

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

Line No. BOOK 41 PAGE 190
R/W No. 8-30-267
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, _____
J. C. Barnard and Frances M. Barnard, his wife.

whose address is Route 2, Box 292, Washougal, 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 pipeline~~ 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 after construction. The pipe shall be buried so as to provide 36 inches of cover and it shall be constructed as presently surveyed and staked. All merchantable timber shall be cut into saw log lengths and stacked at the edge of the right of way and all slash, toppings and brush shall be burned on the right of way. Ingress and egress to be on said Right of Way ~~and existing roads~~.

The North Half of the Northeast Quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}$ of the $NW\frac{1}{4}$) of Section 6, Township 1 North, Range 5 E.W.M.; EXCEPT that portion of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the said Section 6 lying easterly and northerly of State Secondary Highway No. 8-B; and EXCEPT that portion of the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of the said Section 6 described as follows: Beginning at the northeast corner of the said Section 6; thence south $89^{\circ} 31'$ west 857.5 feet to a point in the center of State Secondary Highway No. 8-B; thence south $08^{\circ} 34'$ west 122.77 feet to a point marking the intersection of the center of said highway with the low water mark of the Washougal River and the initial point of the tract hereby described; thence north $79^{\circ} 04'$ east 120 feet; thence south $54^{\circ} 52'$ east 240.7 feet along the line of low water of the Washougal River; thence south $31^{\circ} 30'$ west 399.76 feet; thence north $87^{\circ} 26'$ west 754.54 feet; thence north $02^{\circ} 34'$ east 420 feet to the low water mark on the south bank of the Washougal River; thence south $87^{\circ} 26'$ east 498 feet along said low water line; thence north $79^{\circ} 04'$ east 134.12 feet to the initial point; and EXCEPT that portion of the $NE\frac{1}{4}$ of the said Section 6 described as follows: Beginning at a point 22.60 chains south and 4.80 chains west of the Northeast corner of the said Section 6; thence west 8.53 chains to the center of Fleming Creek; thence northeasterly following the center of Fleming Creek to the southerly right of way line of State Secondary Highway No. 8-B; thence southeasterly along the southerly right of way line of said highway to a point north 16° east 10.03 chains from the point of beginning; thence south 16° west 10.03 chains to the point of beginning; and EXCEPT easement and water right granted to Ida B. Parker; and EXCEPT right of way for State Secondary Highway No. 8-B

After construction the grade of said right of way shall be replaced to approximate grade prior to construction.

Section 5.6, Township 1N, Range 5E, 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 line~~ 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 18th day of January, 1956

WITNESSES:

John G. Titusson

C. Barneard (Seal)

No. 1730- 101

Frances M. Barnard (Seal)

TRANSACTION EXCISE TAX

FEB 16 1956

Amount Paid See affidavit

Maed J. Guter
Skamania County Treasurer

By

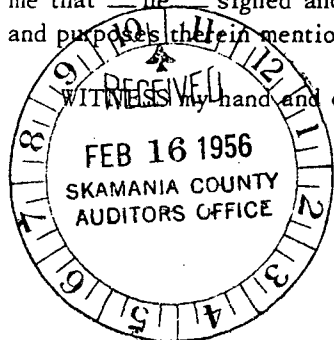
STATE OF WASHINGTON

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

to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that _____ he _____ 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 _____

JOINT ACKNOWLEDGMENT

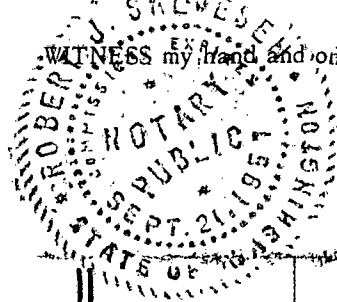
STATE OF WASHINGTON

ss.

County of Skamania

On this 18th day of January, A. D. 19 56, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared J. C. Barnard and Frances M. Barnard

his wife, 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.

Robert J. Salvo
Notary Public in and for the State of Washington

residing at Stevenson, Washington

RIGHT OF WAY CONTRACT

FROM

J. C. Barnard

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Skamania

I hereby certify that the within instrument was filed

for record on the 16 day of February 1956.at 10:30 o'clock 17 M., and was duly recorded inVolume 41 of Deedat Page 190 and examined

Oliver L. Berg

By M. Kelly
(Title)

REGISTERED <u>K</u>	INDEXED <u>K</u>	INDIRECT <u>K</u>
RECORDED	COMPARED	MAILED

RETURN TO

PACIFIC NORTHWEST PIPELINE CORPORATION

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 _____ he _____ 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 _____