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RIGHT OF WAY CONTRACT

Line No. _____
 R/W No. _____
 State _____
 County _____
 Rods _____
 W. O. No. _____

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.

Jacob Finstad and Rose Finstad, husband and wife

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 _____

Klamath State of Oregon to-wit:

Permanent Right-of-way to be five (5) feet in width with the pipe located approximately in the center of said permanent Right-of-way; and located five feet from the Westerly line of the Dallas-California Highway. In addition, permission is granted to use more of the outside of the Right-of-way during construction, same not to exceed twenty-five (25) feet in width. Upon completion of the construction Right-of-way shall revert back to five (5) feet in width.

PARCEL 22: Running East from the N. W. Corner of Section 31, Township 24 South, Range 9 East of the Willamette Meridian 877.6 feet; thence running Southerly along the West line of Hiway 97, 725 feet to point of beginning; thence Westerly at right angles to said Hiway, 180 feet; thence Northerly, parallel to Hiway 97, 10 feet; thence Easterly, at right angles to said Hiway, 80 feet; thence Southerly, parallel to said Hiway, 10 feet to point of beginning.

Owner: Levi Simmons and Thelma Simmons, husband and wife.

PARCEL 23: Running East from the N. W. Corner of Section 31, Township 24 South, Range 9 East of the Willamette Meridian 877.6 feet; thence running Southerly, along the West line of Highway 97, 725 feet; to point of beginning; thence Westerly, at right angles to said highway, 100 feet; thence Southerly, parallel with said highway, 50 feet; thence Easterly at right angles to said highway, 100 feet; thence Northerly along the west line of said highway, 50 feet to point of beginning.

33 23 Owner: Levi Simmons and Thelma Simmons, husband and wife.

Section 31 Township 24 South Range 9 East 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 to be 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, 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 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 including without limitation the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bonds of 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 conveyance this 11 day of July, 1963.

WITNESSES:

Nick W. Hallam Jacob Finstad (Seal)
Rose Finstad (Seal)
Levi E. Simmons (Seal)
Thelma Simmons (Seal)

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