest. Plans for such crossings should be submitted at least 90 days prior to commencement of work to allow adequate time for project review and approval.

### 4) TEMPORARY EQUIPMENT CROSSINGS

- A. Normal loads acceptable to the state highway department may cross the pipeline where a minimum of 5.5 feet of cover is provided. Equipment such as construction, logging, etc., must cross the pipeline only at approved crossing locations where the cover has been checked and determined adequate to meet the bearing load requirements. No deviation from this requirement is allowed without prior authorization.

- B. Contractor is also required to meet all of the provisions of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

### 5) OPEN WATERWAYS

- A. Open waterways, including bar ditches and drain ditches, smaller than 3 feet wide at the bottom must have a minimum of 3.5 feet of cover from the top of the pipeline to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are considered on an individual basis.
- B. Anyone altering (clearing, regrading or changing alignment of) a waterway must obtain approval from Northwest prior to beginning any changes and shall comply with provisions A & C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

### 6) DITCHING/EXCAVATIONS

- A. Plans for excavation on the right of way must be approved prior to commencing work. Excavating closer than 2 feet to the pipeline shall be done by hand until the pipeline is exposed and shall be done only under the supervision of an authorized Northwest representative. When excavating for crossing the ditch line, after the pipeline has been exposed, the excavation equipment must be positioned so that from the point of operations, the equipment will not reach within 2 feet of the pipeline.
- B. When a backhoe is used, the bucket teeth should be curled under each time the bucket is brought back into the ditch to reduce the chance of the teeth contacting the pipeline. Where possible, a bar should be welded across the teeth and side cutters should be removed from the bucket.
- C. Any plowing or ripping of soil on the right of way at depths greater than one (1) foot, including agricultural activities, are required to be reviewed on an individual basis to ensure proper cover exists.

### GENERAL REQUIREMENTS FOR ALL BURIED LINE CROSSINGS

- A. All buried lines crossing Northwest's right of way shall be installed in accordance with all applicable codes and requirements governing such installations.
- B. All buried lines crossing Northwest's pipeline right of way shall cross at an angle of 45 degrees or more.
- C. All buried lines shall cross under Northwest's pipeline unless infeasible because of grade requirements, underground structures, heavy rock, or existing pipeline cover.
- D. All buried lines crossing Northwest's pipeline shall maintain a minimum of twelve (12) inches between the pipeline and the utility with the same depth of cover carried across the entire right of way. At no time shall the clearance between pipeline and utility be less than twelve (12) inches.
- E. A joint trench is the recommended method for utilities to cross the right of way. Under normal circumstances only one permit would be needed for multiple lines in the same trench.
- F. A 6-inch vinyl direct-burial warning tape should be placed 12-18 inches above the crossing line and extend across the entire width of the right of way as a protective measure. The warning tape may be furnished by Northwest when requested.

### 1) BURIED COMMUNICATION LINE CROSSINGS (TELEPHONE, TV, DATA TRANSMISSION, FIBER OPTIC)

- A. Shall be installed in accordance with the guidelines of the National Electrical Safety Code.
- B. Shall be encased in a rigid nonmetallic conduit across the width of the right of way.
- C. For fiber optic lines, a 6-inch thick concrete cap shall be placed over the crossing fiber optic cable for a distance of not less than 10 feet on each side of the pipeline.
- D. For fiber optic lines, signs shall be placed at each edge of the right of way to mark the angle and path of the fiber optic cable crossing. These signs are to be provided by the installer of the cable.

### 2) BURIED POWER LINE CROSSINGS

- A. Shall be installed in accordance with guidelines of the National Electrical Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- B. Shall be encased in rigid nonmetallic conduit.



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**EXHIBIT "C"**  
**ENCROACHMENT SPECIFICATIONS**

- C. Shall have minimum clearances between lines as follows: 24 inches for 0 to 600 volts; 30 inches for 601 to 22,000 volts; 36 inches for 22,001 to 40,000 volts; and 42 inches for 40,001 volts and above.
- D. A 6-inch wide vinyl direct-burial warning tape shall be placed 12 to 18 inches above the buried line and shall extend across the entire width of the right of way. The warning tape may be furnished by Northwest when requested.
- E. Shall have signs placed at each edge of the right of way to mark the underground cable angle and path of crossing unless prohibited by the right of way agreement. If the cable crosses above the pipeline, the signs shall so indicate. These signs should be furnished by other companies involved in the crossings.

**3) SEWER AND WATER-MAIN CROSSINGS**

- A. When a sewer line is permitted to cross over the pipeline and a support is required by Northwest, the method of support must be approved Northwest.
- B. Sewer line crossings are limited to tight lines only. Distribution lines are not permissible on the right of way.
- C. Manholes and storm drain covers are not permitted in the right of way.

**4) METALLIC PIPE CROSSINGS**

- A. Shall have two corrosion test leads installed on Northwest's pipeline and two on the crossing pipe at the point of the crossing to provide a means of monitoring for interference with Northwest's cathodic protection system.
- B. Shall be protective-coated for ten feet each side of Northwest's pipeline.
- C. Northwest personnel shall install the lead on Northwest's pipeline and, if requested, will also install the lead on the crossing pipe.

**OVERHEAD POWER LINE AND TELEPHONE LINE CROSSINGS**

- A. Shall maintain a minimum of thirty feet vertical clearance across the right of way to provide adequate work space for Northwest equipment working on the right of way.
- B. Shall have no poles or appurtenances located on the right of way.
- C. Shall ensure that overhead crossings are not directly above a gas escape vent (e.g. relief valve vent, station blowdown vent). The minimum horizontal distance allowable in placement of an overhead crossing to a gas escape vent shall be 25 feet.
- D. All above ground crossings of Northwest's rights of way must cross at an angle of 45 degrees or more.

**BORED CROSSINGS**

- A. Bored crossings require potholing two feet ahead of the pipeline and monitoring of the bore distance to prevent exceeding pothole with misaligned bore. Bore may proceed if the bore is still on target when pothole is reached.



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