

Line No. 101-15
R/W No. 8-30-034
State of Washington
Skamania County

AGREEMENT

AGREEMENT, dated this 26th day of January, 1956, by and between The Long-Bell Lumber Company, a Missouri corporation, whose address is P. O. Box 1079, Longview, Washington, herein called "Grantor" (whether one or more), 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 \$ 110.60 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, to-wit:

In Section 13, T-3-N, R-8-E, Willamette Meridian, Skamania County, Washington, said route being a staked line as actually surveyed and as hereinafter described.

Beginning at a point in the North boundary line of said Section 13 from which the NE corner of same said Section 13, bears in an easterly direction 1300 feet, more or less.

THENCE, S 46° 09' W. 1700 feet to a point.

THENCE, S 52° 09' W, 125 feet, more or less, to the point of exit from subject property, from which the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 13 bears in a southerly direction 35 feet, more or less.

The herein described staked line traversing the said property of The Long-Bell Lumber Company for a total distance of 1825 feet or 110.60 rods, more or less.

There also being a proposed pipeline right-of-way across the said property, said right-of-way to be 50 feet in width measured 35 feet to the left (southeasterly) and 15 feet to the right (northwesterly) of the above described staked line.

Said proposed right-of-way to contain 2.10 acres of land, more or less.

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 herein above 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. Grantor hereby releasing and waiving 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 to be seventy-five feet in width for construction purposes, reverting to fifty feet in width for maintenance and operation.

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

Grantor reserves the right to the primary use of the land and to assign its use to others provided such use of land does not interfere with uses granted herein by 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. If pipeline is abandoned, Grantee shall notify Grantor by registered mail at its offices at Box 1079, Longview, Washington, ninety days prior to the expiration of a five-year period of abandonment of pipeline and of its intent to void easement of Grantee.

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 to pay Grantor the sum of \$3,967.25 to cover all damage on the right of way.

Grantee to agree to give Grantor first refusal to buy the logs at the current market prices of the company being offered at its Wind River Dump at the time the trees are cut and removed from the right of way.

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 fire.

Grantee agrees to furnish Grantor with a slash clearance from the Washington State Division of Forestry for any and all slash created in the construction of the pipeline or the incidents 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 not permitted to build any buildings on the property and not to house any persons on the property temporarily or otherwise.

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 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 or omission of acts of Grantee 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 herein-above 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 & Company, Incorporated, 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 26th day of January, 1956.

THE LONGBELL LUMBER COMPANY

By H. E. Kelsey

By R. T. Frost ASSISTANT SECRETARY

State of Washington)
County of Cowlitz) ss.

On this day personally appeared before me H. E. Kelsey and R. T. Frost, to me known to be the Vice President and Assistant Secretary, respectively, of Longbell Lumber 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 26th day of Jan, 1956.

No 1730

RECEIVED

Notary Public for Washington

My commission expires: 10

Attest to the foregoing
mabel J. Jeter
Annette S. Hutcherson
Dep.

