



201007130014

Skagit County Auditor

7/13/2010 Page

1 of

12 9:22AM

Document Title: FACILITY EASEMENT

Reference Number: 7

Grantor(s):

☐ additional grantor names on page ____

1. ROBERT BEVER

2. SHARON BEVER

Grantee(s):

☐ additional grantee names on page ____

1. NORTHWEST PIPELINE GP

2.

Abbreviated legal description:

☒ full legal on page(s) 4,5

SEC 31 T 36N R 5E

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P 51130

I, CLAY R GUSTAVES, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

7/13/2010

**NORTHWEST PIPELINE GP
FACILITY EASEMENT**

On this, the 25th day of June, 2010, for Ten Dollars (\$10.00) and other valuable consideration, **Robert and Sharon Bever**, whose address is **5705 State Route 9, Sedro Woolley, WA 98284** ("Grantor"), does hereby grant, sell and convey to **NORTHWEST PIPELINE GP, 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, maintain, repair, replace, protect, inspect and operate a facility [Cathodic Protection Ground Bed] ("Facilities") ~~that are necessary for the operation and maintenance of the pipeline for the transportation of natural gas and/or other related products, on, over, above, and through the land described below.~~ ^{see B, 1B, 1B} Grantor warrants that it is the owner in fee simple of the land, situated in the County of ~~Skagit~~ ^{Ab}; State of Washington, to wit:

PORTION OF O/S #617 AF #762605 1973 PTN LT 3 & NW1/4 SW1/4 AKA LT 2 S/P 26-79 REC AF #7908170006

A legal description of the Easement is described in Exhibit "A" attached and made a part of this agreement. The Easement is located in close proximity to the existing pipelines and shall be designated by the survey known as Exhibit "A" attached hereto and made a part of this agreement, encumbering approximately 6,000 square feet; 0.138 acres. The description of facilities is as follows.

A cathodic protection site to provide a low resistance ground bed anode to which soil-generated current on Grantees natural gas pipelines may be directed, composed of necessary anodes and underground cables as shown on Exhibit "A".

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said Easement, 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 may use such portions of the property along and adjacent to said Easement as may be reasonably necessary during construction of the facilities, and as clearly defined and shown on Exhibit "A".

Grantee shall have the right to cut and keep clear 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. However, Grantor reserves the right to cross the Easement with utilities and/or driveways and roads provided that said utilities, driveways and roads cross the Easement at angle as close to 90 degrees as possible and maintain 2 feet of vertical separation from Grantee's Facilities. Permission for the encroachment of Grantor's utilities, roads and/or driveways shall not be unreasonably withheld.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities involved within 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 Facilities constructed on it. Upon such abandonment action, Grantee shall execute and record a reconveyance and release of this Easement whereupon this 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.

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



201007130014

Skagit County Auditor

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 26th DAY OF June, 2010.

GRANTOR:

Robert R. Bever
Robert Bever

Sharon Bever
Sharon Bever

NORTHWEST PIPELINE GP
(GRANTEE)

Clay R Gustaves
Clay R Gustaves, Attorney-in-Fact

2085
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 13 2010

Amount Paid \$ 0
Skagit Co. Treasurer
By Indm Deputy



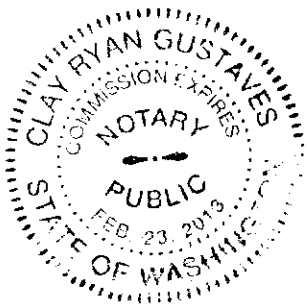
201007130014
Skagit County Auditor

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF SKAGIT)

BEFORE ME, the undersigned authority, on this 26TH day of JUNE, 2010 personally appeared Robert and Sharon Bever, 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.

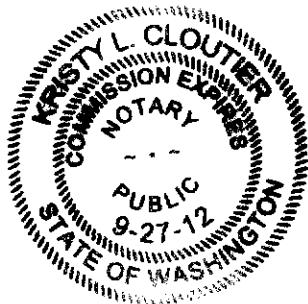


Clay R Gustaves
Notary Public in and for the State of Washington
My Commission Expires: 2/23/2013

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF Washington)
)ss.
COUNTY OF King)

On this 29th day of June, 2010, Clay R Gustaves personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact of Northwest Pipeline GP, and that the Agreement was signed on behalf of Northwest Pipeline GP and said acknowledged to me that as such Attorney-in-Fact executed the same.



