

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

BOOK

41 PAGE

82

Line No. 101-15  
 R/W No. 8-30-111  
 State Washington  
 County Skamania  
 Rods 19  
 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, \_\_\_\_\_

E. P. Ash and Gertrude Ash, his wife

whose address is Stevenson, 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 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:

That portion of Government Lots 4 and 9 in Section 36, Township 3 North, Range 7½ E.W.M., described as follows: Beginning at the intersection of the north line of the Henry Shepard D. L. C. with the west line of said Section 36; thence east along the north line of said D. L. C. 704.5 feet; thence north 417.5 feet; thence west 417.5 feet; thence north 757 feet; thence west 287.5 feet; thence south 1174.5 feet to the point of beginning; EXCEPT that portion thereof described as follows: Beginning at intersection of the north line of said D. L. C. with the west line of said Section 36; thence north 418 feet; thence east 206 feet; thence southwesterly to a point on the north line of said D. L. C. 169 feet east of the point of beginning; thence west 169 feet to the point of beginning; and EXCEPT that portion thereof lying south of the north line of the county road known as Strawberry Road.

Section 36, Township 3N, Range 7½E, 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 8 day of December, 1955.

WITNESSES:

J. P. Morgan

E. P. Ash

(Seal)

Gertrude Ash

(Seal)

(Seal)

(Seal)

SINGLE ACKNOWLEDGMENT

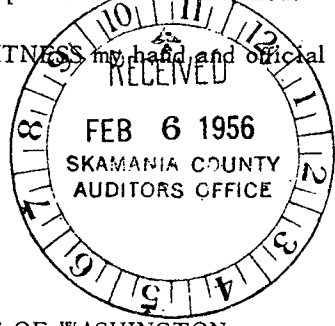
STATE OF WASHINGTON

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

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 \_\_\_\_\_ No. 1730 - 66  
residing at \_\_\_\_\_

JOINT ACKNOWLEDGMENT

TRANSACTION EXCISE TAX

FEB 6 1956

Amount Paid See affidavit  
Marshall L. Lister  
Skamania County Treasurer  
By \_\_\_\_\_

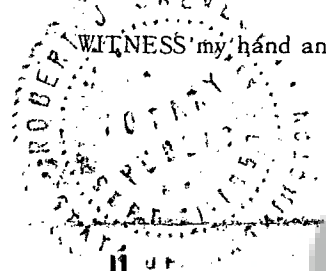
STATE OF WASHINGTON

County of Skamania ss.

On this 8th day of December, A. D. 1955, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared E. P. Ash and Gertrude Ash

his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that the y 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 Washington  
residing at Stevenson, Washington

60617

RIGHT OF WAY CONTRACT

FROM E. P. Ash, 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 6 day of February 1956 at 6:45 o'clock A M., and was duly recorded in Volume 41 of Deed at Page 82 and examined.

Alice S. Berg, Auditor

By M. Kelly, Deputy (Title)

REGISTERED	K
INDEXED - DIR.	K
INDIRECT	K
RECORDED	K
COMPARED	K
MAILED	K

RETURN TO  
FISCAL SERVICE CENTER  
P. O. BOX 1802  
SALT LAKE CITY, UTAH

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 \_\_\_\_\_