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NOTAR
GARY H. OLSON

JA
REAL ESTATE EXCISE TAX

Return Address:
Washington Water Power
Real Estate Department
P.O. Box 3727
Spokane, Washington 99220-3727
(Hinzman)

JAN 14 1999
PAID NA
JW
SKAMANIA COUNTY TREASURER

**NATURAL GAS PIPELINE
RIGHT OF WAY EASEMENT**

Impressed
Ordered, U.S.
Direct
Filmed
Indexed

For Mutual Benefits, the receipt of which is hereby acknowledged, BERNARD K. HINZMAN and DEBORAH ANN HINZMAN, husband and wife, "Grantor" hereby grants, conveys and warrants to THE WASHINGTON WATER POWER COMPANY, a Washington corporation, "Grantee" a perpetual easement on, over, under, along and across real property identified as Assessor Parcel # 03-07-36-3-4-3000-00, located in the Southeast Quarter of Section 36, Township 3 North, Range 7 East, W.M. in Skamania County, State of Washington, and being more particularly described as follows:

Lot 4, Block 1 of ROSELAWN ADDITION, being a portion of the Southeast Quarter of Section 36, Township 3 North, Range 7 East, W.M., in Skamania County, State of Washington.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate and replace an underground natural gas pipeline, "facilities", on, over, under, along and across the herein described property, together with all necessary facilities and appurtenances. Facilities shall be installed by Grantee as close as possible to the south line of said property. No building shall be placed within five feet (5') of the centerline of facilities.
2. **ACCESS AND DAMAGE.** Grantee shall have access over and across the above described property and the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damages or compensates the Grantor for any damage to said properties as a result of such access and repair and maintenance.
3. **RIGHT OF WAY CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any and all brush, branches and trees, including danger trees, on the above described or adjoining property of the Grantor, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's facilities as described herein, or that could interfere with the exercise of Grantee's rights as granted herein.

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4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any building within the herein described easement area, nor shall Grantor install any structures within said easement area that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

5. **INDEMNITY.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees

6. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

DATED this 14 day of Nov, 1998.

GRANTOR(S)

Bernard K Hinzman & Deborah A Hinzman

STATE OF WA)
COUNTY OF Skamania) ss.

On this day personally appeared before me Deborah A Hinzman &

Bernard K Hinzman & the individual(s) described in and who executed the within and forgoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of Nov, 1998.

MARY L. McDONNELL
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires June 1, 2000

Mary L McDonnell Signature
Mary L McDonnell Print Name

Notary Public for the State of WA
Residing at Stevenson
My Commission Expires 6/1/00

The Washington Water Power Company Document No. 47552

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