Kristy Cloutier
Notary Public in and for the State of Washington
My Commission Expires: 9/27/12



Skagit County Auditor

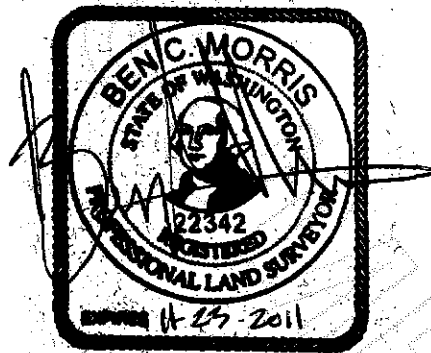
**LEGAL DESCRIPTION
FOR
PERMANENT EASEMENT
NORTHWEST PIPELINE CORPORATION
(CATHODIC PROTECTION SITE)**

A 10 foot wide Easement in the Northeast quarter of the Southwest quarter of Section 31, Township 35 North, Range 5 East of Willamette Meridian. More Particularly described as follows (bearings and distances are NAD 83/91, Washington State Plane Coordinate System, North Zone):

Commencing at a Cased Brass Monument marking the Center of said Section 31 also being a point on the Centerline of Fruitdale Road; Thence North $88^{\circ}00'36''$ West, along the North line of said Northeast quarter of the Southwest quarter and Centerline of Fruitdale Road for a distance of 276.25 feet to a point on the West line of the Northwest Pipeline Corporation Right of Way and Easement (being 20 feet Westerly as measured from the Centerline of the Grantees most Westerly pipeline); Thence South $00^{\circ}59'27''$ West, along said West line of Right of Way and Easement for a distance of 20.00 feet to a point on the Southerly Right of Way of Fruitdale Road and the True **Point of Beginning**; Thence continuing South $00^{\circ}59'27''$ West, along said West line of Right of Way and Easement for a distance of 10.00 feet; Thence North $88^{\circ}00'36''$ West, parallel to said Centerline of Fruitdale Road for a distance of 600.00 feet; Thence North $00^{\circ}59'27''$ East, parallel to said West line of Right of Way and Easement for a distance of 10.00 feet to a point on said Southerly Right of Way; Thence South $88^{\circ}00'36''$ East, along said Southerly Right of Way for a distance of 600.00 feet to the **Point of Beginning**.

Situate in Skagit County, Washington.

Prepared by Larry Steele & Associates, Inc.
Land Surveyors
1323 Lincoln St.
Bellingham WA 98229
360-676-9350
Job #03610
May 19, 2010



Legal description: A portion of the NE1/4SW1/4 of Section 31, Township 36N, Range 5E, WM., Skagit County, WA, as shown on Exhibit A. (Affects Tax Account No. P51130)



Department of Energy

Bonneville Power Administration
914 Avenue D
Snohomish, WA 98290-2337

LAND USE AGREEMENT

CASE No. 20100526

TRACT No's. A-B-31-A-143, S-BL-48-A-304
LINE/FACILITY: Snohomish-Blaine No. 1
(Operated as Mile 54 Monroe-Custer No. 2) Adno 8428 Str. 54/1 - 54/2
Sedro Woolley-Bellingham 1&2
(Lt. Ckt. Operated as Mile 6 Sedro Woolley-Bellingham No. 1
Rt. Ckt. Operated as Mile 31 Murray-Custer No. 1)
Adno 8441 Str. 6/1 - 6/2 & Adno 8434 Str. 31/1 - 31/2

Northwest Pipeline GP
22909 NE. Redmond Fall City Road
Redmond, WA 98053

Bonneville Power Administration (BPA) hereby agrees to Northwest Pipeline GP's use of BPA's easement area for construction/installation, use, and maintenance of an underground cathodic protection distributed anode ground bed and also a temporary construction area. The cathodic protection system is approved.

The location of this use is partially within the NE1/4SW1/4 of Section 31, Township 36 North, Range 5 East, Willamette Meridian, Skagit County, State of Washington, as shown on the attached segment of BPA Drawing No. 251735, Sheet 6 of 26 marked as Exhibit A.



201007130014

Skagit County Auditor

This Agreement is revocable at will by BPA and does not modify, change or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

NORTHWEST PIPELINE GP AGREES THE FOLLOWINGWING ITEMS ARE MANDATORY.

