

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 26<sup>th</sup> day of JUNE, 2002, for Ten Dollars (\$10.00) and other valuable consideration, **John A. Lange and Gayle Lange Husband and Wife** ("Grantor"), whose address is, **1427 231st Street SE, Bothell, 98021** 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:

<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 **P39361**

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"). With separate written consent, and compensation, 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 of pipelines on, over, under or through the Grantors property as described herein. Separate



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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 26<sup>th</sup> DAY OF JUNE, 2002.

GRANTOR:

  
John A. Lange

  
Gayle Lange

NORTHWEST PIPELINE CORPORATION:  
(GRANTEE)

  
Rex Johnson

3025  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUL 05 2002

Amount Paid \$ 0  
Skagit County Treasurer  
By:     Deputy



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PERSONAL – ACKNOWLEDGMENT

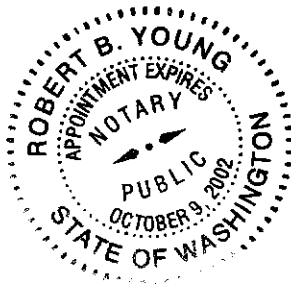
STATE OF WASHINGTON )

)ss.

COUNTY OF SNOHOMISH )

BEFORE ME, the undersigned authority, on this 26<sup>th</sup> day of June, 2002, personally appeared John A. Lange and Gayle Lange, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed the said instrument as his/her/their 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.



  
\_\_\_\_\_  
Signature of Notary

Notary Public in and for the County of Snohomish,

State of Washington

My Commission Expires: 10-09-02



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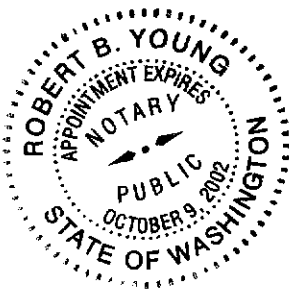
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF WASHINGTON )

)ss

COUNTY OF SNOHOMISH )

On the 26<sup>th</sup> 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 Snohomish,  
State of Washington

My Commission Expires: 10-09-02



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EXHIBIT "A"

SUPPLEMENTAL 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 at road and fence crossings, and at property lines as may be required by law.

2. There shall be only a total of 3 Grantee pipelines across the property.

3. Grantee acknowledges that there are existing improvements that have been allowed in the right of way for the operation of the Grantors golf course. Said improvements include, but are not limited to all improvements associated with the operation and maintenance of a golf course and driving range. Further said existing and future (as may be approved by Grantee) improvements are expressly excluded from non-compensable items on the right of way, Grantee will repair or replace said improvements should Grantee need to disturb the easement area again.

4. Grantee agrees to provide an as built survey within 180 days of completion of 3<sup>rd</sup> pipe installation.

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

6. Grantee shall pay Grantor within 30 days of Grantor execution of this document \$30,000.00 to pay for 30 consecutive days of business loss at \$1000.00 per day, this shall cover the period of construction and restoration. It is expressly agreed that the 30 day period of business loss begins when heavy construction equipment starts work. Should construction or restoration take longer than 30 consecutive days, Grantor will be paid an additional \$1000.00 per day that play is not possible on golf course due to presence of heavy equipment. Should construction finish within a reasonable time, and at mutual agreement restoration cannot be initiated immediately after construction, the remaining paid days shall be applied once restoration begins. Grantor and Grantee have agreed that excepting unusual circumstances, the construction and restoration should be completed within the allocated 30 days. Should construction, or maintenance require additional time as may be reasonably agreed by Grantor and Grantee, the above additional \$1000.00 per day of being unable to play shall prevail.

7. Grantor and Grantee agree that should construction or repairs extend into June, July, or August, the \$1000.00 per day shall be prorated to \$1500.00 per day for the said days in June, July, or August.

8. Grantor has agreed to provide Grantee an estimate of reasonable repair costs (amount needed to have golf course repaired to as good or better condition than prior to



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Grantees actions) for actual damage caused by Grantees installation of the third pipeline within 7 days of completion of said installation. Grantee reserves the right that should the estimate appear to be unreasonable, to have a second estimate provided by a company qualified to make such repairs and provide said bid presented to Grantor for consideration. Grantee and Grantor agree that should mutual agreement not be possible on reparation terms and costs to have said dispute settled by a disinterested third party (Mediator). Grantor and Grantee both agree to use reasonable and customary construction practices for the kind of repairs required to return golf course to as good or better condition than prior to Grantees installation of third pipeline.

9.11. Grantor and Grantee agree that the spirit of this contract is to make Grantor whole after construction, to reimburse for reasonable and necessary expenses, and return golf course to at least as good of condition than existed prior to Grantees activities for third pipeline installation as quickly as reasonably possible.

10.12. If any additional Jurisdictional approvals are needed (ie: building permits for repairs) Grantor will be compensated for loss of business for driving range.

11.13. Grantor and Grantee agree that if at the time of construction Grantors access road is at the stage that Grantee can use it, Grantee will do so after paying an additional \$13,000.00 to Grantor. Either party may with or without reason choose not to use, or allow to be used the aforementioned road.



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Two handwritten signatures in black ink, one appearing to be 'JL' and the other 'JS', located at the bottom right of the page.