

RIGHT OF WAY CONTRACT

BOOK 41 PAGE 107
 Line No. 101-15
 R/W No. 8-30-166
 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, _____
Ernest Olson and Hilda Olson, his wife
Edwin Nilson and Letha Nilson, his wife

whose address is 1303 S.E. 12th Avenue, Camas, Washington
 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 Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), and Government Lot 5, in Section 2; the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), and Government Lots 6 and 7, in Section 3; the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), and Governemnt Lots 1 and 2, in Section 10; and Government Lot 5 in Section 11; all in Township 2 North, Range 7 East; EXCEPT that portion thereof which lies with in the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines. The route of the pipeline is further evidenced by Centerline Description attached hereto and marked "Exhibit A" and by property plat No. 17-9-306.

Section 2,3,10,& 11, 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 13 day of December, 1955.

WITNESSES:

G. Langhlin

Ernest Olson (Seal)

Hilda Olson (Seal)

Edwin Nilson (Seal)

Letha Nilson (Seal)

FEB 6 1956

Amount Paid *See affidavit*

Mary Jeter
Skamania County Treasurer

By _____

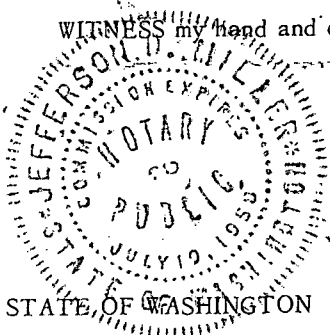
STATE OF WASHINGTON

SS.

County of Clark

On this 13th day of December, A. D. 1955, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ernest Olson, Hilda Olson, Edwin Nilson and Letha Nilson to me known to be the individual S described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their 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.



Jefferson J. Jefferson
Notary Public in and for the State of Washington
residing at Camas, therein.

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

County of _____

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____ and _____ his wife, to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ 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.



Notary Public in and for the State of _____

residing at _____

RIGHT OF WAY CONTRACT

FROM

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF _____

I hereby certify that the within instrument was filed

for record on the _____ day of _____ 19____

at _____ o'clock _____ M., and was duly recorded in

Volume _____ of _____

at Page _____ and examined.

(Title)

RETURN TO
FISH NORTHWEST CONSTRUCTORS, INC.
P. O. BOX 1002
SALT LAKE CITY, UTAH

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

County of _____

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____ and _____ his wife, to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ 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.

Notary Public in and for the State of _____

residing at _____

ERNEST OLSON, ET UX

R/W 8-30-166

Proposed route of the Pacific Northwest Pipeline across the property of Ernest Olson, et ux in Section 3, T-2-N, R-7-E, Willamette Meridian, Skamania Co., Washington, said route being a staked line as actually surveyed and as hereinafter described.

BEGINNING at a point in the north boundary line of the S $\frac{1}{2}$ of said Section 3, from which the east $\frac{1}{4}$ corner of said Section 3 bears in an easterly direction 284 feet.

THENCE, S 44° 41' W, 611 feet to a point;

THENCE, S 45° 01' W, 860 feet, more or less, to the point of exit from subject property in the W boundary line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3, from which the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3 bears in a northerly direction 1060 feet, more or less.

RE-ENTERING the subject property in the north boundary line of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 3, from which the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3 bears in an easterly direction 270 feet, more or less.

THENCE, S 45° 01' W, 1450 feet, more or less to the point of exit from subject property in the west boundary line of the SE $\frac{1}{4}$ of said Section 3, from which the SW corner of the SE $\frac{1}{4}$ of said Section 3 bears in a southerly direction 300 feet, more or less.

The herein described staked line traversing the said property of Ernest Olson et ux for a total distance of 2921 feet, or 177.10 rods, more or less.

