## RETURN ADDRESS

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

DEC 1 6 2015

Williams NW Pipeline Redmond District



Skagit County Auditor

\$78.00

1/19/2016 Page

1 of

6 1:45PM

**DOCUMENT TITLE(S)** 

FACILITY EASEMENT

GRANTOR(S)

ROGER HALL FRED HALL JANET MCRAE

GRANTEE(S)

NORTHWEST PIPELINE LLC

**Legal Description** 

PORTION OF \$30 T36 R5 E1/2 OF NW1/4 OPEN SPACE #245 #760930 1973

Assessor's Property Tax Parcel/Account Number

P51113

W2015 WA17046

#### NORTHWEST PIPELINE LLC FACILITY EASEMENT

On this, the '3' day of <u>December</u>, 2015, for Ten Dollars (\$10.00) and other valuable consideration, Roger Hall, Fred Hall and Janet McRae, whose address 20082 Prairie Road, Sedro Woolley, WA 98284 ("Grantors"), does hereby grant, sell and convey to NORTHWEST PIPELINE LLC, 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 appartenances 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 Skagit; State of Washington, to wit:

### PORTION OF \$30 T36 R5 E1/2 OF NW1/4 OPEN SPACE #245 #760930 1973

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 24,415 square feet; 0.56 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.

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 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.

(GRANTORs):

Roger Hall

Fred Hall

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 20/6/50

JAN 19 2016

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Amount Paid \$ 80 Skagit Co. Treasurer
By mam Dopaty

NORTHWEST PIPELINE LLC

GRANTEE):

Clay R Chetaves, Attorney-in-Fact

ACKNOWLEDGMENT STATE OF Washington COUNTY OF ' day of <u>December</u> BEFORE ME, the undersigned authority, on this 3 personally appeared Roger Hall, Fred Hall and Janet McRae 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. THN BACUS lyan Bacus Notary Public in and for the State of Washington PUBLIC My Commission Expires: 6-1-18 ACKNOWLEDGMENT ATTORNEY-IN-FACT STATE OF Washington COUNTY OF King On this 17/hay of 18ccm ber , 2015, 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 LLC, 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 L. CLOUTIER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 27, 2016

Notary Public in and for the State of Washington

My Commission Expires:  $\frac{912}{1}$ 

#### PERMANENT EASEMENT DESCRIPTION

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON, BEING A 20 FOOT WIDE STRIP OF LAND, THE SOUTHERLY LINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30 THENCE N85°52'36"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 302.50 FEET MORE OR LESS TO THE WESTERLY MARGIN OF AN EXISTING 75 FOOT WIDE PIPELINE RIGHT OF WAY, AND THE POINT OF BEGINNING FOR SAID LINE; THENCE CONTINUING N85°52'36"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 663.00 FEET TO THE TERMINUS OF SAID EASEMENT.

AND ALSO A 20 FOOT WIDE STRIP OF LAND, THE SOUTHERLY LINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 30 BEARS N85°52'36"W, A DISTANCE OF 1992.77 FEET; THENCE N13°35'47"W 1424.62 FEET MORE OR LESS TO THE WESTERLY MARGIN OF AN EXISTING 76 FOOT WIDE PIPELINE RIGHT OF WAY, AND THE POINT OF BEGINNING FOR SAID LINE THENCE N78°19'35"W 559.00 FEET TO THE TERMINUS OF SAID EASEMENT.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

BEARINGS AND DISTANCES ARE ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM, N.A.D. 83/91, NGRTH ZONE USING A COMBINED PROJECT SCALE FACTOR OF 0.99985444.



# NORTHWEST PIPELINE LLC CATHODIC PROTECTION STATION MARTIN ROAD

26" IGNACIO TO SUMAS MAIN L!NE (1401) 30" LOOP LINE NO. 1 (1401) & 36" LOOP LINE NO. 2 (1408) EASEMENT DESCRIPTION TAX LOT P51113 - NINA H. HALL NW1/4 SEC. 30, T.36N., R.5E., W.M. SKAGIT COUNTY, WA.

PREPARED BY: EASTSIDE CONSULTANTS, INC. 1320 N.W. MALL ST., SUITE B ISSAQUAH WA 98027 PH: [425]392—5351

144 1/4 0EC. 30, 1.3014., 1.3E., W.M. SIMSH COOKIT, WA.			
DRAWN BY: ESC	DATE: FEB., 2015	ISSUED FOR BID:	SCALE: N/A
CHECKED BY: WGP	DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:	DATE:	DRAWING NUMBER:	SHEET 1
			OF 2



