

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



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

On this, the 17th day of June, 2002, for Ten Dollars (\$10.00) and other valuable consideration, S-W Land Company, LLC a Washington Limited Partnership The Foxhall Company, LLC a Washington Limited Partnership as tenants in common ("Grantor"), whose address is, 1124 West Racine Street, Bellingham, 98226 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, to wit: ** California* ** For NWP use only*

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
NE 4	18	35 North	05 East

Most commonly known as Assessor Parcel Number P39358

The Easement shall be defined as 75 feet in width being 55 feet Easterly and 20 feet Westerly as measured from the centerline of the Grantees most westerly pipeline.

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 the 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, timber, 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 initial construction of facilities are described in Exhibit "A" 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 construction, be buried to such depth 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 road, 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 Grantors actions or inactions, excluding any contamination caused by the Grantee or its predecessors-in-interest.

Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien 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.

It is further agreed by the parties that this Easement shall supercede and replace any and all other agreements, contracts, easements and/or amendments to said agreements, contracts or easements now held by the Grantee for the installation, repair and replacement



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of pipelines on, over, under or through the Grantors property as described herein. Separate agreements such as road agreements, access agreements or agreements for separate pipelines, such as lateral pipelines from the Grantee's existing mainline transmission facilities shall not be affected by 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

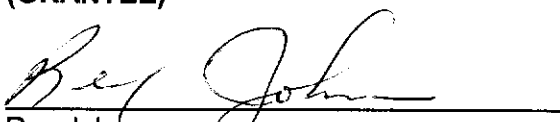
THIS 11th DAY OF June, 2002.

GRANTOR:


S-W Land Company, LLC a Washington Limited Partnership

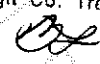

The Foxhall Company, LLC a Washington Limited Partnership
California

NORTHWEST PIPELINE CORPORATION:
(GRANTEE)


Rex Johnson

#3002
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 02 2002

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



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CORPORATE ACKNOWLEDGMENT

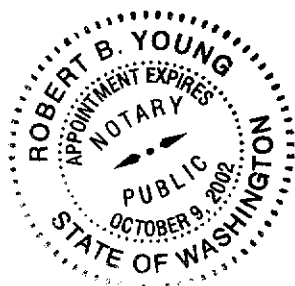
State of Washington)
) ss.
County of Skagit)

On this 11th day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Frederick G. Flemming of S-W Land Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument as the corporations president.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Signature of Notary

SEAL



NOTARY PUBLIC in and for the state of: Washington

Residing within the County of: Skagit

My commission expires 10-9-02



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CORPORATE ACKNOWLEDGMENT

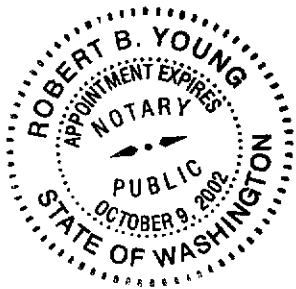
State of Washington)
) ss.
County of Skagit)

On this 17th day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Frederick G. Flemming of The Foxhall Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument as the corporations president.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Signature of Notary

SEAL



NOTARY PUBLIC in and for the state of: Washington

Residing within the County of: SAN JUAN

My commission expires 10-9-02



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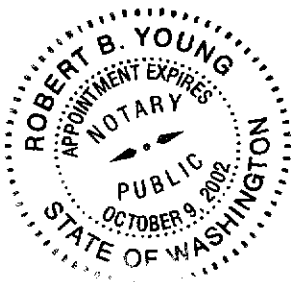
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF WASHINGTON)

)ss

COUNTY OF SNOHOMISH)

On the 17th day of June, 2002, personally appeared Rex Johnson 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.



[Signature]
Signature of Notary

Notary Public in and for the County of SNO,
State of Washington

My Commission Expires: 10-9-02



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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. There shall be no additional above ground appurtenances except for cathodic protection, and pipeline markers as required by law.

2. There shall be only a total of 3 grantee pipelines.

3. Payment includes all reasonable and customary
4. Damages.

5. Easement and TWS shall be returned to
6. same approximate grade and all stumps will
7. be ground to at least 6" under grade.

8. Grantee has option to pay Grantor reasonable
9. sum for Grantor to repair grade should
weather prevent timely repairs.

- Grantee agrees to provide an as built survey
within 180 days of completion of 3rd
pipe installation.

- Environmental liability shall not include acts of
God, or any environmental issues beyond the direct
control of Grantor or their predecessors in
interest.

[Handwritten signature]



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