

135907

BOOK 192 PAGE 23

JAN CAMP  
WILLIAMS GAS PIPELINE - WEST  
8907 NE 219TH STREET  
DANCE GROUND, WA 98604  
REAL ESTATE EXCISE TAX

FILED  
CITY OF  
Jan Camp  
AUG 3 1 58 PM '99  
GARY M. OLSON

20335

AUG 3 1999

PAID 3213.00

JW

SKAMANIA COUNTY TREASURER

**AMENDMENT TO RIGHT-OF-WAY CONTRACTS**

Supervisor  
Audited by  
Director  
Aimed  
Filed

This Amendment to Right-of-Way Contract(s) (Amendment) is entered in to this 12th day of July, 1999, by and between NORTHWEST PIPELINE CORPORATION (Northwest or "Grantee"), successor-in-interest to Pacific Northwest Pipeline Corporation, and the undersigned Elena Cam and Pirfil "Pete" Cam, husband and wife (Grantors).

**RECITALS**

- A. Northwest and Grantors are parties to those certain Right-of-Way Contracts dated November 2, 1955, December 14, 1955 and May 12, 1977 (the Contracts) (Land Number 551211G1699 & 77018) ( Assessor ID 02071630020000), recorded in Skamania County, Book 40 at Page 465, Book 41 at Page 104 and Book 73 at Page 153, granting Northwest a right-of-way easement over and through certain real property situated in Section 16 & 17, Township 2-North, Range 7-East, Skamania County, State of Washington.
- B. The Parties desire and agree to amend the Contracts to allow for relocation of the pipeline and appurtenances.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree to amend the Contract as follows:

- 1. The right-of-way easement corridor shall be 60 - feet in width and shall be used to install a 26" pipeline underground and is further described in Exhibit "A" which is attached hereto and by this reference made a part hereof. Northwest is also granted a temporary Extra Work Space area for use during relocation of the pipeline and appurtenances, as shown on Exhibit "B" which is attached hereto and by this reference made a part hereof. Northwest expects to complete construction of the new pipeline within three months after commencement of the work. Grantors and Northwest mutually agree that no building shall be placed within said permanent right-of-way easement without Northwest's prior written consent, and that Grantors activities shall comply with terms and conditions of Northwest's Encroachment Resolution Program, which is attached hereto as Exhibit "C", except as otherwise provided for in this agreement. Northwest shall install the relocated 26-inch pipeline underground. Northwest is responsible for any damages or changes to the existing improvements including, all utility lines that may or may not comply with Exhibit "C". Further, Northwest acknowledges that the existing improvements are authorized as permanent installations and need not comply with terms and conditions of Exhibit "C" now or in the future.

8-3-99 2-7-16-3-200  
EASEMENT 5/11

2. Grantors grant to Grantee the right to abandon in place a segment of the existing buried pipeline that will no longer be in service after Grantee completes its pipeline relocation activities. Grantee shall remove the existing section of 16-inch pipeline that is currently above ground upon completion of its pipeline relocation activities. In addition, upon completion of construction activities and release of all claims by Grantor related to Grantee's pipeline relocation project, Grantee shall execute and complete a reconveyance of its easement rights with respect to lands in which its existing pipeline facilities are abandoned.
3. Northwest agrees to install a 6-foot-wide asphalt walking path in a good workmanship manner within three months after commencement of construction with adequate and good quality asphalt over that portion of Grantor's property that is west of the main access road, continuing west and over the second access road to the end of Grantor's property line and within Grantee's right-of-way easement corridor described in Exhibit "A". Subsequent to construction of the walking path, Grantor shall assume full responsibility for its maintenance and continuation. Northwest shall have the right to install pipeline markers at convenience locations along the pipeline route described in said Exhibit "A".
4. After completion of its pipeline relocation project and within a three month period of time, or as weather conditions allow, Northwest agrees to return all disturbed areas to as near their original condition as reasonably possible and perform all cleanup of the area in accordance with conditions imposed by the Federal Energy Regulatory Commission. Northwest shall promptly repair all utility lines in a good workmanship manner that are damaged or broken during its pipeline relocation project.
5. As it deems appropriate, Northwest shall install strain gauges on the relocated 26-inch pipeline as a means to assist in the detection of land movement.
6. Except as set forth in writing signed by the parties hereto, neither Grantors nor Grantee hereby waive rights or claims either may have arising under or in connection with the Contracts and Northwest's pipeline up to the date hereof.
7. Grantee shall indemnify and hold Grantors harmless from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of Grantee's pipeline facilities during and after completion and its pipeline relocation activities including payment of attorney fees; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantors, their agents or employees. However, Grantee's obligation to indemnify and hold harmless does not extend to any construction related damages on the right of way area or easement which have already been compensated for under the terms of the Partial Settlement Agreement.
8. Grantee will span the small drainage ditch located southerly of the main hotel complex where its 26" pipeline will cross. Grantee will install a four-foot diameter or equivalent culvert and earthen bridge where the pipeline crosses the drainage ditch.
9. Except as amended, all terms and conditions of the Contract(s) shall remain in full force and effect.
10. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Amendment.
11. This Amendment shall be governed and construed in accordance with the laws of the State of Washington.

