

1997

EASEMENT AGREEMENTLine No. 101-15  
R/n No. 8-50-044

THIS AGREEMENT, Made and entered into as of the 10<sup>TH</sup> day of March, 1956, by and between CROWN ZELLERLACH CORPORATION, a Nevada corporation, of 1400 Public Service Building, Portland 4, Oregon, hereinafter called "Grantor", and PACIFIC NORTHWEST FLEET LINE CORPORATION, a Delaware corporation, with its principal office being at the M & M Building, Houston, Texas, hereinafter called the "Grantee",

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Five Hundred and 00/100 (\$500.00) Dollars in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the Grantee a permanent easement and right of way for the purposes hereinafter set forth, upon, over, through and across the following described real property situated in the County of Skamania, State of Washington, which right of way is more particularly described as follows:

Parcel No. 1:

A strip of land in the North Half of Section 22, Township 3 North, Range 8 East of the W.M., Skamania County, Washington, the center line of which has been surveyed and staked out on the ground and is more particularly described as follows:

Beginning at a point in the East boundary line of the North half of Section 22, Township 3 North, Range 8 East of the W.M. from which the southeast corner thereof bears in a southerly direction 843 feet; thence South 52°09' West a distance of 1,501 feet, more or less, to the point of exit in the south boundary line of the North Half of said Section 22 from which the southeast corner of the North Half of said Section 22 bears in an easterly direction 1,242 feet, more or less.

Parcel No. 2:

A strip of land in the West 40 feet of the Southeast

Quarter of the Southwest Quarter of Section 22, Township 3 North, Range 8 East of the W.M., Skamania County, Washington, the center line of which has been surveyed and staked out on the ground and is more particularly described as follows:

Beginning at a point in the East boundary line of the West 40 feet of the SE 1/4 of the SW 1/4 of Section 22, Township 3 North, Range 8 East of the W.M. from which the North boundary of the said SE 1/4 of the SW 1/4 of said Section 22 bears in a northerly direction 130 feet, more or less; thence 69° 02' West a distance of 42 feet, more or less, to the point of exit from the West 40 feet of the Southeast Quarter of the Southwest Quarter of said Section 22, from which the northwest corner of the said Southeast Quarter of the Southwest Quarter of said Section 22 bears in a northerly direction 150 feet, more or less.

Reserving, however, to the Grantor all oil, gas and mineral rights in and/or on said property. Also, reserving to the Grantor the right to the primary use of the land and the Grantor also reserves the right to assign the use of the land to others provided such use does not interfere with the uses granted herein to the Grantee. The Grantor further reserves the right to use said property for all purposes not inconsistent with the Grantee's use of same including the right to grow and harvest forest crops on said property and the right to cross and recross the right of way with truck roads and all other ways and means customary in the normal course of growing timber and the logging of such timber with tractors and other logging and log hauling and construction equipment. The Grantor also reserves the right to fell timber which may be growing upon said right of way or which may fall upon said right of way from the Grantor's adjacent land in the normal course of logging its timber crops from time to time.

1. PURPOSE: The Easement and right of way herein conveyed may be used only by the Grantee for the purpose of locating, constructing, reconstructing, operating, maintaining, repairing, altering, replacing and removing a pipe line for the transportation of oil, gas and the products thereof, on, over and through the here-

inabove described lands together with the right of ingress and egress at convenient points for such purposes and all other rights necessary or convenient for the enjoyment of the privileges herein granted. If ingress and egress is made over the Grantor's lands by means other than over the rights of way hereinabove described or over existing roads, the Grantee hereby agrees to pay the Grantor for any damages which may arise from the exercise of the rights of ingress and egress 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 Grantor, its successors or assigns, one to be appointed by the Grantee, its successors and assigns, and the third by the two so appointed and the written award of such three persons shall be final and binding upon both parties hereto.

2. WAIVER OF HOMESTEAD EXEMPTION: Grantor hereby releases and waives as to Grantee all rights under and by virtue of the Homestead Exemption Laws of said State.

