

## RIGHT OF WAY CONTRACT

BOOK 41 PAGE 256  
 Line No. 101-15  
 R/W No. 8-30-056  
 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,

ELI DAVITT ST. MARTIN

whose address is Gales Creek, 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 Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 21, Township 3 North, Range 8 E.W.M.

The route of said pipeline shall be located in accordance with the description of the staked line as surveyed and the alignment sheet 47-4-312 attached hereto and by reference made a part hereof as Exhibit "A" and Exhibit "B". All timber on said right of way shall be cut into sawlog lengths, placed at the edge of the right of way, and shall become the property of the grantors.

Section 21, Township 3 North, Range 8 E.W.M., 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 1st day of March, 1956.

WITNESSES:

*Reuben Salvesen*

*Eli Davitt St. Martin* (Seal)

(Seal)

(Seal)

(Seal)

SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Skamania

ss.

1st to see affidavit  
Marek J. J. J.

On this 1st day of March, A. D. 19 56, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Eli Davitt St. Martin

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 his 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 Washington

residing at Stevenson, Washington.

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_

ss.

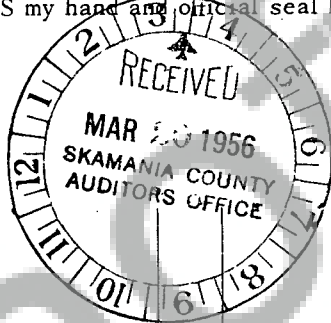
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ and \_\_\_\_\_

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 \_\_\_\_\_



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)

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_

ss.

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.

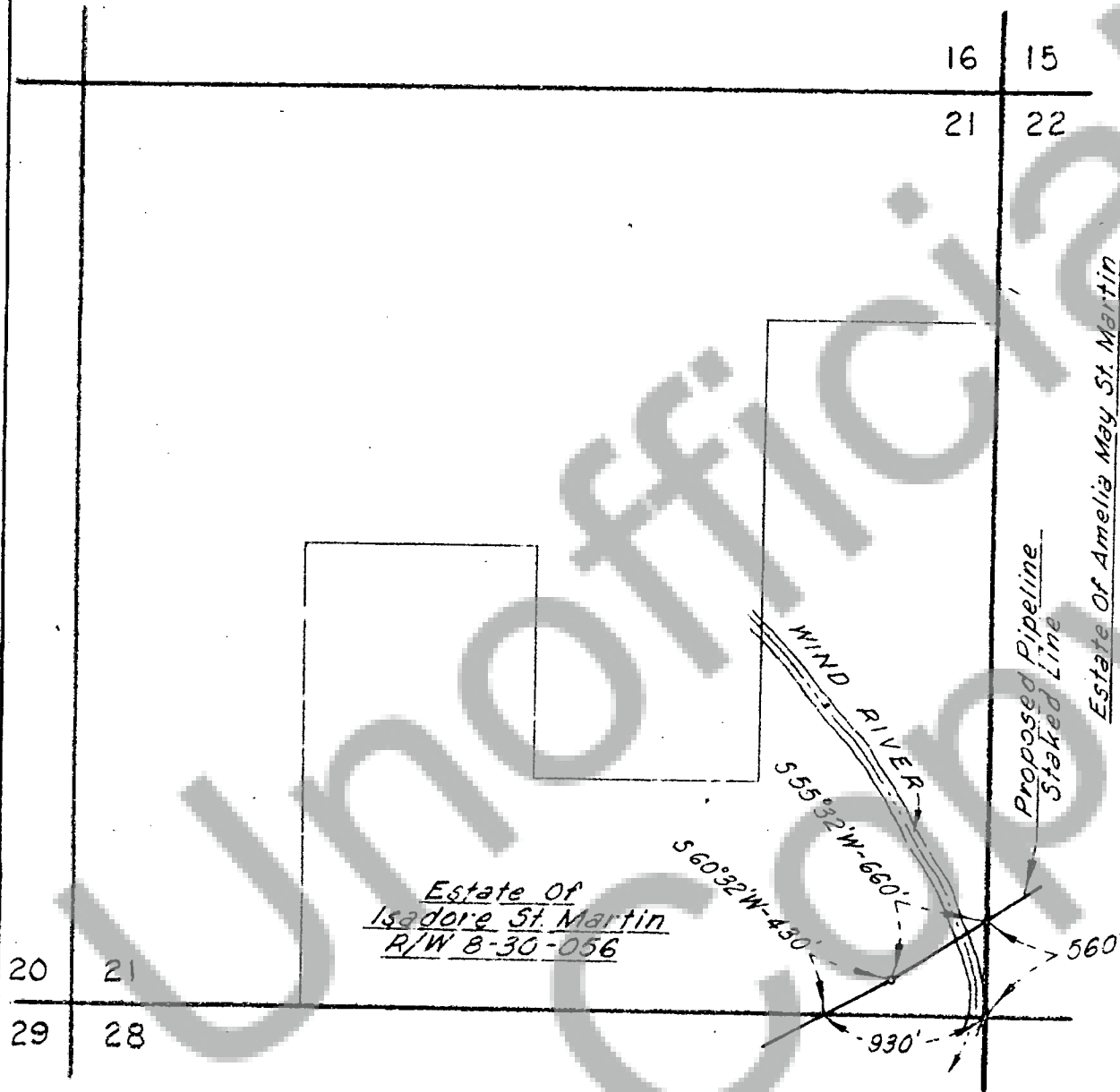
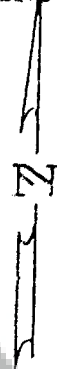
Notary Public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_

SKAMANIA CO., WASHINGTON BOOK 41 PAGE 258  
T 3 N - R 8 E - SEC. 21  
R/W 8-30-056

EXHIBIT A

$\frac{1090 \text{ Feet}}{66.06 \text{ Rods}}$



Align. Sht. 47-4-312  
 Field Book ML-300, p. 243

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## EXHIBIT "B"

Proposed route of the Pacific Northwest Pipeline across the property of Estate of Isadore and Margaret St. Martin in Section 21, T-3-N, R-8-E, Willamette Meridian, Skamania County, Washington, said route being a staked line 75 feet in width being  $37\frac{1}{2}$  feet in width on either side of said staked line, as actually surveyed and as herein-after described.

BEGINNING at a point in the East boundary line of said Section 21, from which the SE corner thereof bears in a southerly direction along said East boundary line 560 feet;

THENCE, S  $55^{\circ} 32'$  W, 660 feet to a point;

THENCE, S  $60^{\circ} 32'$  W, 430 feet to the point of exit from subject property in the South boundary line of said Section 21, from which the SE corner thereof bears in an easterly direction along said South boundary line 930 feet.

The herein described staked line traversing the said property of Estate of Isadore and Margaret St. Martin, for a total distance of 1090 feet or 66.06 rods.