10-12-93A10:21 RCVD Vol.m93 Page26508

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AGREEMENT FOR EASEMENT

This Agreement, made this 7th day of September 1993, by and between Albertson Investments, Ltd. ("Grantee"), HC 60 Box 4700, Lakeview, OR 97630 and Northwest Pipeline Corporation ("Grantor"), 295 Chipeta Way, Salt Lake City, UT 84158.

Whereas, Grantor is the owner of a strip of land described in Volume 333, Page 145 of the Klamath County, Oregon public records.

Whereas, the Grantee requires an easement for a roadway and commonly associated utilities (the "Facilities") across Grantor's property at a location more specifically described herein below:

Now, therefore, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by the Grantee of the covenants, terms and conditions hereinafter set forth; Grantor hereby grants, conveys, and quit claims to the Grantee the following non-exclusive easement:

A parcel of land measuring 80.0 feet in width, lying in the Northeast quarter of Section 35 and the Southeast quarter of Section 26, Township 38 South, Range 9 East; Willamette Meridian, begining at the Southeast corner of Section 26, thence N. 88° 51' 21" W., 1243.95 feet along the Grantor's North property line to the intersection of the extension of the centerline of Homedale Road, a width of 40 feet each side of said centerline, thence S. 3° 17' 36" W. to the Grantor's South property line.

Said easement is for the purpose of installing, constructing, maintaining, removing, repairing, replacing, and using Grantee's facilities, as designated above, and as shown on Grantee's map of Land Partition 30-93, attached hereto as Exhibit "A" and incorporated herein.

This easement is granted subject to and conditioned upon the following terms, conditions, and covenants which the parties hereby promise to faithfully and fully observe and perform:

Return: Jan B. Camp
c/o Northwest Pipeline Corporation
8907 N.E. 219 Street
Battleground Washington 98604

1. **COST OF CONSTRUCTION AND MAINTENANCE.** The Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of the Facilities before installing said facilities, Grantor must approve, in writing, all engineering procedures and other uses within the easement area, with all costs associated with repair, alteration and/or replacement of Grantor's pipeline facilities being born at the sole cost of Grantee.

2. **USE OF PROPERTY BY GRANTOR.** The Grantor shall retain the right to use the easement so long as such usage does not unduly interfere with installation of the facilities. The Grantee shall not erect or construct any other installation(s) other than what is authorized in this agreement.

3. **THE GRANTEE'S USE AND ACTIVITIES.** The Grantee shall exercise its rights under this Agreement so as to minimize and avoid, insofar as possible, damage to any private improvements on the easement herein. If any such damage occurs, the Grantee shall, at its sole expense, repair and/or replace said improvements to the satisfaction of Grantor.

4. **RESTORATION.** This Grantee will restore Grantor's property to a condition as good as or better than the premises were prior to entry by the Grantee.

5. **REMOVAL.** Grantor may remove any portion of Grantee's installations if Grantor deems it necessary to do so in order to inspect, construct, alter, maintain, repair or replace Grantor's gas transmission facilities located within the easement or in order to construct or install new facilities. If it is necessary for Grantor to remove any such installation(s), Grantor shall not be liable to Grantee or others claiming under Grantee for any damage resulting by reason of such remove. Further, Grantor shall not be responsible for repair or replacement of said installations.

6. **NOTIFICATION.** Grantee shall comply with Oregon State Law for Notice of Excavation through the one-number location service. In addition to notifying the one-call system, Grantee agrees to contact Grantor's Eugene District Office at (503) 342-4434 forty-eight (48) hours prior to any excavation activities on Grantor's property. Grantor's representative must be present at the site of operations for the inspection and approval of all phases of construction activities on said Easement and Property.

7. **LIABILITY, INDEMNITY.** Grantee shall hold Grantor, its successor and assigns, harmless from any and all claims, demands, causes of action, judgements, liabilities, losses, costs, expenses (including attorney's fees), liens, charges and encumbrances of any kind whatsoever arising out of Grantee's use of Grantor's property.

8. **EASEMENT TO BIND SUCCESSORS.** This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs and assigns of both the parties hereto.

9. Grantee shall upon permanent abandonment of said easement and removal of all improvements constructed thereon, execute and record a reconveyance and release hereof, whereupon this easement and all rights and privileges herein mutully granted shall be fully cancelled and terminated.

10. Grantee understands that Grantor maintains a drug-free workspace as is required by law. Grantee agrees that any failure to comply with Grantor's standards is a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by Grantor.

11. No warranty of title is express implied by grant of this easement.

12. Grantee shall not act nor omit to take any action which could result in encumbrances or liens of any kind or nature whatsoever to be asserted against the described property. The assertion of any encumbrace or lien against the described property, superior to or outside the permanent easement granted herein, by reason of any act or omission of Grantee, shall require Grantee within forty-five (45) days after receipt of notice of the filling of recording of such encumbrance or lien, either to remove the encumbrance or lien or to provide a bond in the amount of suchemcumbrance or lien. After obtaining satisfactory surety as to such encumbrance or lien amount, Grantee may litigate and contest such lien fully.

13. The easement and rights conveyed to the Grantee herein are subordinate to the right of the Grantor to construct, operate, and maintain its gas pipeline(s) and other needed facilities on the described easement. Grantee agrees that its use and enjoyment of the easement granted herein will not interfere with Grantor's right to construct, operate, and maintain its gas pipelin(s) and other needed facilities on the described easement.

