STATE OF WASHINGTON

Line No. 101-15
R/W No. 8-30-207
State Washington
County Skamania
Rods
W.O. No.

RIGHT OF WAY CONTRACT

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, Raymond J. McCarthy and Lydia A. McCarthy, his wife, - - - C.P.

whose address is Box 683, Newport, 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:

Proposed route of the Pacific Northwest Pipeline across a portion of the W½ of the SE¼ in Section 19, T-2-N, R-7-E, Willamette Meridian, Skamania County, Washington, said route being a staked line as actually surveyed and as hereinafter described: BEG at a point in the east boundary line of subject property from which the SW corner of said W½ of the SE¼ bears N 12° 15' W, 235 feet, more or less; thence, S 59° 46' W, 137.4 feet; thence, in a northerly direction 240 feet, more or less; thence, S 65° 30' W, 145 feet, more or less, to a point; thence, S 60° 30' W, 35 feet, more or less, to the point of exit from subject property in the west boundary line thereof, from which the SW corner of said W½ of the SE¼ bears S 60° 30' W feet, more or less; thence, in a southerly direction 905 feet, more or less.

Section 19, Township 2N, 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 April, 1956.

WITNESSES:

Raymond J. McCarthy (Seal)

Lydia A. McCarthy (Seal)

(Seal)

(Seal)

SINGLE ACKNOWLEDGMENT

42 209

STATE OF WASHINGTON

ss.

County of _____

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 _____

residing at _____

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

ss.

County of Pend Oreille

On this 16 day of April, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Raymond P. McCarthy and Lydia A. McCarthy, his wife, to me known to be the individuals 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.

Edmund Brigham

Notary Public in and for the State of Washington

residing at Newport, Wn.

Commission expires 30 Nov 57.

RIGHT OF WAY CONTRACT

FROM Raymond P. McCarthy et ux

TO PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON
COUNTY OF Pend Oreille

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 Records at Page 209 and examined.

Edmund G. Carlson
By _____ Deputy
(Title)

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

ss.

County of _____

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 _____

Unofficial Copy