

RETURN ADDRESS

NORTHWEST PIPELINE GP
A.K.A. WILLIAMS NORTHWEST PIPELINE
22909 NE REDMOND FALL CITY ROAD
REDMOND, WA 98053



201110190021
Skagit County Auditor

DOCUMENT TITLE(S)

FACILITY EASEMENT

GRANTOR(S)

THOMSON LIVING TRUST

GRANTEE(S)

NORTHWEST PIPELINE GP

Legal Description

PORTION OF LOT 2 SHORT PLAT#96-055 AF#200001110050 LOCATED IN A PORTION OF SW1/4 SE1/4 EXCEPT FOLLOWING DESCRIBED PORTION OF SAID LOT: BEGINNING AT THE SE CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE NE CORNER OF LOT 3 OF SAID SHORT PLAT; THENCE NORTH 00-28-00 EAST, ALONG THE EAST LINE OF SAID LOT 2, 217.89 FEET TO THE NE CORNER OF SAID LOT 2; THENCE NORTH 64-29-19 WEST, ALONG THE NORTH LINE OF SAID LOT 2, 56.39 FEET; THENCE SOUTH 08-18-12 WEST, 206.04 FEET TO THE SOUTH LINE OF LOT 2; THENCE SOUTH 64-28-45 EAST, ALONG SAID SOUTH LINE, 87.50 FEET TO THE POINT OF BEGINNING. ALSO INCLUDING THAT PORTION OF LOT 1 OF SAME SHORT PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE SOUTH 89-09-53 EAST, ALONG THE NORTH LINE OF SAID LOT 2, 505.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89-09-53 EAST, 251.01 FEET; THENCE SOUTH 03-08-52 WEST, 113.25 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 64-29-19 WEST, ALONG SAID NORTH LINE, 271.20 FEET TO THE TRUE POINT OF BEGINNING.

Assessor's Property Tax Parcel/Account Number

P119522

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20113139

OCT 19 2011

Amount Paid \$ 40.60
Skagit Co. Treasurer
By *mm* Deputy

**NORTHWEST PIPELINE GP
FACILITY EASEMENT**

On this, the 6TH day of October, 2011, for Ten Dollars (\$10.00) and other valuable consideration, Thomson Living Trust, whose address is 12902 Wayward Way, 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 Site] and/or appurtenances including but not limited to power pole, rectifier, ground bed anode and related facilities ("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. Grantor warrants that it is the owner in fee simple of the land, situated in the County of Pierce; State of Washington, to wit:

PORTION OF LOT 2 SHORT PLAT#96-055 AF#200001110050 LOCATED IN A PORTION OF SW1/4 SE1/4 EXCEPT FOLLOWING DESCRIBED PORTION OF SAID LOT: BEGINNING AT THE SE CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE NE CORNER OF LOT 3 OF SAID SHORT PLAT; THENCE NORTH 00-28-00 EAST, ALONG THE EAST LINE OF SAID LOT 2, 217.89 FEET TO THE NE CORNER OF SAID LOT 2; THENCE NORTH 64-29-19 WEST, ALONG THE NORTH LINE OF SAID LOT 2, 56.39 FEET; THENCE SOUTH 08-18-12 WEST, 206.04 FEET TO THE SOUTH LINE OF LOT 2; THENCE SOUTH 64-28-45 EAST, ALONG SAID SOUTH LINE, 87.50 FEET TO THE POINT OF BEGINNING. ALSO INCLUDING THAT PORTION OF LOT 1 OF SAME SHORT PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE SOUTH 89-09-53 EAST, ALONG THE NORTH LINE OF SAID LOT 2, 505.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89-09-53 EAST, 251.01 FEET; THENCE SOUTH 03-08-52 WEST, 113.25 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 64-29-19 WEST, ALONG SAID NORTH LINE, 271.20 FEET TO THE TRUE POINT OF BEGINNING.

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 2,552.81 square feet; 0.059 acres. The description of facilities is as follows.

A cathodic protection station 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, rectifier, service pole and underground cables, together with a connecting power line and service, as shown on Grantees drawing as job number 03811, a copy of which has been furnished to the Grantor.

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 shall have the right of exclusive use of any portion of said property occupied by Grantees Facilities which may be constructed on or above the surface. **Grantee may use such portions of the property along and adjacent to said Easement as may be necessary during initial construction of the facilities.**

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.

