Return to: Northwest Pipeline Corporation 8907 Northeast 219<sup>th</sup> Street Battle Ground, WA 98604 Doc # 2006163475
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Date: 10/25/2006 02:34P
Filed by: NORTHWEST PIPELINE CORP
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$37.00

REAL ESTATE EXCISE TAX

N/A OCT 12 5 2006

PAID NA

SKAMANIA COUNTY TREASURER

NORTHWEST PIPELINE CORPORATION
FACILITY EASEMENT

On this, the day of day

Subdivision Section Township Range
SW1/4 16 2-N 7-East
2-7-16-63-200 - Parcel Number

#### DESCRIPTION OF FACILITIES:

A permanent natural gas Valve Facility which includes but is not limited to valves, flanges, above and below ground piping, blowoff(s), gauges, metering equipment, foundations supports, gravel fencing, structures, etc.

A 12 foot  $\times$  24 foot easement over 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 881.58 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° 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° 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° 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° 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-ofway as described in Book 41 of Deeds, Page 104, Skamania County Deed Records; thence North 46° 28' 00" East, along said centerline, 539.10 feet; thence South 43° 32' 00" East, 25.00 feet to the Southeasterly line of the 50 foot pipeline right-of-way, above noted, and the beginning point of a 60-foot right-of-way granted in 1999 and recorded in Deed Book 192, page 28, Skamania County Auditor's Records, thence North 46° 28' 00" East, along said Southeasterly right-of-way line, 30.00 feet; thence South 43° 32′ 00" East, along the centerline of the above described "1999 Sixty-foot right-of-way", 47.00 feet to the TRUE POINT OF BEGINNING of the easement tract to be described; thence North 44° 20' 00" East, 7.40 feet; thence South 45° 40' 00" East, 24.00 feet; thence South 44° 20' 00" West, 12.00 feet; thence North 45° 40' 00" West, 24.00 feet; thence North 44° 20' 00" East, 4.60 feet to the TRUE POINT OF BEGINNING.

Gary H. Martin, Skamania County Assessor

Date 10/25/6 Parcel #2-7-16-3-200

B

Most commonly known as Assessor Parcel Number: 2-7-16-\$3-200

Exhibit "A" of the Easement, which is attached hereto and by this reference incorporated herein, describe and show the natural gas Valve Facility.

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 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 Grantee's improvements which may be constructed on or above the surface.

Grantee shall have the right to cut and 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 within the Easement area.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities involved with 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 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.

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 liens 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 Z DAY OF \_\_\_\_\_\_, 2006.

GRANTOR(S):

Elena Cam

Pirfil "Pete" Cam

MORTHWEST PIPELINE CORPORATION: (GRANTEE)

Donna B. Fritts, Attorney-in-Fact

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### PERSONAL - ACKNOWLEDGMENT

STATE OF DAYLINGTON	)	
	)ss.	
COUNTY OF SKAWANIA	)	
BEFORE ME, the undersigned author	ority, on this	day of Older, 2004,
personally appeared Elena Cam and Pirf	il "Pete" Cam to me	e known to be the individual(s) described in
and who executed the foregoing instrum	ent, and acknowled	dged to me that he/she/they signed the said
instrument as his/her/their free and volun	tary act and deed fo	or the uses and purposes therein mentioned.
WITNESS my hand and official seal	hereto affixed the d	lay and year in this certificate above written.
	Je Je	for
FRITTS III	Signature of Notar	ry
A STATE OF THE STA	Notary Public in a	and for the County of SKAMALIA
4 <b>4 6</b> . 3 6 <b>1</b>	State of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	SULLA CATA
	5 till 5 til 300.15	341.83
Community of the second	My Commission I	Expires: 2 29-09
STATE	4	

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### ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF WASHINGTO	<u>N</u> )
	)ss
COUNTY OF Clark	
On the $3 rd$ day of	October, 2006, personally appeared Donna B.
Fritts before me and being by me duly s	worn, did say that he is the Attorney-in-Fact of Northwest
Pipeline Corporation, and that the Agree	ement was signed on behalf of Northwest pipeline Corporation
and said acknowledged to me that as such	ch Attorney-in-Fact executed the same.
entaministis	Signature of Notary
STATE OF A K	Notary Public in and for the County of <u>Clark</u>
JOTAN TO	State of Washington.
	My Commission Expires: 6-09-10
7 10 09 10 TO	

