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10-11-2005 10:02am \$39.00  
SNOHOMISH COUNTY, WASHINGTON

1,000.00

No. 3077609 7/15/2005 11:10 AM  
Thank you for your payment.  
BARBARA

**RETURN ADDRESS:**

NORTHWEST PIPELINE CORPORATION  
A.K.A WILLIAMS NORTHWEST PIPELINE  
11120 EVERGREEN WAY, SUITE H  
EVERETT, WA 98204

**DOCUMENT TITLE(S)**

RIGHT OF WAY AND EASEMENT CONTRACT

NW PIPELINE

6907G38

W2005WAC00905

**GRANTOR(S)**

HENRY GRAAFSTRA  
BETY GRAAFSTRA

**GRANTEE(S)**

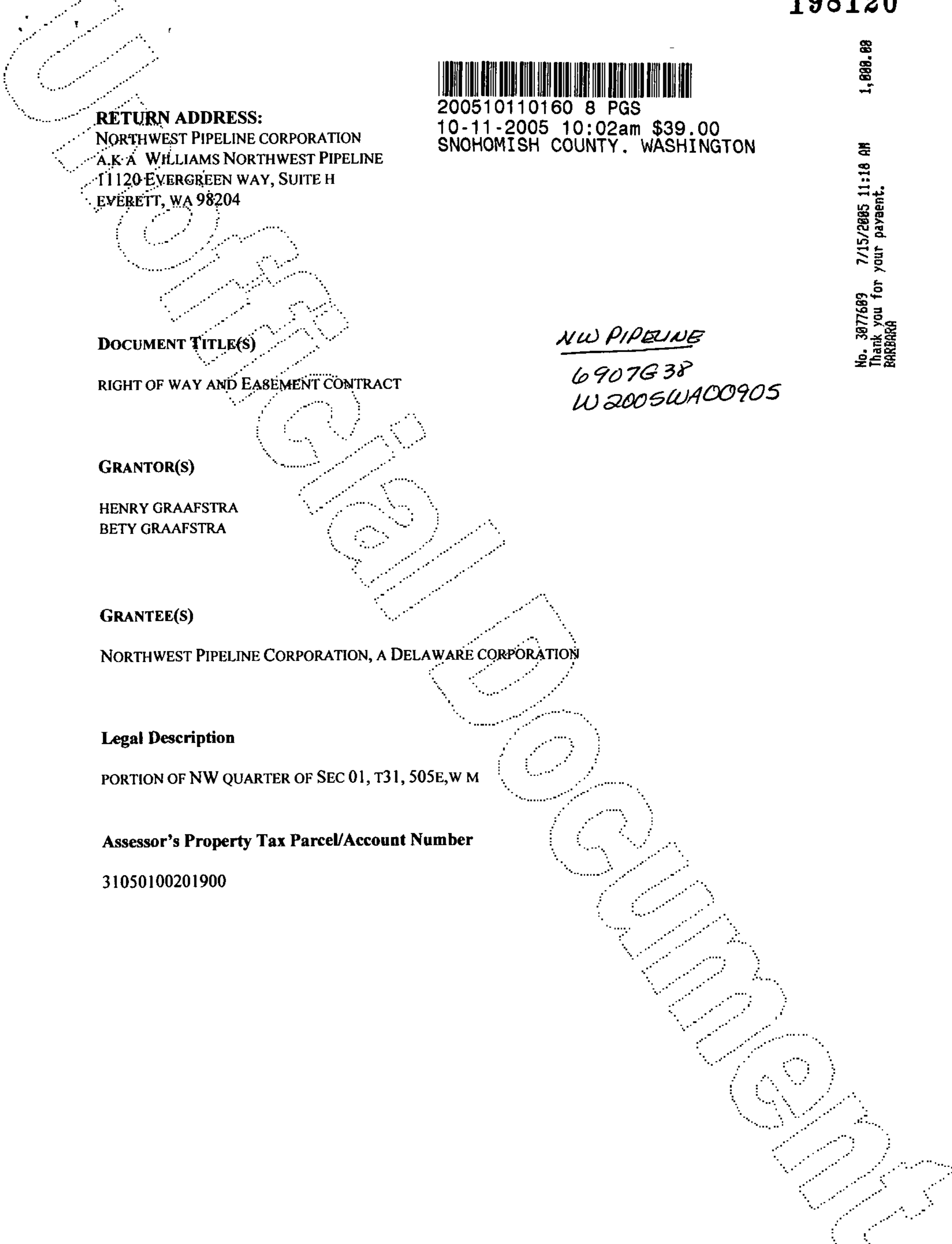
NORTHWEST PIPELINE CORPORATION, A DELAWARE CORPORATION

**Legal Description**

PORTION OF NW QUARTER OF SEC 01, T31, 505E, W M

**Assessor's Property Tax Parcel/Account Number**

31050100201900



**NORTHWEST PIPELINE CORPORATION  
RIGHT-OF-WAY AND EASEMENT**

For Ten Dollars (\$10 00) and other valuable consideration, **Henry Graafstra and Betty Graafstra, husband and wife** ("Grantor(s)"), whose address is **604 E. Gilman Avenue, Arlington, WA 98223** does hereby convey and warrant to **NORTHWEST PIPELINE CORPORATION, P.O. Box 58900, Salt Lake City, Utah 84158-0900** ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed on or above the surface including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes; and roads ("facilities") which may be over, under and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of Snohomish, State of Washington, to wit

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
NW	01	31N	05E

**Parcel A**

All that portion of the southwest quarter of the southwest quarter and of Government Lots 6 and 10 Section 1, Township 31 North, Range 5 East, W.M. in Snohomish County, Washington described as follows

Commencing at the Southwest corner of said Section 1, thence North 2°51'10" East along the West line of Section 1 for 1,337.37 feet to the true point of beginning, thence north 79°26' East 344.74 feet, thence North 58°32' East 227.8 feet; thence North 22°20' West 63.4 feet, thence North 59°53'30" East 392.2 feet; thence South 86°10'30" East 332 feet; thence North 70°37'17" East 190 feet more or less, to intersection with East line of Government Lot 10, thence North on said east line to the south line of Government Lot 6; thence west on said south line 330 feet more or less, to the southwest corner of that portion of Government Lot 6, described in 514 of Deeds on page 277, under Auditor's File No. 1060303, thence north along the west line of said property and said west line extended to the South Fork of Stillaguamish River ; thence Westerly and Southwesterly along said River to intersection of West line of Section 1; thence south along said West line to the true point of beginning, Except Roads, Also except the west 20 feet of the south 400 feet of the above described, deeded to the City of Arlington for road as described under Quitclaim Deed recorded under Recording No. 2297884; Also except a portion of Government Lot 10, said Section 1, described as follows; Commencing at the Southwest corner of said Section 2; thence North 2°51'10" East along the West line of said Section 1 for 1,635.31 feet to the true point of beginning, thence continue North 2°51'10" east for 73.0 feet; thence South 89°16'11" East for 150.01 feet; thence South 2°51'10" West for 73.0 feet, thence North 89°16'11" West for 150.01 feet to the true point of beginning