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 may, at its discretion, 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.

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.

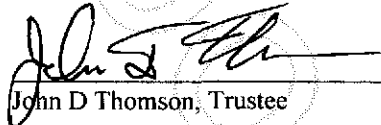
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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 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.

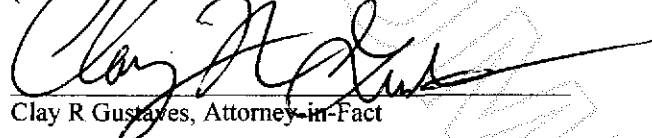
IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS DAY OF 6TH October, 2011.

**THOMSON LIVING TRUST
(GRANTOR):**


John D Thomson, Trustee


Joanne L Thomson, Trustee

**NORTHWEST PIPELINE GP
(GRANTEE):**


Clay R Gustaves, Attorney-in-Fact



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Skagit County Auditor

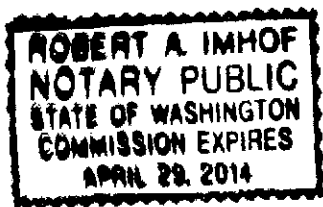
10/19/2011 Page 3 of 6 10:21AM

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF Skagit)

BEFORE ME, the undersigned authority, on this 6TH day of October, 2011 personally appeared John and Joanne Thomson, to me known to be Trustees of Thomson Living Trust described in and who executed the foregoing instrument and acknowledged to me that they signed the said instrument at 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.



Robert A Imhof

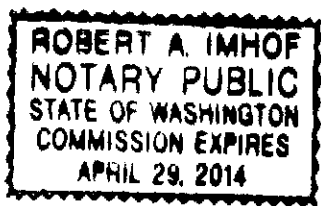
Notary Public in and for the State of Washington

My Commission Expires: April 29, 2014

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF Washington)
)ss.
COUNTY OF King)

On this 6TH day of October, 2011, 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.



Robert A Imhof

Notary Public in and for the State of Washington

My Commission Expires: April 29, 2014



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**Legal Description
For
Power Line Easement
Northwest Pipeline Corporation
Sumas CP Project, MP. 1443
(#12902 Wayward Way, Skagit County, WA)**

A easement for Installation, Ingress, Egress, and Maintenance of a Power Line, being 10 feet in width, 5 feet each side of the following described centerline, lying over, under, and across a portion of Lot 2 of Short Plat 96-055, recorded under Skagit County Auditor's File No. 200001110050, within in the Southwest Quarter of the Southeast Quarter of Section 6, Township 34 North, Range 5 East of W.M., Skagit County, Washington. More particularly described as follows (bearings and distances are NAD 83/91, Washington State Plane Coordinate System, North Zone):

Commencing at the Southeast Corner of Lot 2 of said Short Plat No. 96-055; Thence North 64°02'19" West along the South line of said Lot 2 for a distance of 87.50 feet to the West line of Lot 11, Tract B of the Plat of Trumpeter Heights (Long Card No. PL03-925), recorded under Skagit County Auditor's File No. 200702050117; Thence continuing North 64°02'19" West along the South line of said Lot 2 for a distance of 388.13 feet to the **Point of Beginning** of herein described easement centerline. Thence along the Centerline of said ten foot wide easement the following courses and distances; South 88°43'12" East for a distance of 195.34 feet; South 42°44'49" East for a distance of 147.50 feet; South 77°48'32" East for a distance of 36.94 feet; North 75°39'32" East for a distance of 23 feet, more or less, to the Western margin of the Northwest Pipeline Corporation's Right of Way.

Situate in Skagit County, Washington

Subject to easements, agreements, covenants, conditions, rights, and restrictions of record.

