

50026

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

BOOK 41 PAGE 101  
Line No. 101-15  
R/W No. 8-30-154  
State Washington  
County Skamania  
Rods  
W.O. No.

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth,

Wauna Lake Club, a corporation

whose address is 325-6 Lumberman's Building, Portland, Oregon.

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of

Skamania; State of Washington, to-wit:

The right of way herein granted shall be 75 feet in width for construction purposes and shall revert to a width of 50 feet thereafter. The route of the pipeline shall be as now staked and surveyed and as hereinafter described: Proposed route of the Pacific Northwest Pipeline across the property of the Wauna Lake Club, in Section 10, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, said route being a staked line as actually surveyed and as hereinafter described. BEGINNING at a point in the north boundary line of said Section 10, from which the NW corner of Section 10 bears in a westerly direction 2350 feet, more or less. THENCE, S  $45^{\circ} 01'$  W, 1160 feet to the point of exit in the south boundary line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , from which the SW corner of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  bears in a westerly direction 200 feet more or less. RE-ENTERING the subject property at a point in the north boundary line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , from which the NE corner of the said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  bears in an easterly direction 350 feet, more or less. THENCE, S  $45^{\circ} 01'$  W, 500 feet, more or less, to the point of exit in the west boundary line of the said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  from which the SW corner of the said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  bears in a southerly direction 350 feet, more or less. The herein described staked line traversing the said property of the Wauna Lake Club for a total distance of 1660 feet, or 100.60 rods.

Merchantable timber shall be cut in saw log lengths and stacked at the edge of the right of way and shall be the property of Grantors.

Section 10, Township 2N, Range 7E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 11 day of Jan, 1956.

WITNESSES:

*[Signature]*

by/

*Mauna Laka Chuli*

*Henry E. Keeney Pres*

(Seal)

by/

*Jonathan Edwards Sec*

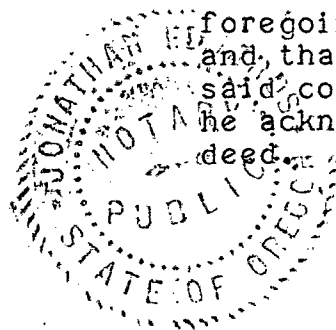
(Seal)

(Seal)

(Seal)

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

On this 11th day of January, 1956, personally appeared HENRY G. KEENEY, who, being duly sworn, did say that he is the President of Wauna Lake Club and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:



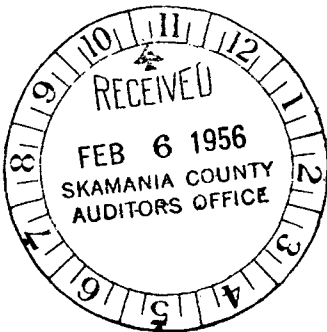
Jonathan Edwards  
Notary Public for Oregon  
My commission expires: 10/10/56

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

On this 11th day of January, 1956, personally appeared JONATHAN EDWARDS, who, being duly sworn, did say that he is the Secretary of Wauna Lake Club and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:



Doris S. Lotter  
Notary Public for Oregon  
My commission expires: 3/30/58



No: 1730-75

TRANSACTION EXCISE TAX

FEB 6 1956

Amount Paid See affidavit  
Mabel J. Lotter  
Skamania County Treasurer

By .....