**Parcel B**

GOVERNMENT Lot 9 and that portion of Government Lot 6, lying East of a line 990 feet East of the West line of Section 1, Township 31 North, Range 5 East, WM, in Snohomish County, Washington, EXCEPT such portion thereof, if any, as may lie beyond the present banks of navigable streams or within shore lands of the second class, EXCEPT tract conveyed to Victors Wrobliski and Clara Wrobliski, his wife by deed recorded under Recording Number 924646, records of said County; AND

EXCEPT tract conveyed by Dale G Huber, Jr and Elizabeth M Huber, his wife by deed recorded under Recording Number 924647, records of said county

Most commonly known as Assessor Parcel Number 31050100201900

The easement is described in Exhibit "A" attached and made a part of this agreement. The easement is located approximately along the line that has or shall be designated by Grantee, on a right of way 20 feet in width, being 10 {in width} feet on the east side and 10 {in width} feet on the west side of the centerline of the pipeline constructed hereunder and which encumbers approximately 1.84 acres.

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 the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work") Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary during construction of the pipeline, and as clearly defined and shown in Exhibit "A".

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages, which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Specific conditions, which shall apply to the initial construction of facilities, are described in Exhibit "B" attached and made a part of this agreement. Grantee shall have the right to cut and to 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.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities within the right-of-way granted to the Grantee, its successors and assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Grantee may at any time permanently abandon said right-of-way and 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.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction, be buried to such depth as will not interfere with such cultivation. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to

operate, maintain and protect its facilities No road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described Easement area

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 Grantors 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 agreement

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 30 DAY OF July, 2005.