3. RIGHT OF WAY AND PIPE LINE CONSTRUCTION: The Easement hereby granted shall be 75 feet in width during the period of construction of said pipe line, reverting to 50 feet in width for maintenance and operating purposes, being 25 feet in width on each side of the center line of said pipe line. The pipe line is to be 26" in diameter and shall be buried by the Grantee to a covered depth of not less than 42 inches. Provided that at the risk of damage from logging operations of the Grantor conducted upon said right of way and its adjacent land, the pipe line may be exposed where it crosses over deep drainage creeks, to the extent necessary, and the Grantee is hereby permitted to support said pipe line over such creeks with such bridges and/or supports as may be necessary.

In constructing the three crossings of said pipe line over the existing logging road of the Grantor, the Grantee at its cost and expense shall lay 16 inch diameter concrete or galvanized culverts across and under the road grade at each such crossing a sufficient depth to carry the drainage water from one drainage ditch along the road to the other. Such culverts shall be placed parallel to the Grantee's pipe line and on the side of the pipe line that has the higher elevation, but not in the pipe line trench. Back-fill over the culverts and also over the Grantee's pipe line shall be well tamped and the surface of the road shall be left in such condition that travel over the road will not be impaired. The purpose of installing the culverts is to prohibit water from seeping across the road through the back-filled pipe line trench.

4. TIME THE ESSENCE: If the pipe line proposed to be constructed hereunder is not constructed within a period of five years from the date of this Easement, then and in that event all rights shall be null and void and this Easement shall forthwith terminate.

5. RETENTION OF TIMBER: The Grantor retains the title to all merchantable timber on said right of way, which timber may be cut and logged by and at the risk of the Grantee in clearing said right of way. All merchantable timber felled shall be cut into logs of marketable length and shall be delivered at the sole cost of the Grantee, to a point designated by Grantor, where such logs can be conveniently loaded by the Grantor to its log trucks. The Grantee agrees to dispose of, to Grantor's satisfaction, all slash, rubbish and debris resulting from such logging operations, clearing operations and the construction and laying of the said pipe line and to exercise the rights granted herein with the least



possible damage to or interference with the land of the Grantor and the Grantor's use and enjoyment thereof.

6. CONTROL OF FIRES: The Grantee acknowledges that its operations in clearing the land and the construction, maintenance and use of the pipe line and the incidents thereof, will constitute a fire hazard and therefore Grantee agrees to use every effort to prevent a fire from arising on said lands in its land clearing, construction, maintenance and operations hereunder and will immediately, upon outbreak of any fire, do all things possible to control and suppress said fire or fires. The Grantee further agrees to control and extinguish at its sole cost and expense, any fires which may start on the property of the Grantor from the facilities of the Grantee or in connection with the operation of such facilities.

7. WEED CONTROL: The Grantee agrees at its sole cost and expense, to keep the right of way granted by this Easement free of all noxious weeds as may be required by any municipal, county, state or federal laws or regulations.

8. RESTRICTED USE OF LAND: The Grantee agrees that it will not construct any buildings upon the right of way and will not house any persons on the property temporarily or otherwise. The Grantor agrees not to build, create or construct or to permit to be built, created or constructed, any obstruction, building or other structures on said right of way that would interfere with said pipe line or Grantee's rights hereunder.

9. SETTLEMENT OF DAMAGES: The Grantee shall be liable to the Grantor and hereby covenants to pay Grantor for all loss or damage to or destruction of property of the Grantor which may be approximately caused by any acts of the Grantee or omission by the Grantee to act in the exercise of any right or rights granted hereunder. The Grantee hereby further agrees to pay any damages which

may arise to growing crops, pasturage, timber, fences or buildings of said Grantor 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 of such persons to be appointed by the undersigned Grantor, its successors or assigns, one of such persons to be appointed by the Grantee, its successors and assigns, and the third by the two so appointed and the written award of such three persons shall be final and binding upon the parties hereto.

10. TAXES: The Grantee hereby agrees to pay any increase in property taxes and assessments of every kind which may hereafter be levied or become a lien against the lands on which the right of way is granted, which increase is levied or assessed by reason of the construction, operation and maintenance of the pipe line thereon.

