

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

Line No. 101-15  
 R/W No. 8-30-147  
 State Washington  
 County Skamania  
 Rods 40  
 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, \_\_\_\_\_

Esson H. Smith and Hazel Virginia Smith, his wife

Hazel Virginia Smith as trustee of the Terry Esson Smith trust

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 the West Half of the East Half of the Southeast Quarter ( $W\frac{1}{2}$  of  $E\frac{1}{2}$  of  $SE\frac{1}{4}$ ) of Section 35, Township 3 North, Range 7 E.W.M., lying southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines and lying northerly and easterly of the center of Rock Creek; EXCEPT right of way for county road known as Rock Creek Road; and EXCEPT easement for water pipeline of the Town of Stevenson.

*It is further agreed and understood that:*

1. *The width of the Right of Way herein granted shall be 75 ft for construction and right to 50 ft width for operations and maintenance*
2. *The route of the pipeline shall be as presently surveyed and staked.*

Section 35, 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 16 day of December, 1955.

WITNESSES:

*[Signature]*

*Esson H. Smith*

(Seal)

*Hazel Virginia Smith*

(Seal)

*Hazel Virginia Smith*

(Seal)

*(Terry Smith Trust)*

(Seal)

SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON  
County of Skamania ss.

On this 16th 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 Hazel Virginia Smith, trustee of the Terry Esson Smith Trust, 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 hand and official seal hereto affixed the day and year in this certificate above written.  
Robert J. Salvesen  
Notary Public in and for the State of Washington  
residing at Stevenson, Washington

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON  
County of Skamania ss.

On this 16th 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 Esson H. Smith and Hazel Virginia Smith his wife, to me known to be the individual s 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.  
Robert J. Salvesen  
Notary Public in and for the State of Washington  
residing at Stevenson, Washington

RIGHT OF WAY CONTRACT

FROM Esson H. 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 23 day of August 1955 at 2:15 o'clock P. M., and was duly recorded in Volume 42 of Deed at Page 169 and examined.

Alice H. Berg, Auditor  
By M. Kelly, Deputy

REGISTERED	INDEXED: DIR.
RECORDED	INDEXED: INC.
COMPARED	MAILED

RETURN TO  
FISH NORTHWEST CONSTRUCTORS, INC.  
P. O. BOX 1002  
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 \_\_\_\_\_