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IN WITNESS WHEREOF, the parties hereto have hereby executed this Amendment as of the day and year first written above.

GRANTORS:

ELENA CAM AND PETER CAM

Elena Cam  
BY: ELENA CAM

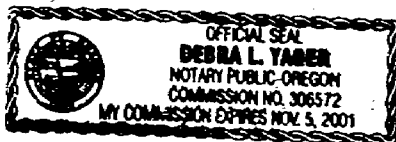
Peter Cam  
BY: PIRFIL "PETE" CAM

NORTHWEST:

NORTHWEST PIPELINE CORPORATION

Jan B. Camp  
BY: JAN B. CAMP, ATTORNEY-IN-FACT

STATE OF )  
COUNTY OF )



On the 19<sup>th</sup> day of July, 1999, before me a Notary Public in and for said State, personally appeared Elena Cam who duly acknowledged to me that she executed the foregoing instrument.

My Commission Expires:

11/5/2001

Debora L. Yaber  
Notary Public  
Address: Woodburn OR

STATE OF )  
COUNTY OF )

On the 19<sup>th</sup> day of July, 1999, before me a Notary Public in and for said State, personally appeared Perfil "Pete" Cam who duly acknowledged to me that he executed the foregoing instrument.

My Commission Expires:

11/5/2001

Debora L. Yaber  
Notary Public  
Address: Woodburn OR

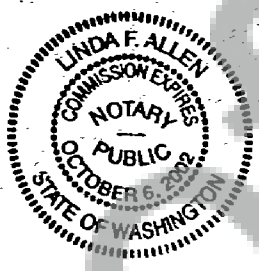


STATE OF WASHINGTON )  
COUNTY OF CLARK )

On the 15th day of July, 1999, Jan B. Camp, personally appeared 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 Jan B. Camp acknowledged to me that as such Attorney-in-Fact executed the same.

My Commission Expires:  
10/6/02

Linda F. Allen  
Notary Public in and for  
Clark County,  
State of Washington



UNOFFICIAL COPY

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## HAGEDORN, INC.

1924 Broadway, Suite B • Vancouver, WA 98663  
(360) 696-4428 • (503) 283-6778 • FAX (360) 694-8934

July 6, 1999

### LEGAL DESCRIPTION FOR WILLIAMS GAS PIPELINE WEST

EXHIBIT "A"

#### 80 FOOT RIGHT-OF-WAY ACROSS THE ELENA CAM PROPERTY:

A 60 foot right-of-way over a portion of the B.B. Bishop Donation Land Claim in Sections 16 and 17, Township 2 North, Range 7 East, Willamette meridian, and across a portion of Government Lot 9, Section 16, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

