

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

42 703  
Line No. 121-3  
R/W No. 8-3-3  
State 12 12 12  
County 12 12 12  
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, \_\_\_\_\_  
Irene Hoffman and Otto Hoffman, her husband \_\_\_\_\_

whose address is Rt. 2, Washougal, 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:

The North Half of the North Half ( $N\frac{1}{2}$  of  $N\frac{1}{2}$ ) of Section 5, Township 1 North, Range 5 E.W.M.; EXCEPT that portion of the Northwest Quarter of the Northwest Quarter of said Section 5 described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 5; thence South to the Northerly right of way line of the County road known as the Frank Uran Road; thence in a southwesterly direction following the northwesterly line of the said Frank Uran Road to intersection with the Northerly right of way line of State Secondary Highway No. 8-B; thence following the Northerly right of way line of said highway in a northwesterly direction to intersection with the West line of the said Section 5; thence North to the Northwest corner of the said Section 5; thence East to the point of beginning; and EXCEPT that portion of the Northwest Quarter of the Northwest Quarter of the said Section 5 described as follows: Beginning at the southwest corner of the Northwest Quarter of the Northwest Quarter of the said Section 5; thence East 573.78 feet to center of State Secondary Highway No. 8-B; thence following the center of said highway North  $61^{\circ}11'$  West 393.25 feet; thence following the center of said highway North  $43^{\circ}51'$  West 330.74 feet to the West line of the said Section 5; thence South 427.21 feet to the point of beginning; and EXCEPT easement granted to Northwestern Electric Company, a corporation, for electric power transmission line; and EXCEPT rights of way for State Secondary Highway No. 8-B and the Frank Uran Road.

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 28 day of November 1955.

WITNESSES:

Wm. G. Peterson

Irene Hoffman (Seal)  
Bliss Hoffman (Seal)

(Seal)

(Seal)

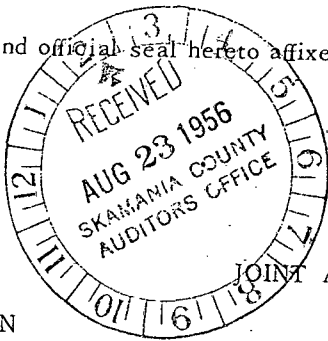
7015-1  
42-207

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. 1730-147  
residing at \_\_\_\_\_ COUNTY

JOINT ACKNOWLEDGMENT

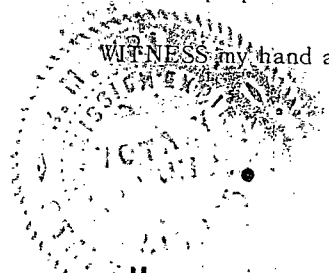
STATE OF WASHINGTON

County of Skamania ss.

PAID ON EXCISE TAX  
JUL 23 1956  
ALBION  
COLLECTOR  
BY \_\_\_\_\_

On this 28th day of November, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Washington; duly commissioned and sworn personally appeared Irene Hoffman and Otto Hoffman, her husband, 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.



Notary Public in and for the State of Washington  
residing at Skamania

51077

RIGHT OF WAY CONTRACT

FROM

Irene Hoffman 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 203 and examined.

Alice S. Berg, Auditor

By M. Kelly, Deputy  
(Title)

REGISTERED	INDEXED	INDIRECT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
RETURN TO		
PACIFIC NORTHWEST PIPELINE CORP.		
P.O. BOX 1601		
SAIT 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 \_\_\_\_\_  
residing at \_\_\_\_\_