26 (36 FORM NO. L-30

STATE OF WASHINGTON

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RIGHT OF WAY CONTRACT

BOOK Line No	41 PAGE 134 101-15 & 16
R/W No	8-30-2 0 5
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,
Ralph R. Roberts and Elizabeth L. Roberts, his wife
Jack Spring and Melba E. Spring C.P.
Skamania. Wn.
whose address is 10807 S.E. Biddle Road, Vancouver, 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:
That portion of the Northwest Quarter (NW#) of Section 34, Township 2 North, Range

That portion of the Northwest Quarter (NW4) of Section 34, Township 2 North, Range 6 E.W.M., lying Northerly of the Northerly line of the easement granted to the United States of America for the Bonneville Power Administrations's Bonneville-Vancouver electric power transmission line; EXCEPT access road easement to said power line; and EXCEPT water rights on Duncan Creek, including the rights acquired by the S. P. & S. Railway Company to maintain a dam and water pipeline.

The Right of Way herein granted shall be 75' in width for construction purposes and shall revert to a width of 50' after construction.

Section_34	, Township	, 2N,	Range <u>6E</u>	, together with t	the right of in-
gress and egre	ss to and from said	line or lines, or any	y of them, for the	purposes aforesaid; hereby	releasing and
waiving, as to C	Grantee, all rights und	ler and by virtue of th	ie homestead exem	nption 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 26 day of <u>December</u>, 1955.

WITNESSES:

(Seal)

Marph Tobello (Seal

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residing at Vancause