

RETURN TO:
Northwest Pipeline Corporation,
a.k.a. Williams Gas Pipeline – West
10121 Evergreen Way, Suite 25, Box 604
Everett, WA 98204



200206260083

Skagit County Auditor

6/26/2002 Page 1 of 4 2:29PM

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment (“Amendment”) is dated this 17th day of June, 2002, by and between NORTHWEST PIPELINE CORPORATION, located at 295 Chipeta Way, P.O. Box 58900, Salt Lake City, Utah 84158-0900 (“Grantee”), successor-in-interest to El Paso Natural Gas Company and Philip W. Leese & Angela R. Leese, husband & wife, (“Grantor”) whose address is 24659 Gunderson Road, Mount Vernon, Wa. 98273.

RECITALS:

WHEREAS by that certain Right-of-Way Contract recorded on 9/14/56, (the “Contract”), recorded in the records of Skagit County, as Auditor Number 541528, Clem Martin, as Grantors predecessors-in-interest, granted and conveyed unto Grantee’s predecessor-in-interest a right-of-way on, over and through certain real property situated in Skagit County, State of Washington as described and identified in the Contract.

WHEREAS the undersigned Grantor warrants that it is now the owner in fee simple of the described property or a portion of the property as of the amendment date. The Grantors now own that portion of the property known as Assessor Parcel Number P30493 being in Section 30, Township 34N, Range 5E.

AGREEMENT:

NOW THEREFORE, for an in consideration of the mutual promises contained in this Amendment, Grantor grants to Grantee an amendment as described below:

The parties desire and agree to amend the Contract(s) to allow for the installation and construction of the Grantee's proposed 36 inch pipeline and to specify the location and of the easement as follows:

1. The Right-of-Way shall be 75 feet in Width over a portion of the SW1/4, NW1/4 of the NE1/4 of Section 30, Township 34 North, Range 5 East, W.M., more particularly described as Skagit County Assessor Parcel Number P30493 being 20 feet (more or less) westerly and 55 feet (more or less) easterly, as measured from Grantee's westerly most pipeline.

2. Said Right-of-Way shall be limited to a total of three pipelines; the two presently existing and the third provided for in this Amendment. Construction Requirements for installation of the Grantor's 36 inch pipeline and agreements affecting the pipelines and Right-of-Way are shown on the attached exhibit "A".

*JOB
Pud
at*

This Amendment shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties to this Amendment.

Except as amended, all terms, conditions, and provisions of the existing Right-of-Way Contract(s) and Amendments thereto shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of this 17th day of June, 2002.

GRANTOR:

Philip W. Leese
Philip W. Leese

Angela R. Leese
Angela R. Leese

0844
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 26 2002

Amount Paid \$
Skagit Co. Treasurer
By *MAM* Deputy

GRANTEE:

NORTHWEST PIPELINE CORPORATION:

Rex Johnson
Rex Johnson, Attorney-in-Fact



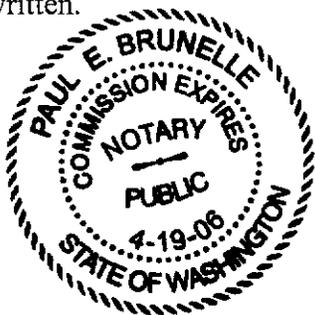
200206260083
Skagit County Auditor

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this 17th day of June, 2002, personally appeared Philip W. Leese and Angela R. Leese to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument at his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Paul E. Brunelle

Notary Public in and for the State of Washington

My Commission Expires: 4-19-06

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF Washington)
)ss.
COUNTY OF _____)

On the 18th day of June, 2002, Rex Johnson personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact of Northwest Pipeline Corporation, and that the Agreement was signed on behalf of Northwest Pipeline Corporation and said acknowledged to me that as such Attorney-in-Fact executed the same.



Paul E. Brunelle

Notary Public in and for the State of Washington

My Commission Expires: 4-19-06



200206260083

Skagit County Auditor

EXHIBIT "A"

CONSTRUCTION STIPULATIONS AGREEMENT

In accordance with the terms and conditions of the Easement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will give Grantor 7 working days advance notice prior to entry for construction purposes for the purpose of removing his cattle from the Right-Of-Way area. ✓
2. No salvageable timber is to be removed from the Right-Of-Way or Temporary Work Space. ✓
3. Grantee will not build a permanent road within the Right-Of-Way. ✓
4. Grantee agrees that there are to be no above ground installations without the written permission of Grantor. ✓
5. Grantee agrees that all pipelines will be for the purpose of transmission of natural gas. ✓
6. Grantee is to restore the septic drain field within the Right-Of-Way to as good or better than prior to construction of 36" pipeline within the guidelines as set forth by the Health Dept. rules. In the event the drain field has to be relocated, Grantor and Grantee will work together for proper location. ✓
7. Grantee will restore the 2 storm drains on each side of his driveway, within the Right-Of-Way, to as good or better than prior to entry. ✓
8. Grantee will restore the city water line crossing his property to as good or better than prior to entry. ✓
9. If disturbed, Grantee will restore the garden area with comparable soil as is currently utilized. ✓



200206260083
Skagit County Auditor