

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

Line No. 101-15 & 16  
 R/W No. 8-30-210  
 State Washington  
 County Skamania  
 Rods 109  
 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, \_\_\_\_\_

~~Henry Sessine and Blanche E. Sessine, his wife~~ Melba E. McCafferty Spring and  
 Melba E. McCafferty, Contract Purchaser Jack Spring, her husband  
 Kenneth E. McCafferty and Rodney Ray McCafferty (Minors) By Melba E. McCafferty  
 whose address is Skamania, Washington (McCafferty) Executrix Spring

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:

The Northeast Quarter of the Northeast Quarter of Section 33, Township 2 North, Range 6 East, EXCEPT the following described tract: Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the said Section 33; thence South 00°20' East along the West line of the Northeast Quarter of the Northeast Quarter of the said Section 33, 660 feet; thence East 330 feet; thence North 00°20' West 660 feet to section line; thence West 330 feet to the point of beginning; ALSO: The Southeast Quarter of the Northwest Quarter of Section 33, Township 2 North, Range 6 East; EXCEPT THE FOLLOWING described tract: Beginning at the center of the said Section 33; thence North 440 feet thence West 1320 feet to the West line of the Southeast Quarter of the Northwest Quarter of the said Section 33; thence South 550 feet to center line of said Section 33 running East and West; thence East 1320 feet to the point of beginning; ALSO: The South Half of the Northeast Quarter of Section 33, Township 2 North, Range 6 East; EXCEPT the following described tracts: (1) Beginning at the Quarter Corner on the East line of the said Section 33; thence West 880 feet; thence North 19°47' East 595 feet; thence East 678 feet to section line; thence South on Section line to point of beginning; (2) Beginning at the Quarter Corner on the East line of the said Section 33, and thence West 880 feet to the initial point; thence West 440 feet; thence North 575.8 feet; thence East 685 feet; thence South 76.8 feet; thence South 19°47' West 723.7 feet to the initial point; (3) Beginning at the center of said Section 33; thence North 440 feet; thence East to Maple Flat County Road; thence Southeasterly along said road to center line of said Section 33 running east and west; thence West to the point of beginning. EXCEPT easements granted to the United States of America for the Bonneville Power Administration's electric power transmission lines and access road thereto; and EXCEPT right of way for county road.

The right Of Way herein granted shall be 75' in width for construction purposes and shall revert to 50' in width after construction.

Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, 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 26 day of December, 1955.

WITNESSES

M. E. Springfield (Seal)  
K. E. McCafferty  
Witness

Melba E. McCafferty Springfield (Seal)

Kenneth E. McCafferty and (Seal)

Rodney Ray McCafferty (Both Minors) (Seal)

Melba E. McCafferty Springfield (Seal)  
Executrix for Minors

SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Skamania

ss.

NO. 42 185 COUNTY ON EXCISE TAX  
AID DEC 3 1955  
A. UNT. CASURER  
COL BY

On this 26th 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 Melba E. McCafferty Spring, Executrix for Kenneth E. McCafferty and Rodney Lay McCafferty, 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.

[Signature]  
Notary Public in and for the State of Washington  
residing at Stevenson

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Skamania

ss.

On this 26th 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 Melba E. McCafferty Spring and Jack Spring, her husband, 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.

[Signature]  
Notary Public in and for the State of Washington  
residing at Stevenson

51071

RIGHT OF WAY CONTRACT

FROM

Melba E. McCafferty Spring  
et ux, 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 1956

at 2:15 o'clock P. M., and was duly recorded in

Volume 42 of Deed

at Page 183 and examined.

Alice S. Berg, Auditor

By M. Kelly, Deputy  
(Title)

REGISTERED	INDEXED	DIR.	RECORD	COUNTY	MAINT.
<u>K</u>	<u>K</u>	<u>K</u>	<u>K</u>	<u>K</u>	<u>K</u>

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 \_\_\_\_\_