

199-181
114 - 0181

RIGHT OF WAY CONTRACT

89-33848

Line No. _____
 R/W No. _____
 State Oregon
 County Deschutes
 Road Bend
 W. O. No. 1020-090-17906

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, ~~and the sum of \$10.00 is deposited in escrow by the undersigned Grantors to be held in trust until the pipeline is constructed and no claim is made to be paid at the time and in the manner hereinafter set forth.~~
J. L. WARD CO., an Oregon corporation

whose address is _____

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto CASCADE NATURAL GAS 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 and remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, of which Grantors warrant that they are the owners in fee simple, situated in the County of _____

Deschutes : State of Oregon to wit:

EASEMENT LOCATION:

All of the private ways (roads) lying within the Official Plat of Willow Creek at Mountain High.

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.

It is understood that the easement contained herein is nonexclusive and may be situated with other utilities in a mutually shared location. It is also understood that further references to "obstruction, building, engineering works or other structures" would EXCLUDE the utility services within the mutually shared location.

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, pasture, 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 linear 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 including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bank note indebtedness of the Grantee.

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 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 14th day of Dec 19 89

J. L. WARD CO.

By: J. L. WARD
 J. L. WARD, President

199 - 0182

SINGLE ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF DESCHUTES

On this day personally appeared before me J. L. HARD, President of J.L. Ward Co.

known to me to be the person described in and who executed the within and foregoing instrument, and duly acknowledged to me that he executed and signed the same as his free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 14th day of 1989.*Ronald A. Reiley*

Notary Public in and for the State of

Oregon

at Bend

My Commission expires

3-31 1991

JOINT ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this day personally appeared before me

and his wife, known to me to be the persons described in and who executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this day of 19

Notary Public in and for the State of

My Commission expires

19

residing at

| | | | | |
|-----------------------|------|----|---|-----------|
| RIGHT OF WAY CONTRACT | FROM | TO | CASCADE NATURAL GAS CORPORATION | was filed |
| | | | STATE OF OREGON 1989 COUNTY OF DESCHUTES | 19 |
| | | | S1. ALARY SUE FERRELL, COUNTY CLERK AND RECEIVER OF CONTRACTANCE, IN AND FOR SAID COUNTY, OR, SOLELY CONTRACTANT THAT THE WITHIN INSTRUMENT WAS EXECUTED THIS DAY: | ended in |
| | | | O | |
| | | | 39 DEC 20 1989 1:27 | |
| | | | by MARY SUE FERRELL, CLERK COUNTY CLERK | |
| | | | Value _____ | |
| | | | etc. P. | |
| | | | BY R. A. REILEY NOTARY PUBLIC NO. 89-33845 RE 15 DESCHUTES COUNTY OFFICIAL REC'D | |
| | | | CASCADE NATURAL GAS CORP. P.O. Box 24464 Seattle, Washington SP12 | |

JOINT ACKNOWLEDGMENT

STATE OF

COUNTY OF

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and his wife, known to me to be the persons described in and who executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 14th day of 19

Notary Public in and for the State of

My Commission expires

19

residing at