11. INDEMNITY: The Grantee by execution of this Easement covenants and agrees to indemnify, save and hold harmless the Grantor, its officers, agents and employees from and against any and all claims, actions or suits and from any and all liens, costs or expenses arising or growing out of the Grantee's use of the lands on which the Easement rights are granted, including costs or damages arising from the bursting of said pipe line and any and all damages caused thereby including fires which may start or spread as a result thereof and/or the servicing of said pipe line. Also, the Grantee covenants and agrees to indemnify, save and hold harmless the Corporation, its officers, agents and employees from and against any and all claims, actions or suits and from any and all liens, costs or expense arising or growing out of the Grantee's use of any roads or lands of the Corporation for ingress or egress to said right of way during the surveying, clearing, logging and delivery of logs to the point

where they may be loaded to the Grantor's trucks and the construction and operation of its pipe line, including subsequent use of the Grantor's roads or lands for maintenance or other purposes; the Grantor to be fully compensated for any such costs or damage by the Grantee.

12. ASSIGNMENT: The Grantee shall have the right to assign this Easement in whole or in part to a successor who will operate said pipe line for the purposes for which this Easement is granted, provided that such Assignee accepts the obligations of the Grantee in writing. It being understood and agreed between the parties that this Easement covers all of the agreements between said parties and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

13. GRANTEE TO HOLD SUBJECT TO MORTGAGE: The interest of the Grantee in this Easement and the right of way herein described 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 Pipe Line Corporation to J. P. Morgan & Co., Inc. and Robert P. Howe, as Trustees.

14. BINDING PROVISIONS: The terms, conditions and provisions of this Easement Agreement 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 pipe line is constructed and so long thereafter as a pipe line is maintained upon said right of way.

IN WITNESS WHEREOF, the Grantor and the Grantee have

caused this Easement Agreement to be executed by its duly authorized officers this 10<sup>th</sup> day of March, 1956, as below subscribed.

CROWN ZELLERBACH CORPORATION

By [Signature]  
Vice-President

Attest: [Signature]  
Secretary

PACIFIC NORTHWEST PIPELINE CORPORATION

By [Signature]  
Vice President

Attest: [Signature]  
Asst. Secretary

STATE OF CALIFORNIA

City and County of San Francisco

ss.

On this 10<sup>th</sup> day of March, 1956, before me  
appeared D. S. DENMAN and J. E. MURRAY

both to me personally known, who being duly sworn did say that

he, the said D. S. DENMAN is the Vice President

and he, the said J. E. MURRAY is the Assistant Secretary

                     of CROWN ZELLERBACH CORPORATION, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. S. DENMAN

and [Signature] acknowledged said instrument

to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and



affixed my official seal, this the day and year in this, my certificate, first written.

Geraldine L. Cohen  
Notary Public in and for the  
City and County of San Francisco,  
State of California.

STATE OF WASHINGTON

My Commission Expires January 11, 1957

County of Clark

ss.

On this 10th day of March, 1956, before me appeared

A. B. Allyne

and

C. F. Morse

both to me personally know, who being duly sworn did say that he,

the said A. B. Allyne is the Vice-President

and he, the said C. F. Morse is the Assistant

Secretary of PACIFIC NORTHWEST PIPE LINE CORPORATION, a Delaware

corporation, and that the seal affixed to said instrument is the

corporate seal of said corporation and that the said instrument

was signed and sealed in behalf of said corporation by authority

of its Board of Directors, and said A. B. Allyne

and C. F. Morse acknowledged said instrument to

be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year in this, my certificate, first written.

David Talbot  
Notary Public for Washington  
My commission expires:

Approved as to form:  
PHILLIPS, COUGHLIN, BUELL & PHILLIPS

By

John J. Coughlin

APPROVED  
[Signature]

No. 1730-153

TRANSACTION EXCISE TAX

NOV - 9 1956

Amount Paid See affidavit

Maeda J. Jeter

Shamane County Treasurer

By .....