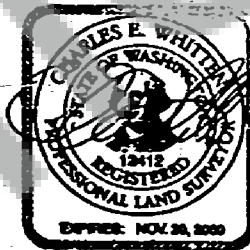
BEGINNING at a concrete monument marked "NB 68" as shown on the "Second Addition to the Plats of Relocated North Bonneville" at the intersection of the West line of the B.B. Bishop D.L.C. with the South line of a 300 foot Bonneville Power Administration right-of-way, said monument being 681.58 feet South and 664.44 feet West of a 1 inch iron pipe at the witness corner located 114.72 feet North of the corner common to Sections 16, 17, 20 and 21; thence North  $02^{\circ} 06' 29''$  East, along the West line of the B.B. Bishop D.L.C., 1818.55 feet to a point hereinafter called point "A"; thence continuing North  $02^{\circ} 06' 29''$  East, 564.34 feet to a 1 inch iron pipe at the Northwest corner of the B.B. Bishop D.L.C. (as it existed in June, 1976); thence North  $86^{\circ} 20' 38''$  East, 618.85 feet to a 1/2 inch iron pipe at the intersection of the North line of the B.B. Bishop D.L.C. with the line between Sections 16 and 17; thence North  $86^{\circ} 31' 36''$  East, along the North line of the B.B. Bishop D.L.C., 43.17 feet to the centerline of the "Pacific Northwest Pipeline Corporation" 50 foot right-of-way as described in Book 41 of Deeds, Page 104, Skamania County Deed Records; thence North  $46^{\circ} 28' 00''$  East, along said centerline, 539.10 feet; thence South  $43^{\circ} 32' 00''$  East, 25.00 feet to the Southeasterly line of the 60 foot pipeline right-of-way, above noted, and the TRUE POINT OF BEGINNING of the easement tract to be described; thence South  $43^{\circ} 32' 00''$  East, 87.02 feet; thence South  $62^{\circ} 32' 00''$  East, 71.32 feet; thence South  $19^{\circ} 55' 00''$  East, 247.60 feet; thence South  $22^{\circ} 42' 00''$  West, 235.00 feet; thence South  $53^{\circ} 37' 00''$  West, 238.65 feet; thence South  $38^{\circ} 37' 00''$  West, 241.85 feet; thence South  $61^{\circ} 37' 00''$  West, 317.95 feet; thence North  $78^{\circ} 18' 00''$  West, 223.22 feet; thence North  $67^{\circ} 30' 00''$  West, 293.18 feet; thence South  $46^{\circ} 28' 00''$  West, 129.86 feet to point "A", above described, on the West line of the B.B. Bishop D.L.C.; thence South  $02^{\circ} 06' 29''$  West, along said West line, 85.82

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**LEGAL DESCRIPTION FOR WILLIAMS GAS PIPELINE WEST  
60 FOOT RIGHT-OF-WAY ACROSS THE ELENA CAM PROPERTY  
EXHIBIT "A"  
July 6, 1999  
Page 2**

feet; thence leaving said West D.L.C. line, North 46° 28' 00" East, 152.23 feet; thence South 67° 30' 00" East, 259.84 feet; thence South 78° 18' 00" East, 250.78 feet; thence North 61° 37' 00" East, 352.05 feet; thence North 38° 37' 00" East, 246.15 feet; thence North 53° 37' 00" East, 247.35 feet; thence North 22° 42' 00" East, 275.00 feet; thence North 19° 55' 00" West, 294.40 feet; thence North 62° 32' 00" West, 84.68 feet; thence North 43° 32' 00" West, 76.98 feet to the existing 50 foot pipeline right-of-way, above described; thence South 46° 28' 00" West, 60.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of rec. rd.