1. **A copy of this permit shall be physically located at the project during construction activities.**
2. Inform BPA once the construction of the approved use is complete.
3. Maintain a minimum distance of at least **25** feet between construction equipment and the transmission line conductors (wires) at all times. Do not measure this with measuring tape, pole, or other physical means.
4. The underground cathodic protection system shall maintain a minimum horizontal clearance of **50** feet to the point where steel lattice tower legs enter the earth.
5. Design and build the portion of the underground cathodic protection system constructed within the BPA easement area to withstand HS-20 loading from BPA's heavy vehicles.
6. No interference or obstruction of access to transmission line structures by BPA's maintenance crews will be allowed. Access to BPA transmission line system and structures by BPA and/or its contractors shall remain open and unobstructed at all times.
7. No Storage of flammable materials or refueling of vehicles or equipment within the easement area.
8. Bury and maintain the cathodic protection system to a minimum depth of **24** inches to meet BPA requirements (0-600V) or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
9. Mark the location of the underground cathodic protection system with permanent signs, and maintain such signs, where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way. BPA will not be responsible for damage to facilities not visibly marked.
10. All uses of the right-of-way shall meet local/state/federal/national codes.
11. Restore BPA's right-of-way to its original condition, or better following construction.
12. BPA right-of-way access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed project shall be repaired at the applicant's expense.
13. Temporary overburden on the right-of-way is acceptable during construction assuming it is placed no higher than **5** feet and no equipment shall be placed on top of the overburden. Assuming the equipment used meets the clearance requirements to the conductor is acceptable to engineering.

No changes or additions to the use of the right-of-way is allowed without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Tract Nos. A-B-31-A-143, S-BL-48-A-304

2

Case No. 20100526



201007130014

Skagit County Auditor

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if such use should, at any time, become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, Northwest Pipeline GP will be required to stop their use or remove such hazard or interference from the right-of-way at no expense to BPA.

Northwest Pipeline GP agrees to assume risk of loss, damage, or injury which may result from their use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from Northwest Pipeline GP's use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Northwest Pipeline GP.

The following items are advisory in nature, but should be given due consideration.

- Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock. It is suggested that road building / construction equipment be grounded with a drag chain.
- Construction/installation, use, and maintenance of the underground cathodic protection system shall be at no cost to BPA.
- The right-of-way is patrolled by helicopter. Animals may be frightened by aircraft noise.
- BPA shall not be liable for damage to Northwest Pipeline GP's property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of Northwest Pipeline GP's facilities being within the right-of-way.
- Location of neighborhood fences is a particular concern of BPA's maintenance personnel. A major portion of these are under BPA's transmission lines and run parallel to the transmission line wire (electrical conductors). The fences provide a barrier which make it difficult for BPA trucks, equipment and personnel to access and perform maintenance activities along the conductors and to the structure.
- BPA seeks help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$ 25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

Official communication should be directed to, Bonneville Power Administration, Real Estate Field Services TERR/Snohomish, 914 Avenue D, Snohomish, WA 98290, or by telephoning Robert A. Thompson, at (360) 563-3644 with questions or concerns.

Tract Nos. A-B-31-A-143, S-BL-48-A-304

3

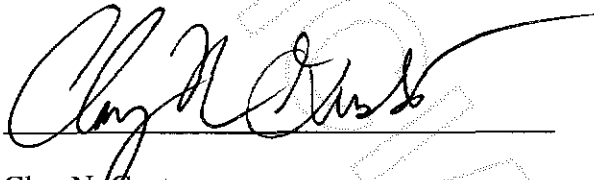
Case No. 20100526



Please note that BPA is not the owner of this property. If Northwest Pipeline GP is not the owner, Northwest Pipeline GP must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as this project. This agreement is subject to those other rights.

This Land Use Agreement becomes effective upon the signature of all parties. This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.

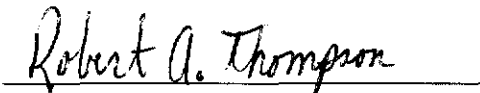
I have read, understand and concur
to the terms of this permit.



Clay N. Gustaves
Land Representative
Northwest Pipeline GP

THIS AGREEMENT IS HEREBY AUTHORIZED

Dated this 12TH day of JULY, 2010.



Robert A. Thompson
Realty Specialist
Bonneville Power Administration



201007130014

Skagit County Auditor

7/13/2010 Page 10 of 12 9:22AM

Tract Nos. A-B-31-A-143, S-BL-48-A-304

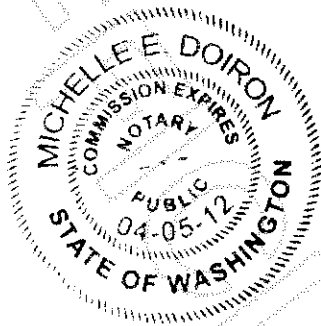
State of Washington)

) ss

County Snohomish)

On this 12th day of July, 2010, before me personally appeared

Robert A. Thompson, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is subscribed to the within instrument and who acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein mentioned.



Michelle E. Doiron
Notary Public in and for the

State of Washington

Residing at Arlington

My commission expires 04/05/2012

State of Washington)

) ss

County Snohomish)

On this 12th day of July, 2010, before me personally appeared

Clay N. Gustaves, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is subscribed to the within instrument and who acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein mentioned.