GRANTOR:

Henry Graafstra 7-30-05  
Henry Graafstra Date

Betty Graafstra 7-30-05  
Betty Graafstra Date

Graafstra Dairy Inc.

By Henry Graafstra

By \_\_\_\_\_

GRANTEE:

NORTHWEST PIPELINE CORPORATION.

Rex R Johnson 8-1-05  
Rex R Johnson, Attorney-in-Fact Date

NWP# 42005WA00905

ACKNOWLEDGMENT

STATE OF Washington )  
 )ss  
COUNTY OF Snohomish )

BEFORE ME, the undersigned authority, on this 30 day of July, 2005 personally appeared Henry Graafstra and Betty Graafstra, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument at his 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



[Signature]  
Notary Public in and for the  
State of Washington  
My Commission Expires 8-15-06

STATE OF Washington )  
 )ss  
COUNTY OF Snohomish )

BEFORE ME, the undersigned authority, on this 30 day of July, 2005 personally appeared Henry Graafstra, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his free and voluntary act and deed on behalf of Graafstra Dairy Inc. for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.




[Signature]  
Notary Public in and for the  
State of Washington  
My Commission Expires 8-15-06

**ACKNOWLEDGMENT ATTORNEY-IN-FACT**

STATE OF Washington )  
 )ss  
COUNTY OF Snohomish )

On the 1 day of August, 2005, Rex Johnson personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Northwest Pipeline Corporation, and that the Agreement was signed on behalf of Northwest Pipeline Corporation and said acknowledged to me that as such Attorney-in-Fact executed the same

