

50677

BOOK 41 PAGE 157

AGREEMENT

AGREEMENT, dated this 23rd day of January, 1956, by and between LONGVIEW FIBRE COMPANY, a Delaware corporation, whose address is Longview, Washington, herein called "Grantor" and PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its principal office being at the M. & M. Building, Houston, Texas, and herein called "Grantee."

W I T N E S S E T H:

Grantor, for and in consideration of the sum of \$389.45 cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto Grantee the right of way and easement for the purposes hereinafter set forth, upon, over, through and across the following described real estate situated in the County of Skamania, State of Washington, which right of way is more particularly described as follows:

Parcel 1: Beginning at a point on the North boundary line of the $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 23, Township 3 North Range 8 East, W. M., said point being 965 feet easterly of the northwest corner of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 23, thence $S 52^{\circ} 09' W$ for a distance of 2382 feet more or less to a point on the South boundary line of the $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of said Section 23, said point being 353 feet easterly of the southwest corner of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 23, said right of way being actually surveyed and staked on the ground.

Parcel 2: Beginning at a point on the East boundary line of the Southeast one-quarter of the Southwest one-quarter of Section 30, Township 3 North Range 8 East, W. M., said point being 896 feet more or less northerly of the southeast corner of said Southeast one-quarter of the Southwest one-quarter of said Section 30, thence $S 68^{\circ} 06' W$ for a distance of 2400 feet to a point on the South boundary line of Government Lot 4 of said Section 30, said point being 414 feet more or less easterly from the Southwest corner of said Government Lot 4, said right of way being actually surveyed and staked on the ground.

Parcel 3: Beginning at a point on the East boundary line of Government Lot 5 in Section 17 of Township 2 North Range 7 East, W. M., said point being 160 feet more or less northerly of the Southeast corner of said Government Lot 5,

thence S $46^{\circ} 31' W$ for a distance of 280 feet more or less to a point on the South boundary of said Government Lot 5, said point being 200 feet more or less southwesterly of the said southeast corner of Government Lot 5, said right of way being actually surveyed and staked on the ground.

Parcel 4: Beginning at a point on the East boundary of Section 19 of Township 2 North Range 7 East, W. M., said point being 2381 feet southerly of the Northeast corner of said Section 19, thence S $60^{\circ} 30' W$ for a distance of 912 feet to a point; thence S $65^{\circ} 30' W$ for a distance of 452 feet more or less to a point on the West boundary line of the Samuel M. and Mary Jane Hamilton D.L.C., said point being 220 feet more or less southeasterly of the point of intersection of the West boundary of the said D.L.C. and the South boundary of the Bonneville Power Administration, said right of way being actually surveyed and staked on the ground.

The right of way and easement herein conveyed is and shall be to locate, construct, reconstruct, operate, maintain, repair, alter, replace and remove a pipeline for the transportation of oil, gas and the products thereof, on, over and through the hereinabove described lands together with the right of ingress and egress at convenient points for such purposes and all other rights necessary or convenient for the enjoyment of the privileges herein granted. If ingress and egress is made over Grantor's lands by means other than over the right of way described hereinabove or by existing roads, the Grantee agrees to pay Grantor for any damages which may arise from the exercise of the rights of ingress and egress 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 Grantor, its successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by two so appointed, and the written award of such three persons shall be final and conclusive.

Grantor hereby releases and waives as to Grantee all rights under and by virtue of the Homestead exemption laws of said State.

Grantor shall have the right to use and enjoy the above-described premises, except as to the rights herein granted; and Grantor agrees 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 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 Grantor, its successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by two so appointed, and the written award of such three persons shall be final and conclusive.

The easement is to be seventy-five feet in width for construction purposes, reverting to fifty feet in width for maintenance and operation.

The pipeline is to be twenty-six inches in diameter and is to be buried to a depth of not less than forty-two inches.

Grantor reserves the right to the primary use of the land and may assign its use to others provided such use of land does not interfere with uses granted herein to Grantee.

If the pipeline, herein described, is not constructed within a period of five years from date of this document, then this agreement shall be null and void.

The Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, growing out of or incident to the exercise of the rights of the Grantee hereunder.

Grantee agrees to pay Grantor the sum of \$1,250.00 to cover all damages on the right of way during the initial construction of the pipeline.

Grantee acknowledges that its operations in the construction, maintenance and use of the pipeline and the incidents thereof, will constitute a fire hazard, and will use every effort to prevent a fire from arising on said lands in its operations hereunder, and will immediately, upon outbreak of any fire, do all things possible to control and suppress said fires.

Grantee will control and extinguish at its expense any fires which may start on the property from its facilities or in connection with the operation of the facilities.

Grantee agrees to dispose of, to Grantor's satisfaction, all slash, rubbish and debris occasioned by the construction and laying of the said pipeline, and to exercise the rights granted herein with the least possible damage to or interference with the land and Grantor's use and enjoyment thereof.

Grantee shall at its expense keep the easement and right of way free of all noxious weeds as required by any Municipal, County, State or Federal laws or regulations. Grantee is not permitted to build any buildings on the property and is not to house any persons on the property temporarily or otherwise.

Grantee shall be liable to Grantor and hereby covenants to pay Grantor for all loss or damage or destruction of property of Grantor which is caused by any acts of the Grantee or omission by the Grantee to act in the exercise of any right or rights granted hereunder.

Grantee promises and agrees to pay any increase in taxes and assessments of every kind which may hereafter be levied or become a lien against the hereinabove described lands, which increase is levied or assessed by reason of the construction, operation and maintenance of the pipeline thereon.

Grantor reserves the right to cross and recross the pipeline right of way with roads and in the normal course of logging with tractors and other logging equipment. Grantor reserves the right to fell timber on the pipeline

right of way in the normal course of logging its timber crops from time to time.

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

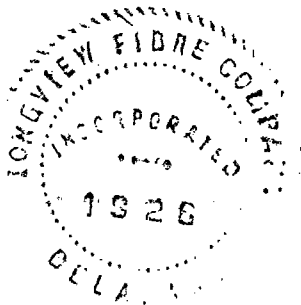
It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

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 to be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers this 23rd day of January, 1956.



LONGVIEW FIBRE COMPANY

By R. S. Wertheimer
Vice-President

By R. G. Armstrong
Assistant Secretary

State of Washington)
County of Cowlitz) ss.

On this day personally appeared before me R. S. Wertheimer and R. G. Armstrong, to me known to be the Vice-President and Assistant Secretary,

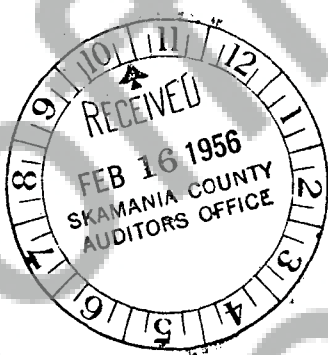
respectively, of Longview Fibre Company, a Delaware corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument in behalf of said corporation, and that the corporate seal attached thereto is the seal of said corporation.

Given under my hand and official seal, this 27th day of January, 1956.



W.V. Mendenhall
Notary Public for Washington

My commission expires: 8/21/59



No: 1730 - 88
TRANSACTION EXCISE TAX

FEB 16 1956
Amount Paid See affidavit
Maeda J. O. O. O.
Skamania County Treasurer
By