

EASTERN OIL AND CASHEW

CITY OF WASHINGTON

CITY OF SEATTLE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATION, to the Grantor in hand paid by AMERICAN PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, establish, maintain and operate a pipeline with necessary valves, cathodic equipment and appurtenances thereto, and in connection therewith, telephone lines, power transmission lines and roads (said pipeline, valves, cathodic equipment, appurtenances, telephone and transmission lines and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey hereinafter made of hereafter to be made by Grantee, through and over the said land on a right of way 75 feet in width.

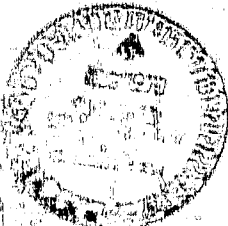
This right of way and easement shall carry with it the right of ingress and egress to and from, and across on and along said right of way, with the right to use existing roads, for the purposes of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO ENJOY the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereto, whereupon this right of way and easement and all rights and privileges herein unconditionally granted shall be fully controlled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along ~~within or across~~ said right of way without Grantee's prior written consent.

Grantee shall not, without Grantor's consent, construct a road over any land which is in cultivation, and when required for purposes of cultivation, Grantee, at Grantor's written request, will relocate any road constructed by it on another site supplied by Grantor. Grantee shall, during initial construction, bury the pipeline(s) not less than two and one-half feet below the then existing surface of the land, except when rock is encountered the pipeline(s) may be buried not less than one foot below the surface.



69195

TRANSACTION EXHIBIT 1A

AUG. 6 1979

Account No. 69195

By *[Signature]*By *[Signature]*

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to Grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said County, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN SKANAWIA COUNTY, STATE OF WASHINGTON

Subdivision	Section	Township	Range or Block	B. & M. or Abstract No.
SW1/4	20	2 N	7 E	

A strip of land 75 feet wide across a portion of Section 20, Township 2 North, Range 7 East, W.M., Skanawia County, Washington, measured 20 feet southeasterly and 55 feet northwesterly of the following described survey line:

Beginning at a point on the existing Ignacio to Sumas Line, located in the southwest quarter of the northwest quarter of Section 20, said point bears South $8^{\circ} 54'$ East, a distance of 2211.0 feet from the northeast corner of said Section 20.

Thence South $60^{\circ} 57'$ West, a distance of 61.0 feet;

Thence South $73^{\circ} 57'$ West, a distance of 40.0 feet;

Thence South $116^{\circ} 57'$ West, a distance of 178.7 feet;

Thence South $73^{\circ} 57'$ West, a distance of 40.0 feet;

Thence South $40^{\circ} 57'$ West, a distance of 47.2 feet to a point on the West boundary line of the southwest quarter of northwest quarter of Section 20, said point being 2267.4 feet southeasterly of the northeast corner of said Section 20.

The length of the above described survey line is 366.9 feet, or 22.236 rods, or 0.069 miles.

The above described tract of land contains 0.632 acres, more or less.

WITNESS THE EXECUTION HEREOF THE 13th day of July 1979. A.D.

By W.A. Thomasson
W.A. Thomasson
Attorney-in-Fact

Project Name: Pipeline Relocation
at Hamilton Creek

W/O Dwg. No. 1400.0-216B
1400.2-226

R/W 79349 Grant No. 2

Hamilton Creek
1400.0-216B AND 1400.2-226
IS LARSEN TR.

STATE OF WASHINGTON)
County of Klickitat)

This is to certify that on this day personally appeared before me John Tol, individually, and as the personal representative of the estate of Larasa Tol, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of July, 1979.

Michael J. Frost
NOTARY PUBLIC in and for
the State of Washington,
residing at Goldendale

ACKNOWLEDGEMENT FOR UTAH - ATTORNEY-IN-FACT

STATE OF UTAH
COUNTY OF SALT LAKE

On the 13th day of July, 1979, personally appeared before me J.A. Thomasson of Northwest Pipeline Corporation, and stated that the foregoing instrument was signed in behalf of said Corporation and acknowledged to me that he, as its authorized Attorney-in-Fact, executed the same.

My commission expires: 10-12-82

Shelly Fink
Notary Public in and for the State of Utah,
Residing at Salt Lake City

FORM NWP 1294-2 (9-78)

50025

INSTRUMENT OF WRITING FILED BY

W.A. Thomasson

1400.0-216B and 1400.2-226

1400.0-216B and 1400.2-226

1400.0-216B and 1400.2-226

1400.0-216B and 1400.2-226

1400.0-216B and 1400.2-226

1400.0-216B and 1400.2-226

1400.0-216B and 1400.2-226

REGISTERED	☒
INDEXED	☒
SERIALIZED	☒
FILED	☒
MAILED	☒

7/13/79