  
\_\_\_\_\_

Notary Public in and for the  
State of Washington

My Commission Expires 8-15-06



DUPLICATE

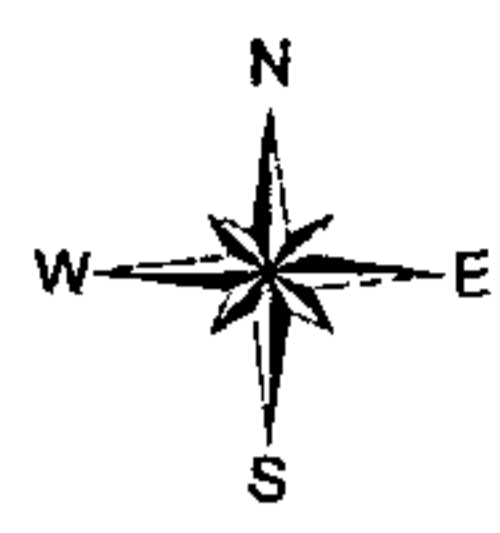
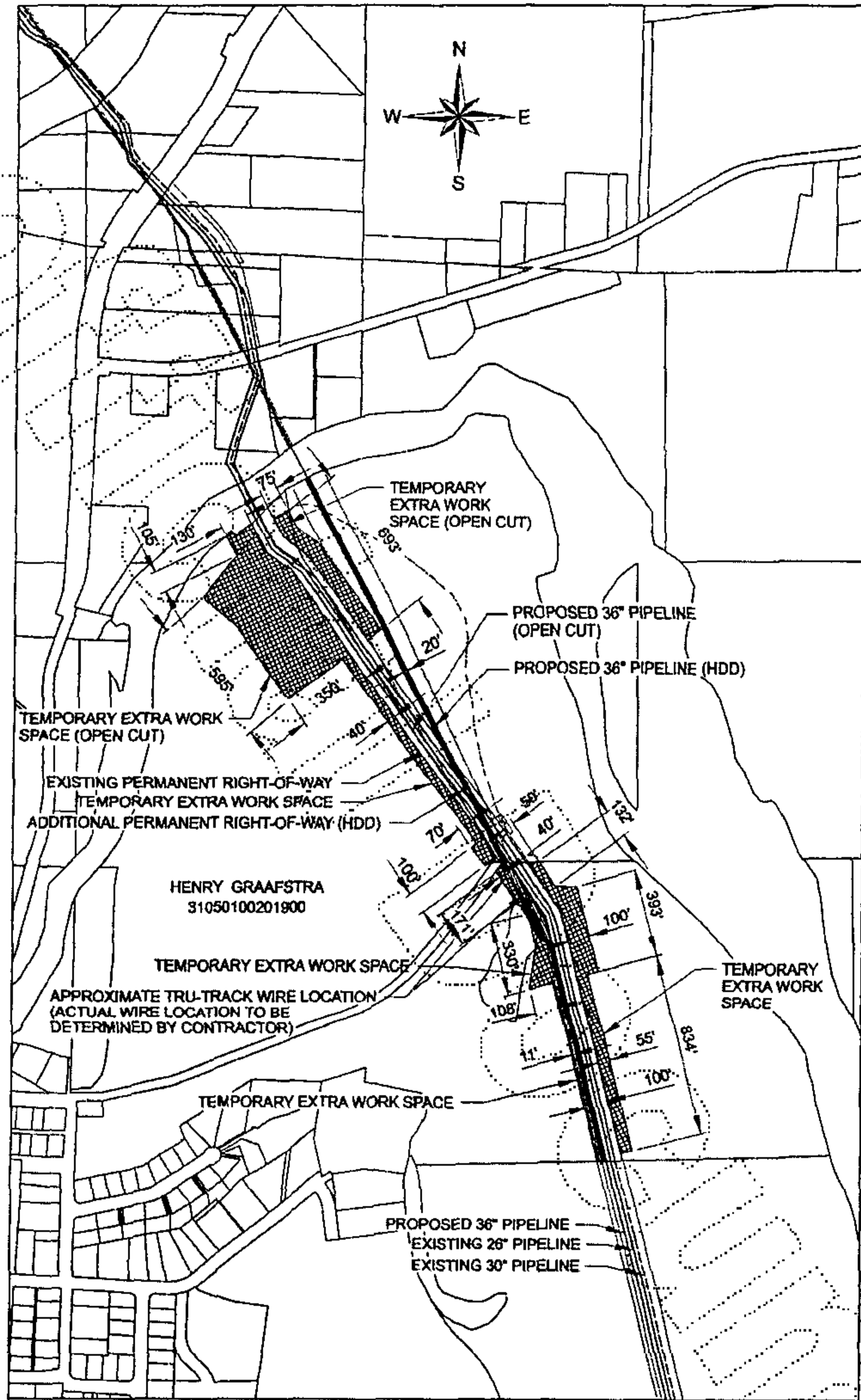
## EXHIBIT "B"

### CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of the agreement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

- 1 Grantee will notify Grantor, in writing, of the construction activity 30 days prior to start of survey and via phone or in writing, at least 7 days prior to the clearing/tree removal and construction preparation of the right of way on the Grantor's land.
- 2 Grantee will construct its pipeline and related facilities in compliance with engineering design and safety standards of the USDOT in force at the time of construction.
- 3 Grantee will remove all construction waste and debris after completion of construction activities.
- 4 Grantee will restore the property after construction to as close to the original condition as is practical.
- 5 Grantee will re-seed disturbed areas along ROW with a seed mix native to the area or as specified by the Grantor.
- 6 Grantee will restore all access roads or driveways disturbed by construction to condition equal to or better than existed prior to construction. Restoration will include final grading where necessary.
- 7 Grantee will protect all survey monuments located within the ROW. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of the Grantee to re-establish and survey monuments in conformity with survey standards then currently established for the state of Washington.

UNAPPROVED



EXISTING PERMANENT RIGHT-OF-WAY = 7.61 ACRE  
 ADDITIONAL PERMANENT R-O-W = 1.84 ACRE  
 TEMPORARY EXTRA WORKSPACE = 10.82 ACRE  
 TOTAL = 20.27 ACRE

**EXHIBIT "A"**  
 12/20/2004 REV 1  
 WILLIAMS  
 NORTHWEST PIPELINE CORPORATION  
 PROPERTY EXHIBIT - HENRY GRAAFSTRA  
 36" O D CAPACITY REPLACEMENT PIPELINE  
 M P 1423.19 TO M P 1423.77  
 SEC. 01, T-31-N, R-5-E  
 SNOHOMISH COUNTY, WASHINGTON  
 DWG # 1408 1-X-0151 TRACT # 02850

UNAPPROVED