Robert A. Thompson
Notary Public in and for the

State of Washington

Residing at Snohomish

My commission expires 05/04/2011



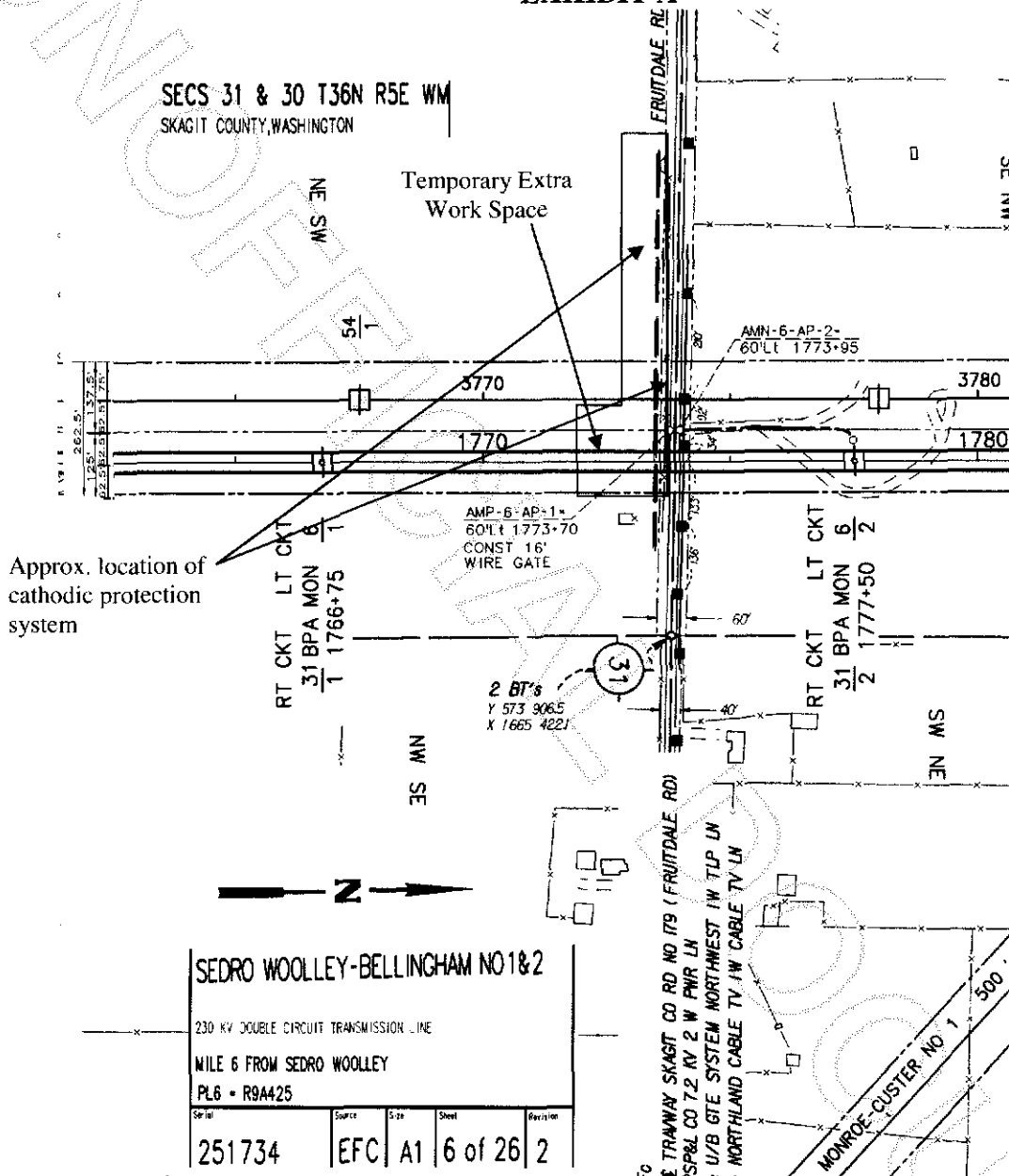
201007130014

Skagit County Auditor

7/13/2010 Page 11 of 12 9:22AM

Tract Nos. A-B-31-A-143, S-BL-48-A-304

EXHIBIT A



Northwest Pipeline GP

LUA use is for an underground cathodic protection system

Snohomish-Blaine No. 1 (Operated as Mile 54 Monroe-Custer No. 2), Sedro Woolley-Bellingham 1&2 (Lt. Ckt. Operated as Mile 6 Sedro Woolley-Bellingham No. 1 and Rt. Ckt. Operated as Mile 31 Murray-Custer No. 1)

Portion of Drawing
251734

Tract Nos. A-B-31-A-143, S-BL-48-A-304

6

Case No. 20100526



201007130014

Skagit County Auditor