7-6-99

**WILLIAMS PIPELINE WEST  
SKETCH SHOWING  
PROPOSED EXTRA WORK SPACE  
across the  
"ELENA CAM PROPERTY"**

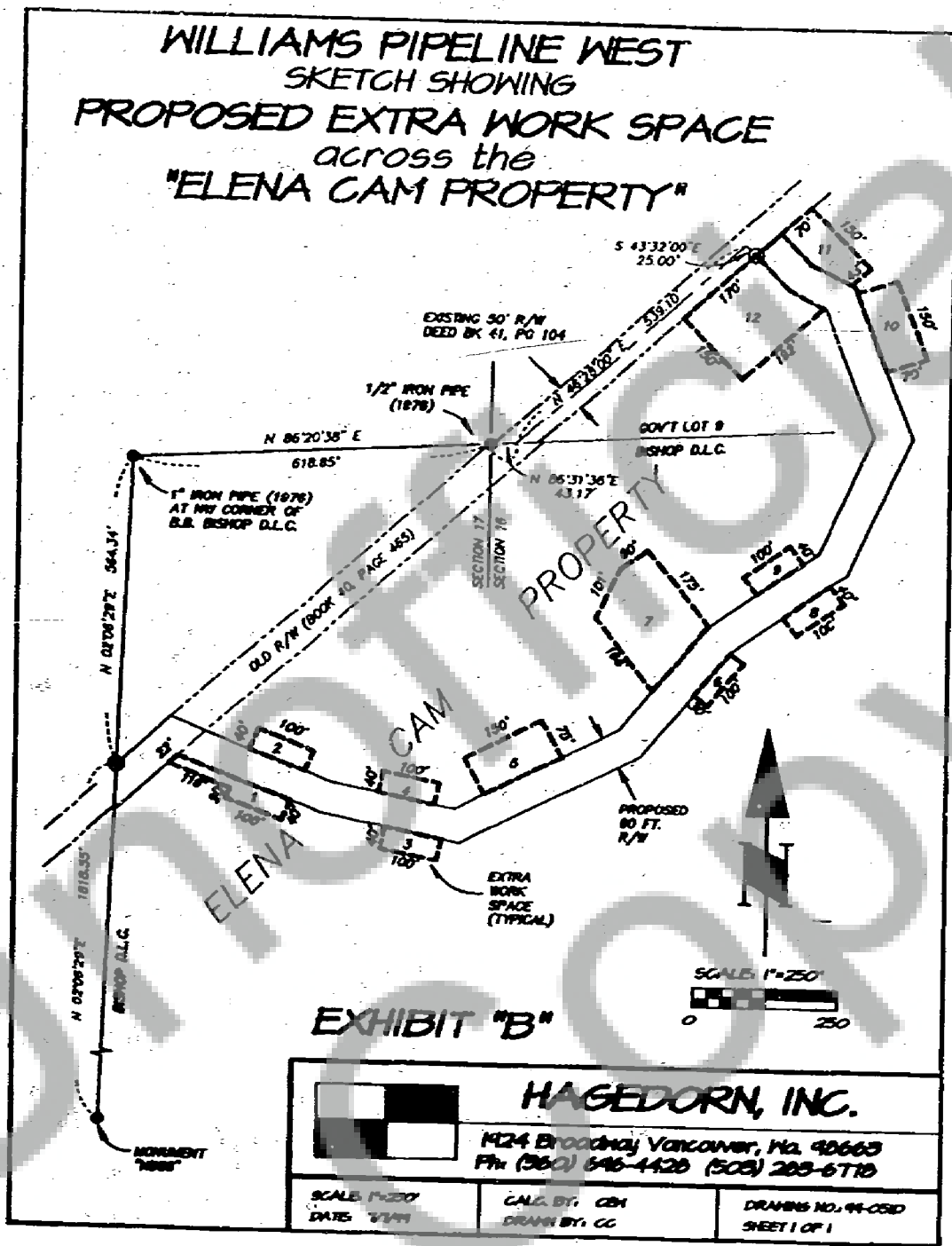




EXHIBIT "C"  
ENCROACHMENT SPECIFICATIONS

Northwest Pipeline Corporation (Northwest) is an interstate transporter of natural gas and as such is regulated by the Department of Transportation, Office of Pipeline Safety. In some cases, state and local laws may exceed the federal regulations. These specifications have been designed to comply with all federal and state regulations and to ensure the safety of the public and the pipeline facilities.

