

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

BOOK 41 PAGE 92
 Line No. 101-15
 R/W No. 8-30-129
 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,

Eugene W. Smith and Charlotte Smith, his wife

Robert W. Barnes, a single man

Mound Valley, Wn.

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:

Commencing at a point 25.65 rods west and 62.36 rods north of the southeast corner of Government Lot 1 of Section 36, Township 3 North, Range 7 E.W.M.; thence west 25.65 rods to intersection with the east line of the Lillegard tract; thence south 31.18 rods along the east line of the said Lillegard tract; thence east 25.65 rods more or less to a point due south of the point of beginning; thence north 31.18 rods to the point of beginning; containing 5 acres, more or less; EXCEPT right of way for the county road known as Johns Road along the west line of the above described tract.

Section 36, Township 3N, 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 7th day of December, 1955.

WITNESSES:

St. Lawrence

Harry Boone

Robert W Barnes

Eugene W Smith

Charlotte Smith

(Seal)

(Seal)

(Seal)

(Seal)

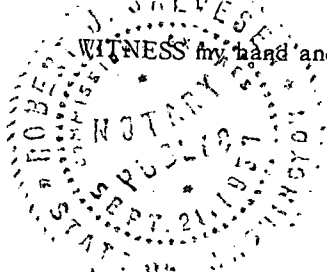
STATE OF WASHINGTON

County of Skamania

SS.

On this 27th day of December, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Robert W. Barnes, a single man,

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.

Robert W. Barnes
Notary Public in and for the State of Washington

residing at Stevenson, Washington

No. 1730 - 71

JOINT ACKNOWLEDGMENT

TRANSACTION EXCISE TAX

FEB 6 1956

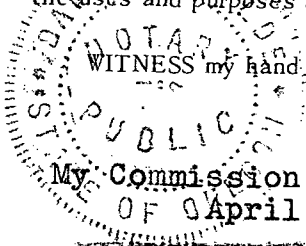
Amount Paid See affidavit
Malcolm J. Peter
Skamania County Treasurer

STATE OF ~~WASHINGTON~~ OREGON,County of Union

SS.

On this 7th day of December, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared Eugene W. Smith and Charlotte Smith

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.



My Commission Expires:
OF April 30, 1956

David H. Wythe
Notary Public in and for the State of Oregon

residing at La Grande, Oregon

50022

RIGHT OF WAY CONTRACT

FROM

Eugene W. Smith 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 19 56at 10:45 o'clock A. M., and was duly recorded inVolume 141 of Deedat Page 92 and examined.

Alvin S. Berg, Auditor
By Dr. Kelly, Deputy

(Title)

REGISTERED	K
INDEXED	K
INDIRECT	K
RECORDED	
COMPARED	
MAILED	

RETURN TO

FISH NORTHWEST CONSTRUCTION CO.

P. O. BOX 1002

SALT LAKE CITY, UTAH

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of _____

SS.

On this 10th 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 _____