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IN WITNESS WHEREOF, this Agreement was excuted the day and year first written above.

GRANTOR:

NORTHWEST PIPELINE CORPORATION

BY: Jan B. Camp

Jan B. Camp, Attorney-in-fact

DATE: September 7, 1993

GRANTEE:

ALBERTSON INVESTMENTS, LTD.

BY: Pres.

Hank Albertson, President

DATE: 10/11/93

LN: 601172 G20A
DWG. 2441.0-6

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STATE OF OREGON)
COUNTY OF Klamath) ss.
)

On this 11th day of October, 1993, before me, personally appeared Hank Albertson and known to be the President of the Albertson Investments Ltd. that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

OFFICIAL SEAL
B. JEAN PHILLIPS
NOTARY PUBLIC - OREGON
COMMISSION NO. 012061
MY COMMISSION EXPIRES MAR. 02, 1996

B. Jean Phillips
Notary Public in and for the State of Oregon, residing at
Klamath County, Oregon

State of Washington)
County of Clark) ss.
)

I certify that I know or have satisfactory evidence that Jan B. Camp signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Attorney-in-fact of Northwest Pipeline Corporation, a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 7th day of September, 1993.

Valerie Barra
Notary Public in and for the State of Washington, residing at
Vancouver

My appointment expires: 04-01-97

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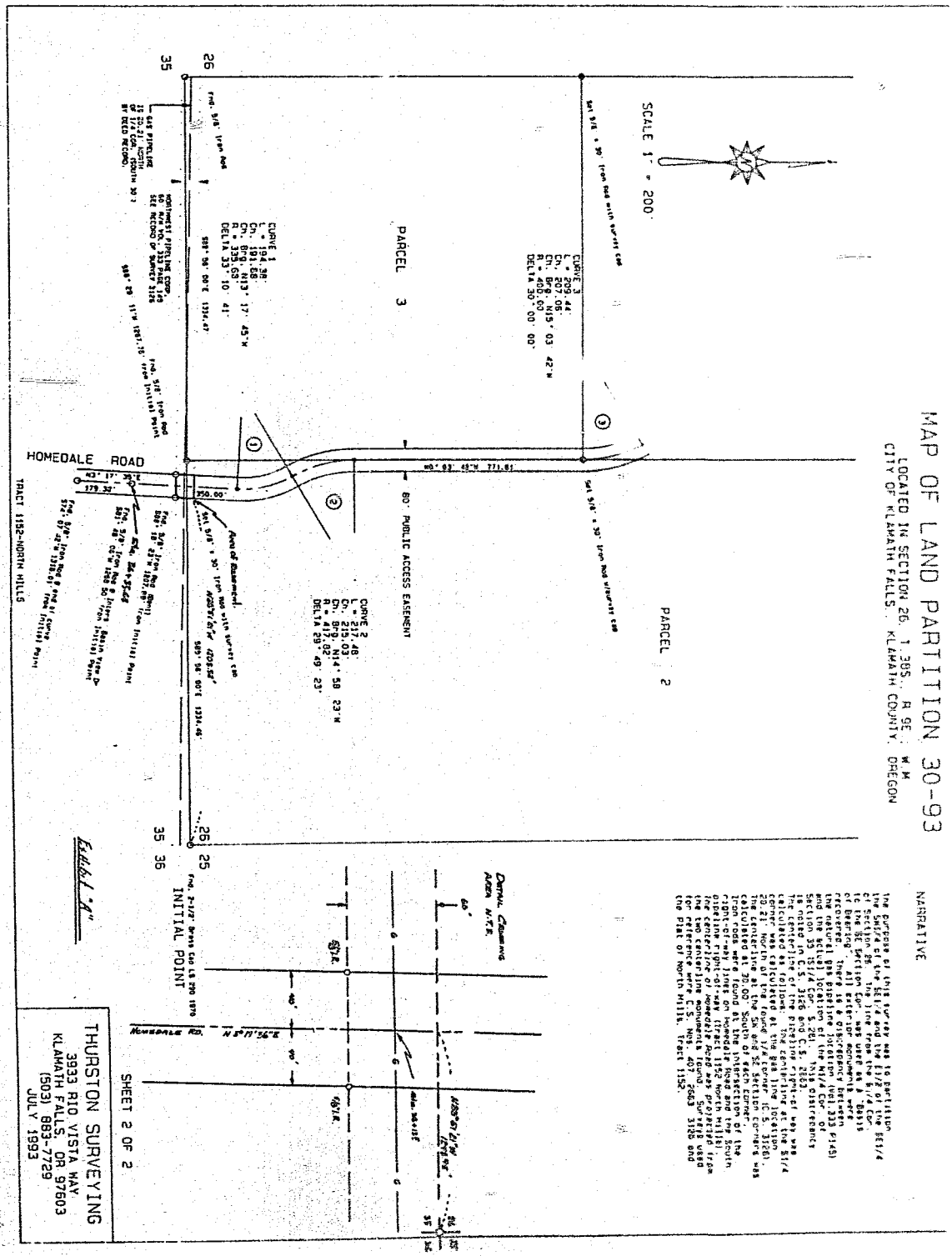

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 12th day of Oct. A.D., 19 93 at 10:21 o'clock A.M., and duly recorded in Vol. M93, of Deeds on Page 26509.

Evelyn Biehn County Clerk

By Pauline Muldoore

FEE $35.00