

**WHEN RECORDED RETURN TO:**

Northwest Pipeline LLC  
Attn: Jean Brady - Land Dept.  
8907 NE 219th Street  
Battle Ground, WA 98604

**DOCUMENT TITLE(S)**

FACILITIES EASEMENT AGREEMENT

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

JOHN F. and Cloida F. Peyrollaz

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Northwest Pipeline LLC

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
N/A  
MAY - 3 2018

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

PAID BY: N/A  
Shirley Ann Deady  
SKAMANIA COUNTY TREASURER

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

03082820090100 + 03082820100000

☐ Additional parcel numbers on page \_\_\_\_\_ of document. In 5-3-18

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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: Northwest Pipeline LLC

Signature/Title: Jean Brady - Land Representative

RETURN TO:  
NORTHWEST PIPELINE LLC  
ATTN: JEAN BRADY-LAND DEPT.  
8907 NE 219<sup>th</sup> Street  
Battle Ground, WA 98604

# **NORTHWEST PIPELINE LLC FACILITIES EASEMENT AGREEMENT**

For Ten Dollars (\$10.00) and other valuable consideration, **John F. and Cloida F. Peyrollaz** ("Grantor"), whose address **162 Cascade Terrace, Carson, WA 98610** does hereby grant, sell and convey to **NORTHWEST PIPELINE LLC, a Delaware Limited Liability Company**, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive facilities easement ("Easement") in order to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate cathodic protection and appurtenances including but not limited to ground beds, service pole, rectifiers, cables, anodes, and related facilities ("facilities") that are necessary for the operation and maintenance of the pipeline for the transportation of natural gas, on, over, above and through the land described below. Grantor warrants that they are the owners in fee simple of the land, situated in the County of, Skamania; State of Washington, to wit:

**Assessor's Parcel Number(s): 03082820090100, 03082820100000**

A legal description and drawing of the facilities easement is described in Exhibit "A" attached and made a part of this agreement. The Easement is located in close proximity to the existing pipeline and shall be designated by Grantee and encumbers approximately 0.11 acres. The description of the facilities is as follows.

Cathodic Protection to provide a low resistance ground bed to which soil generated current on grantee's natural gas pipeline may be directed, composed of necessary ground beds, rectifier, anodes, service pole and underground cable.

This Easement conveys to Grantee the right of ingress and egress to and from said facilities, 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. Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which may be constructed on, under, or above the surface.

**Grantor reserves the right of access over the right-of-way for the installation of roads, utilities etc. for the purpose of developing their property. Grantee and Grantor shall work together to insure proper cover or insulation, to guarantee these access points do not negatively impact the integrity of the Ground Bed.**

Grantee shall have the right to cut and keep clear for a fair and reasonable 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.

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 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  
3<sup>rd</sup> DAY OF August, 2016.

**GRANTOR:**

*John F. Peyrollaz*  
 John F. Peyrollaz

*Cloida F. Peyrollaz*  
 Cloida F. Peyrollaz

**GRANTEE:**  
**NORTHWEST PIPELINE LLC**

*Jean Brady*  
 Jean Brady, Attorney-in-Fact

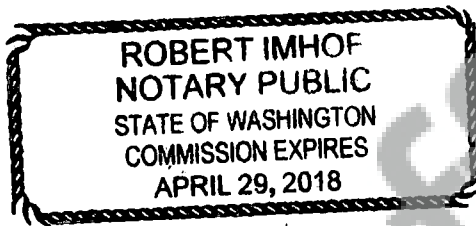
## ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On the 3<sup>rd</sup> day of August, 2016, personally appeared before me John F. Peyrollaz, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal thereto affixed the day and year in this certificate above written.



Robert Imhof  
Notary Public

My Commission Expires:

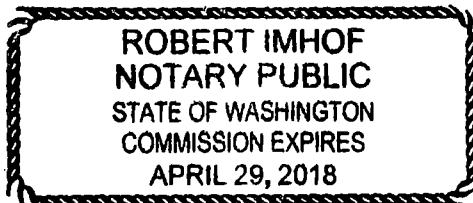
April 29, 2018

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On the 3<sup>rd</sup> day of August, 2016, personally appeared before me Cloida F. Peyrollaz, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal thereto affixed the day and year in this certificate above written.



Robert Imhof  
Notary Public

My Commission Expires:

April 29, 2018

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF WASHINGTON )

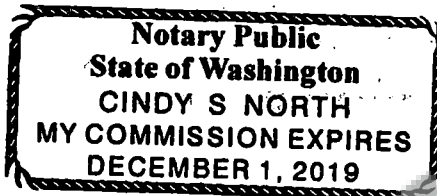
COUNTY OF CLARK )

On the 4<sup>th</sup> day of August, 2016, Jean Brady personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Northwest Pipeline LLC, and that the Agreement was signed on behalf of Northwest Pipeline LLC, and said Jean Brady acknowledged to me that she as such Attorney-in-Fact executed the same.

Cindy North  
Notary Public

My Commission Expires:

12-1-2019





16595LD1  
12/21/2016  
CMD

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683  
360.695.3411 • info@mackaysposito.com

**EXHIBIT A**  
**PROPOSED PERMANENT EASEMENT FOR A GROUND BED**  
**SKAMANIA COUNTY, WASHINGTON**

AN EASEMENT OVER REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING AT A 3-1/2" BRASS DISK MARKING THE WEST QUARTER CORNER OF SAID SECTION 28;**

**THENCE NORTH 00°56'14" EAST ALONG THE WEST LINE OF SAID SECTION 28, 111.92 FEET;**

**THENCE SOUTH 89°03'46" EAST 30.10 FEET TO THE POINT OF BEGINNING;**

**THENCE NORTH 00°58'27" EAST 1,237.72 FEET TO THE NORTH LINE OF THE TRACT OF LAND TITLED "FROM TAX LOT 03082822031100" AS SHOWN ON PAGE 3 IN THAT QUIT CLAIM DEED FOR A BOUNDARY LINE ADJUSTMENT, RECORDED AS AUDITOR'S FILE NO. 2016000617, RECORDS OF SKAMANIA COUNTY, WASHINGTON;**

**THENCE SOUTH 89°42'08" EAST ALONG SAID NORTH LINE, 10.00 FEET;**

**THENCE SOUTH 00°58'27" WEST 1,237.83 FEET;**

**THENCE NORTH 89°03'48" WEST 10.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 12,378 SQUARE FEET, MORE OR LESS.**

**BEARINGS ARE BASED ON NAD83 WASHINGTON STATE PLANE SOUTH ZONE (4602).**



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