Prepared by:
Larry Steele & Associates, Inc.
1323 Lincoln Street
Bellingham WA 98229
(360) 676-9350
Job #03811
September 23, 2011

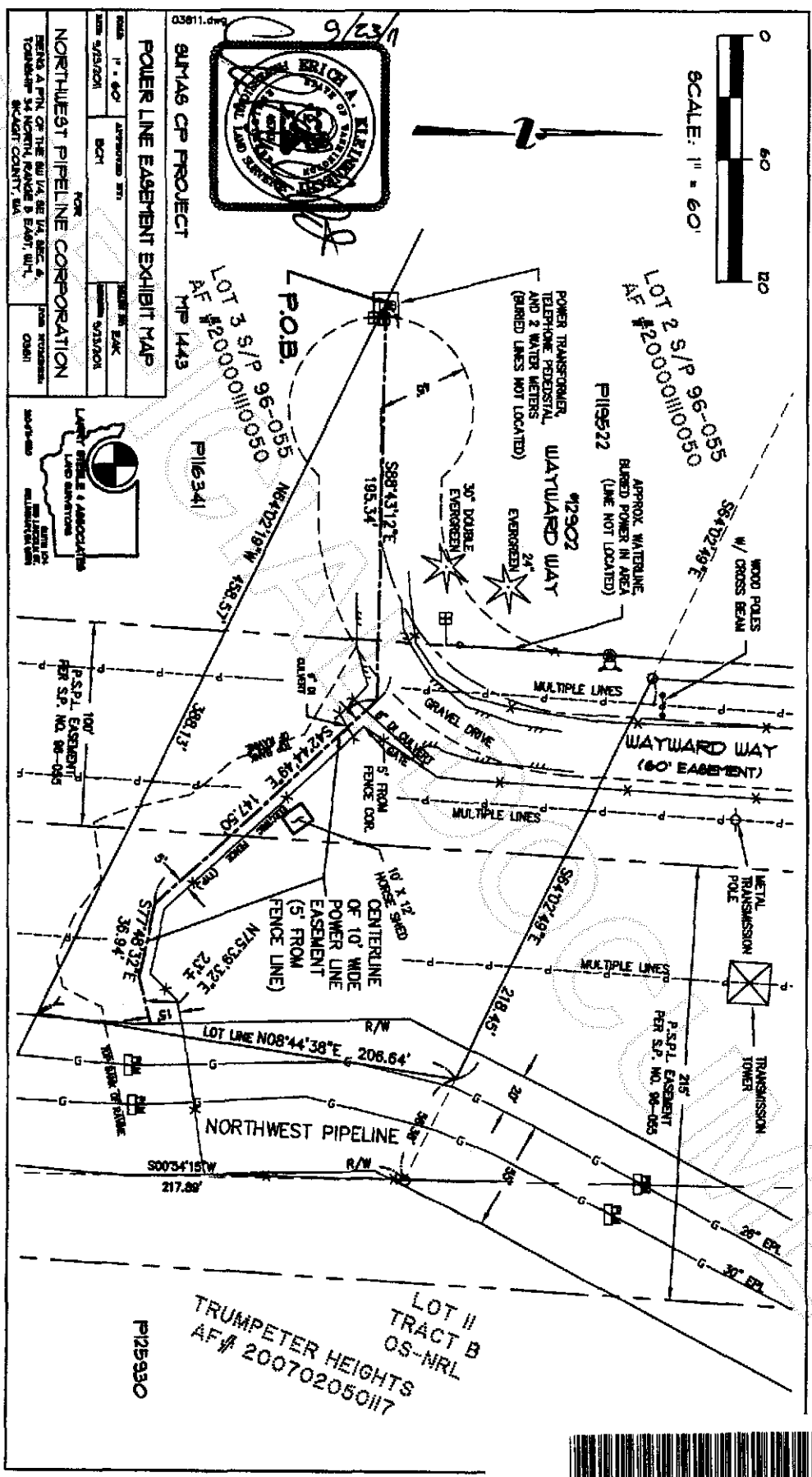


S:_LSA Project Files\2011 Projects\2011-038, Williams NW Pipeline_Legal Descriptions\03811 Powerline Easement (9.23.11).doc



201110190021
Skagit County Auditor

UNRECORDED



03811.00

9/23/11

SUMAS CP PROJECT

POWER LINE EASEMENT EXHIBIT MAP

DATE: 9/23/2011 APPROVED BY: [Signature] TITLE: [Title]

DATE: 9/23/2011 BY: [Signature] TITLE: [Title]

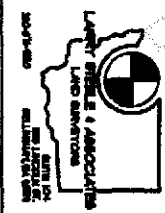
FROM: [Name]

FOR: [Name]

RECORDING INFORMATION: [Text]

RECORDING INFORMATION: [Text]

RECORDING INFORMATION: [Text]



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