

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

Line No. 101-15  
R/W No. 8-30-184  
State Washington  
County Skamania  
Rods 98  
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,  
Bradley W. Paul and Fern M. Paul, his wife

whose address is North-Bonneville, Washington Box 312, Fry, Arizona

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:

Government Lot 8 of Section 19, Township 2 North, Range 7 East; EXCEPT the 300 foot strip of land and adjacent easements acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines.

RIDER TO RIGHT-OF-WAY CONTRACT  
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101-15

It is hereby understood and agreed that the Right-of-Way herein granted shall be restricted to 75 feet in width during the period of construction and after such construction the said width shall revert to a permanent Right-of-Way of 50 feet in width, the centerline of which is described as follows:

BEGINNING at a point in the east boundary line of said Lot 8 from which the SE corner of said Lot 8 bears in a southerly direction 757 feet;

THENCE, S 60° 30' W, 478 feet to a point;

THENCE, S 63° 30' W, 1033 feet to a point in the west boundary line of said Section 19 from which the SW corner of said Section 19 bears in a southerly direction 76 feet.

Grantee hereby agrees that the pipe shall be buried to such a depth as to provide for a minimum of 48 inches of cover from top of pipe to normal ground level.

Grantor herein specifically reserves the right to construct, maintain and operate, across the right-of-way herein granted, roadways, canals, ditches, flumes or water pipelines, provided that in the exercise of this right no damage will occur to the gas pipeline.

It is further understood and agreed that the right of ingress and egress herein granted shall be restricted to the right-of-way. Grantee shall not enter upon any other part of Grantors land unless written permission of the Grantor is obtained.

Section 19, Township 2N, Range 7E, 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 28th day of January, 1956.

WITNESSES:

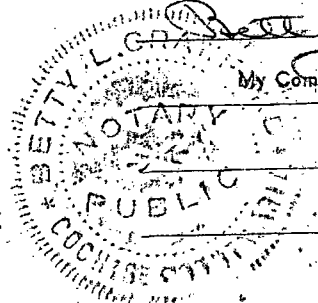
My Commission Expires February 2, 1958

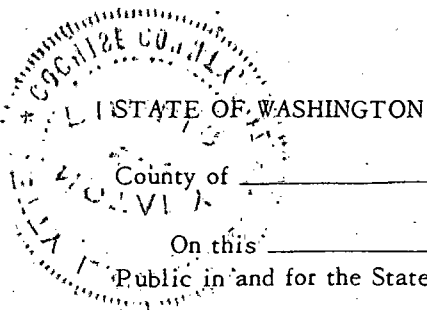
Bradley W. Paul (Seal)  
Bradley W. Paul

(Seal)

Fern M. Paul (Seal)  
Fern M. Paul

(Seal)





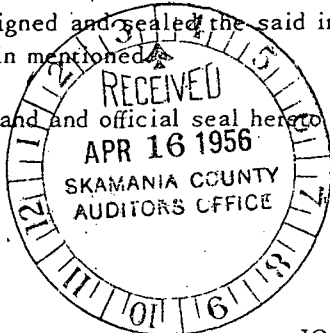
SINGLE ACKNOWLEDGMENT

BOOK 41 PAGE 437 01

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

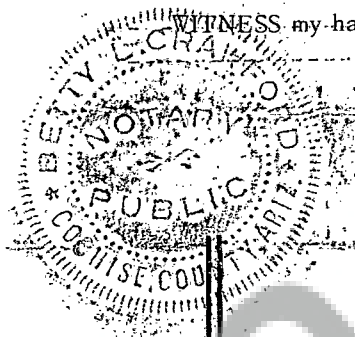
ARIZONA  
STATE OF WASHINGTON

County of COCHISE

On this 25th day of January, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn personally appeared

Bradley W. Paul and Fern W. Paul  
his wife, to me known to be the individual \_\_\_\_\_ 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.



Notary Public in and for the State of Arizona

residing at Bisbee, Arizona

My Commission Expires February 2, 1958

50400

RIGHT OF WAY CONTRACT

FROM

Bradley W. Paul, et al.

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 April 1956

at 3:30 o'clock P. M., and was duly recorded in

Volume 241 of Deed

at Page 405 and examined.

Oliver L. Berg, Auditor

By M. Kelly, Deputy  
(Title)

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

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

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 \_\_\_\_\_