The following specifications are minimum requirements for most proposed encroachments to avoid conflicts with regulations and with existing easements. It is not Northwest's intent to restrict that there be the only types of activities permitted. Additional requirements may be imposed depending upon the nature of the proposed encroachment. For a review of your individual situation, please contact your local district office.

GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) All states in which Northwest operates have utility "One Call" systems which require 48 hours notice of excavation activities. Check your local state requirements. Notification is the least.
- B) Northwest's easements restrict the placement of structures for part of a structure within the right-of-way.
- C) An authorized Northwest representative must be on site during any surface disturbing work performed within the right-of-way, and will remain on site as long as power equipment is used.
- D) The Northwest representative will determine the covering cover over the pipeline for you.
- E) Any change in the amount of existing material (soil) on and over the right-of-way must be approved in advance.

1) FENCES

- A) Fence posts should not be installed within four (4) feet of the center of the pipeline, and the first post either side of the pipeline should be set in hard dug holes.
- B) To perform agreed maintenance, access through or around fences across the right-of-way must be provided.
- C) Weather shall adhere to provisions A & C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

2) LANDSCAPING (plantings which require excavation beyond one (1) foot in depth.)

- A) Flower beds and shrubs are permitted within the right-of-way, but may be damaged by required trenching activities. If planned directly over the pipeline, significant maintenance may require total clearing of the right-of-way.
- B) Lawns and vegetable gardens are acceptable uses.
- C) Provisions A & C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS must be followed where excavation exceeds one (1) foot in depth.

3) STREETS, ROADS AND DRIVEWAYS

- A) Restricted driveways intended for light vehicle access to a single family dwelling must have a minimum of 3.5 feet of cover over the pipeline.
- B) Driveways shall not run lengthwise within the right-of-way and must cross at an angle which when measured between the proposed drive and the right-of-way is not less than 45 degrees.
- C) An opportunity for Northwest to make a pipe inspection must be given prior to the start of any construction.
- D) Provisions A, C, D & E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to all driveway crossings.
- E) Street or road construction requires a special encroachment agreement from Northwest's Land & National Protection Department. Plans for such crossings should be submitted at least 30 days prior to commencement of work to allow adequate time for project review and approval.

4) TEMPORARY EQUIPMENT CROSSINGS

- A) Minimal loads acceptable to the state highway departments may cross the pipeline where a minimum of 3.5 feet of cover is provided. Equipment such as construction, logging, etc., must cross the pipeline only at approved crossing locations where the cover has been checked and determined adequate to meet the bearing load requirements. The decision from this requirement is obtained without prior consultation of the Manager, Pipeline Engineering.
- B) Contractor is also required to meet all of the provisions of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

5) OPEN WATERWAYS

- A) Open waterways, including lot ditches and drain ditches, smaller than 3 feet wide at the bottom must have a minimum of 3.5 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are considered on an individual basis.
- B) Anytime clearing, blocking, regrading or changing alignment of a waterway must obtain approval from Northwest prior to beginning any clearing and shall comply with provisions A & C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

6) DITCHES/ENCROACHMENTS

- A) Plans for excavation on the right-of-way must be approved prior to commencing work. Excavating closer than 2 feet to the pipeline shall be done by hand until the pipeline is exposed and shall be done only under the supervision of an authorized Northwest representative. When necessary for crossing the ditch line, after the pipe has been exposed, the excavation equipment must be positioned so that from the point of operations, 2 feet equipment will not reach within 2 feet of the pipeline.

- B) When a bucket is used the bucket teeth should be curled under each time the bucket is brought back into the ditch to reduce the chance of the teeth contacting the pipe. Where possible, a bar should be welded across the teeth and side cutters should be removed from the bucket.
- C) Any plowing or tilling of soil on the right-of-way at depths greater than one (1) foot, including agricultural activities, are required to be reviewed on an individual basis to ensure proper soil status.

