

RETURN ADDRESS

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



200009070033

, Skagit County Auditor

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DOCUMENT TITLE(S): FACILITY EASEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 7 2000

GRANTOR(S): LANSWEL DEVELOPMENT CORPORATION
8001 TALBOT
EDMONDS, WA 98026

Amount Paid \$ ϕ
Skagit County Treasurer
By: Deputy

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

LEGAL DESCRIPTION: NE 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SKAGIT
COUNTY, WASHINGTON

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: P39361

FACILITY EASEMENT

On this, the 21st day of July, 2000, for Ten Dollars (\$10.00) and other valuable consideration, LANSWEL DEVELOPMENT CORPORATION ("Grantor"), whose address is 8001 Talbot, Edmonds, Washington 98026, 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, a facility easement ("Easement") in order to locate, survey, construct, entrench, enclose, maintain, repair, replace, protect, inspect and operate a facility and appurtenances including but not limited to valves, metering equipment, and related facilities ("facilities") that are necessary for the operation and maintenance of the pipelines for the transportation of natural gas and/or other related products, on, over, above 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, to wit:

<u>Tax Parcel No.</u>	<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
P39361	NE1/4	35	35 North	5 East	W.M.

The Easement abuts the northerly boundary of Grantee's Tax Parcel No. P39331 as provided in Exhibit "A" attached and made a part of this agreement. The Easement is subordinate to the Grantee's right of way and easement for the existing pipelines and encumbers an area approximately 37.5 feet by 62.5 feet or 2,343.75 square feet or 0.054 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 said facilities, and the removal or replacement of same at will, either in whole or in part ("work"). Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which may be constructed on or above the surface.

Grantee shall have the right to cut and 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 within the Easement area.

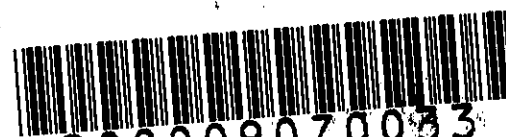
Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities involved with the Easement granted to the Grantee, its successors and assigns. Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this agreement, with such rights and Easement deemed as 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 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.

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 Easement.

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
16TH DAY OF August, 2000.

**LANSWEL DEVELOPMENT CORPORATION
(GRANTOR)**

Anta V. Lee Treasurer

**NORTHWEST PIPELINE CORPORATION:
(GRANTEE)**

Rodney P. Gregory
Rodney P. Gregory, Attorney-in-Fact



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, Skagit County Auditor

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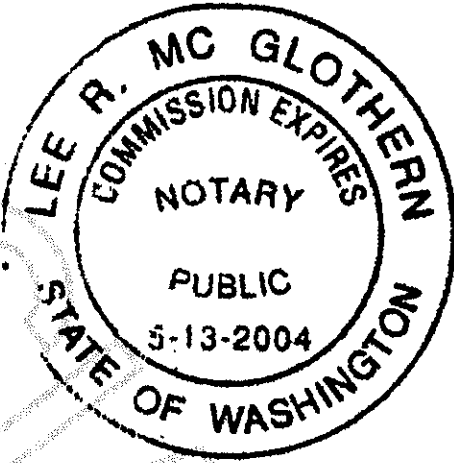
ACKNOWLEDGMENT

STATE OF Washington)

COUNTY OF Snohomish)

The foregoing instrument was acknowledged before me this 16TH day of August, 2000,
by ANITA W. LEE, TREASURER - LANSWEL DEVELOPMENT CORP.

My Commission Expires:
5-13-04



Lee R. Mc Glothern
Notary Public in and for
Snohomish County, State
of Washington



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, Skagit County Auditor

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EXHIBIT "A"

LEGEND

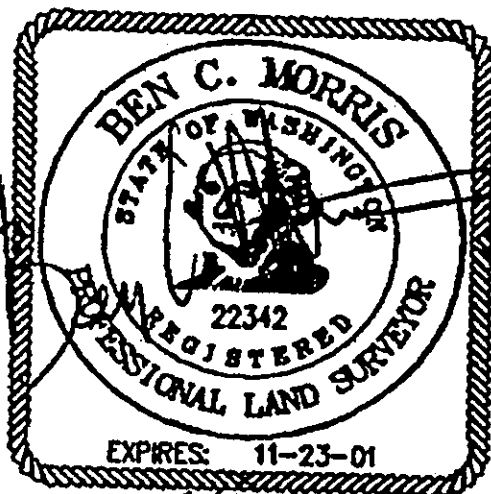
- SET HUB/TACK (JUNE 2000)
- ✕ SET SPIKE (JUNE 2000)
- FOUND BRASS PLUG MONUMENT (JUNE 2000)

NOTE:

PARCEL P39331 IS 50' x 125' PER SKAGIT CO. ASSESSOR'S RECORDS, AND 50' x 100' PER CORRECTION DEED AF# 670920 RECORDED AUG. 26, 1965.



SCALE: 1" = 40'



SUITE 104
1323 LINCOLN ST.
BELLINGHAM, WA 98226
360-676-2350

SE COR. NW 1/4, NE 1/4,
SEC. 18 PER S/P SW 02-80
(FOUND B.P. MON. S81°00'40"W,
2.34' FROM CALC)

PROJECT #12251

EXHIBIT MAP - SEDRO WOOLLEY METER STATION

SCALE: 1" = 40'	APPROVED BY:	DRAWN BY
DATE: 06/30/00	BCM BK 596/35	LNC
FOR WILLIAMS GAS PIPELINES - WEST		
PTN. OF SW 1/4, NE 1/4, SEC. 18, TWP. 35 N., RGE. 5 E., W.M. SKAGIT COUNTY, WASHINGTON		SHEET NUMBER 08600A W08600ASK.DWG



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Skagit County Auditor