

1063

NO. 1730-133
 COUNTY
 TRANSFER ON EXCISE TAX

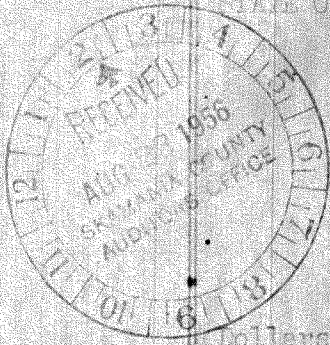
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PAID AUG 23 1956

AT UNT See affidavit #1730
 COLLECTOR EASURER

BY M. J. J. J.
 RIGHT OF WAY CONTRACT

Line No. 101-15
 R/W No. 8-30-089
 State Washington
 County Skamania
 Rods
 W.O. No.



STATE OF WASHINGTON

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, Successors in interest to Oliver Wright Harris, deceased, whose address is c/o Robert W. Garver, Attorney at Law, Camas, 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:

Government Lot 1 of Section 31, Township 3 North, Range 8 East, W.M.; and that part of Government Lots 2, 3 and 4 of the said Section 31 lying northerly of Primary State Highway No. 8; EXCEPT that portion thereof described as follows: Beginning at a point where the west line of Government Lot 4 of said Section 31 intersects with the northerly right of way line of State Highway No. 8; thence South 60 deg. 44 min. west 86.3 feet along the said right of way line to the initial point of the tract hereby described; thence North 12 deg. 30 min. east a distance of 230.6 feet; thence North 65 deg. east a distance of 210.8 feet; thence South 86 deg. 10 min. east a distance of 252.3 feet to the intersection with the northerly right of way line of the said State Highway No. 8; thence South 60 deg. 44 min. west along the said right of way line a distance of 587.6 feet to the initial point; said tract containing 1.62 acres more or less.

Section 31, Township 3N, Range 8E, 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. That the right of way

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to be taken under this easement shall be fifty (50) feet in width, but that during the period of construction the Grantee shall have the right to use an additional twenty-five (25) feet and that any damage to the entire width used by them of seventy-five (75) feet shall be compensated for as herein provided.

Grantors shall have the right to use and enjoy the above described premises, except as to the right 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 right 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. Grantors shall retain the title to any logs cut from the right of way.

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. That said pipeline shall be buried not less than thirty (30) inches below the surface of the ground, that is to say thirty (30) inches from the top of the pipe to the ground surface.

The Grantee shall have the right to assign this grant in whole or in part.

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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 December, 1955.

WITNESSES:

Herbert Crabbe

Mary Nelson Heil (SEAL)
Administratrix of the Estate of Oliver
Wright Harris, Deceased.

(SEAL)

(SEAL)

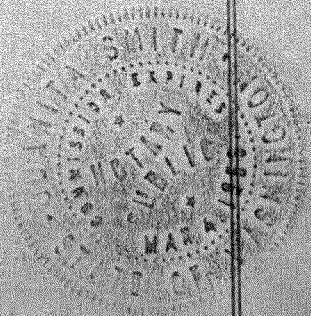
(SEAL)

STATE OF WASHINGTON)
COUNTY OF CLARK) SS

On this 28th 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 Mary Nelson Heil

Administratrix of the Estate of Oliver Wright Harris, Deceased, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my and official seal hereto affixed the day and year in this certificate above written.



J. Smith
Notary Public for State of Washington
residing at Camas, Washington

Unofficial Copy