GENERAL REQUIREMENTS FOR ALL BURIED LINE CROSSINGS

- A) All buried lines crossing Northwest's right-of-way shall be installed in accordance with all applicable codes and regulatory permits governing such installations.
- B) All buried lines crossing Northwest's pipeline right-of-way shall cross at an angle of 95 degrees or more.
- C) All buried lines shall cross under Northwest's pipeline unless otherwise because of grade requirements, underground structures, heavy rock, or existing pole cover.
- D) All buried lines crossing Northwest's pipeline shall maintain a minimum of twelve inches between the pipeline and the utility with the same depth of cover carried across the entire right-of-way. At no time shall the clearance between pipeline and utility be less than twelve inches.
- E) A joint trench is the recommended method for access to cross the right-of-way. Under normal circumstances, only one permit would be needed for multiple lines in the same trench.
- F) A 6-inch vinyl direct burial warning tape should be placed 12-18 inches above the crossing line and extend across the entire width of the right-of-way as a protective measure. The warning tape may be provided by Northwest when requested.

1) BURIED COMMUNICATION LINE CROSSINGS (TELEPHONE, TV, DATA, TRANSMISSION, FIBER OPTIC)

- A) Shall be installed in accordance with the guidelines of the National Electrical Safety Code.
- B) Shall be encased in a rigid non-metallic conduit across the width of the right-of-way.
- C) For fiber optic lines, a 6-inch thick concrete cap shall be placed over the crossing fiber optic cable for a distance of not less than 10 feet on each side of the pipeline.
- D) For fiber optic lines, signs shall be placed at each edge of the right-of-way to mark the angle and path of the fiber optic cable crossing. These signs are to be provided by the installer of the cable.

2) BURIED POWER LINE CROSSINGS

- A) Shall be installed in accordance with guidelines of the National Electrical Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- B) Shall be encased in rigid non-metallic conduit.
- C) Shall have minimum clearances between lines as follows: 34 inches for 0 to 600 volts, 30 inches for 601 to 22,000 volts, 26 inches for 22,001 to 40,000 volts, and 42 inches for 40,000 volts and above.
- D) A 6-inch wide vinyl direct burial warning tape shall be placed 12 to 18 inches above the buried line and shall extend across the entire width of the right-of-way. The warning tape will be provided by Northwest when requested.
- E) Shall have signs placed at each edge of the right-of-way to mark the underground cable angle and path of crossing unless prohibited by the right-of-way agreement. If the cable crosses above the pipeline, the signs shall be below. These signs should be furnished by other companies involved in crossing.

3) SEWER AND WATER MAIN CROSSINGS

- A) When a sewer line is permitted to cross over the pipeline and a support is required by Northwest, the method of support must be approved by Northwest's Engineering Department.
- B) Sewer line crossings are limited to light lines only. Distribution lines are not permissible on the right-of-way.

4) METALLIC PIPE CROSSINGS

- A) Shall have two corrosion test leads installed on Northwest's pipeline and two on the crossing pipe at the point of the crossing to provide a means of monitoring for interference with Northwest's cathodic protection system.
- B) Shall be pressure-tested for ten feet each side of Northwest's pipeline.
- C) Northwest personnel shall install the lead on Northwest's pipeline and, if requested, will also install the lead on the crossing pipe.

OVERHEAD POWER LINE AND TELEPHONE LINE CROSSINGS

- A) Shall maintain a minimum of thirty feet vertical clearance across the right-of-way to provide adequate work space for Northwest equipment working on the right-of-way.
- B) Shall have no poles or appurtenances located on the right-of-way.
- C) Shall ensure that overhead crossings are not directly above a gas escape vent (e.g., well) when work, service interruptions exist. The minimum horizontal distance allowable in placement of an overhead crossing to a gas escape vent shall be 25 feet.
- D) All above ground crossings of Northwest's right-of-way must cross at an angle of 45 degrees or more.

BORED CROSSINGS

- A) Bored crossings require post-holing two feet ahead of the pipeline and monitoring of the bore diameter to prevent encroaching paths with misaligned bore. Bore dry ground if the bore is still in target when path is reached.