SKAMANIA CO., WASHINGTON

BOOK

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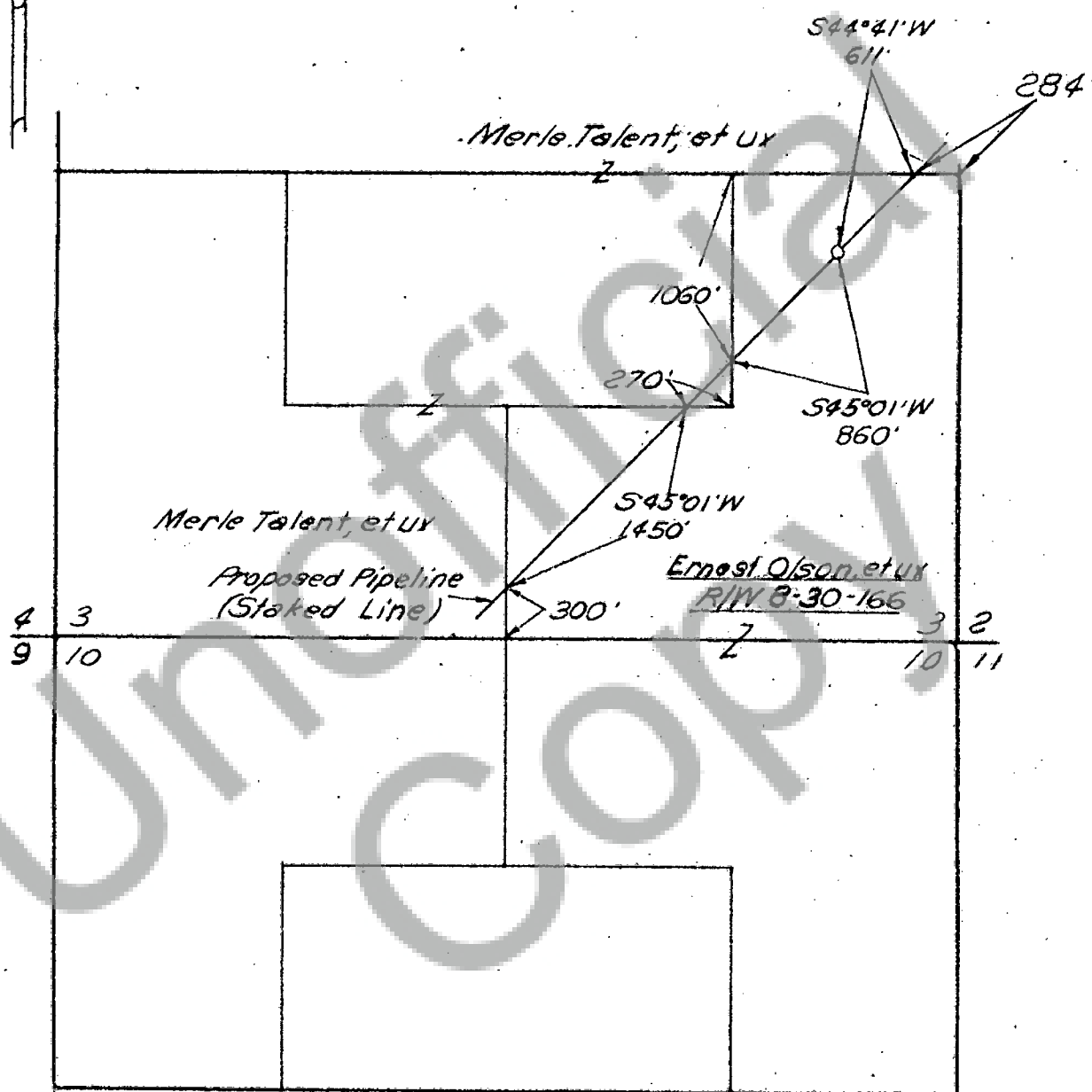
T-2-N, R-7-E, SEC. 3

R/W 8-30-166

N

EXHIBIT "A"

2921 Feet
177.10 Rods



Align. Sheet : 47-4-313
Field Book, M.L. 186, P. 11, 12.

				SCALE 1" = 1000'		FISH NORTHWEST CONSTRUCTORS, INC. HOUSTON, TEXAS ACTING AS AGENT FOR PACIFIC NORTHWEST PIPELINE CORP. <u>PROPOSED MAIN TRANSMISSION LINE</u> <u>ACROSS PROPERTY OF</u> <u>ERNEST OLSON, ET UX</u> <u>SKAMANIA CO., WASHINGTON.</u>	SCH-15
				DR.	DATE		JOB NO.
				TR.	Welden 12-12-55		10002
				CH.			DWG. NO.
NO.	REVISION	BY	DATE	APPR.			17-9-306