

WHEN RECORDED RETURN TO: <u>Williams Gas Pipeline</u> <u>Attn: Jean Brady - Land</u> <u>P.O. Box 58900</u> <u>SLC, UT 84158-9979</u>

REAL ESTATE EXCISE TAX

N/A
DEC 10 2008
PAID N/A
Victoria Clelland
SKAMANIA COUNTY TREASURER

DOCUMENT TITLE(S) <u>Assignment of Underground Cable Easement</u>
REFERENCE NUMBER(S) of Documents assigned or released: <u>102216</u> <input type="checkbox"/> Additional numbers on page _____ of document.
GRANTOR(S): <u>MCI Communication's Services, Inc.</u> <input type="checkbox"/> Additional names on page _____ of document.
GRANTEE(S): <u>Northwest Pipeline Corporation</u> <input type="checkbox"/> Additional names on page _____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): <u>T3N, R9E, Section 1: NW 1/4; T4N, R9E, Section 36:</u> <u>N 1/2 SW 1/4; SE 1/4 NW 1/4, Section 25: SE 1/4</u> <input type="checkbox"/> Complete legal on page _____ of document.
TAX PARCEL NUMBER(S): <u>03-09-00-0-0-0100-00, 04-09-00-0-0-1200-00,</u> <u>04-09-00-0-0-1000-00 dm 12-10-08</u> <input type="checkbox"/> Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Williams
 Jean Brady
 Land Department
 PO Box 58900
 Salt Lake City, UT 84158-0900

Site Name: Little Baldy, Washington
 Landlord Name: Broughton Lumber Co.
 Agreement # W2003WA00076

ASSIGNMENT OF UNDERGROUND CABLE EASEMENT

This ASSIGNMENT OF UNDERGROUND CABLE EASEMENT AGREEMENT ("**Agreement**") effective April 6, 2004 (the "**Effective Date**"), by and between MCI COMMUNICATIONS SERVICES, INC. ("**Assignor**"), a Delaware corporation, successor in interest to MCI Network Services, Inc., formerly known as MCI WORLDCOM Network Services, Inc., successor in interest to WorldCom Network Services, Inc., successor in interest to Williams Telecommunications Company, and NORTHWEST PIPELINE CORPORATION, a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor's predecessor in interest and Assignee are parties to that certain Settlement, Assignment and Sale Agreement dated as of February 24, 2004 (the "**Settlement Agreement**"), among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as owner trustee and William J. Wade, not in his individual capacity but solely as cotrustee, DFO PARTNERSHIP, a New York general partnership as owner, Assignor, Assignee, and WORLDCOM, INC., a Delaware corporation; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Assignor has agreed to assign, and Assignee has agreed to assume, all of the right, title, interest and obligations of tenant under that certain Underground Cable Easement (the "**Lease**") dated August 20, 1986, between Assignor's predecessor in interest, as tenant, and Broughton Lumber Co., as landlord, recorded in Book 103, Page 334, in the Clerk's Office of Skamania County, State of Washington, on November 17, 1986, and having the following legal description: T3N, R9E, Section 1: NW1/4, T4N, R9E, Section 36: N1/2SW1/4; SE1/4NW1/4, Section 25: SE1/4, Skamania County, Washington.

*102216 ① 03-09-00-0-0-0100-00 ② 04-09-00-0-0-1200-00
 ③ 04-09-00-0-0-1000-00

NOW THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, transfer, set over and deliver to Assignee all right, title, interest and obligations of Assignor in, under and to the Lease and the premises described therein effective as of the Effective Date. Assignee hereby accepts the foregoing assignment from Assignor and expressly assumes all of the right, title, interest and obligations of Assignor in, under and to the Premises and agrees to be bound by all of the terms, covenants and conditions contained in the Lease and assumes all of the obligations of tenant under the Lease as if Assignee were the original tenant under the Lease, in accordance with and subject to this Agreement and agrees timely and fully to perform any and all of the obligations of tenant under the Lease.

2. **Indemnification.** Assignor hereby agrees to indemnify, defend and hold Assignee harmless with respect to any and all claims, liabilities and obligations arising out of Assignor's acts or failures to act in relation to the Lease prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any and all claims, liabilities and obligations arising out of Assignee's acts or failures to act in relation to the Lease on and after the Effective Date.

3. **Assignee's Reimbursement of Amounts Paid by Assignor.** Assignee agrees that it shall reimburse Assignor for any and all costs and expenses reasonably incurred by Assignor under the Lease after the Effective Date, upon presentation by Assignor to Assignee of invoices and/or statements therefor.

4. **Miscellaneous.** With respect to the subject matter hereof, this Agreement and the Settlement Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral. No amendment or modification to this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors, representatives and assigns. The Parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to carry out the provisions of this Agreement. Headings are for convenience only and shall not affect the interpretation of this Agreement. The enforcement and interpretation of this Agreement shall be governed by the laws of the State where the Premises are located. This Agreement may be executed in counterparts, which together shall constitute one instrument.

5. **Full Force and Effect.** The Lease shall remain in full force and effect, as modified by this Agreement.

6. **Authority.** Assignor and Assignee each affirm and covenant that it has the authority to enter into this Agreement and to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

MCI COMMUNICATIONS SERVICES, INC.
a Delaware corporation

By: [Signature]
Name: Thomas F. Meagher
Title: Director

ASSIGNEE:

NORTHWEST PIPELINE CORPORATION
a Delaware corporation

By: [Signature]
Name: Linda Cherrington
Title: Attorney-in-Fact

[Acknowledgments on Following Page]

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
 COUNTY OF DALLAS)

On this 6th day of February, 2007, before me personally appeared Thomas F. Meagher, to me known to be the Director of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Patricia Maria McMurray
 Notary Public in and for the
 State of Texas
 Residing at Richardson, TX

My commission expires: 05/14/2007

STATE OF UTAH)
) ss.
 COUNTY OF Salt Lake)

On this 17th day of April, 2007, before me personally appeared Linda Cherrington, to me known to be the Attorney-in-Fact of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Burton Maxfield
 Notary Public in and for the
 State of Utah
 Residing at _____

My commission expires: 12-19-09

