

EASEMENT FOR PIPELINE PURPOSES

For and in consideration of the sum of Twenty-Five Dollars (\$25.00), receipt of which is hereby acknowledged, MELVIN D. STONER, of Route 1, Box 302, Mount Vernon, Skagit County, Washington, hereinafter referred to as Grantor, does hereby grant and convey to OLYMPIC PIPELINE COMPANY, a Delaware corporation, with a permit to do business in the State of Washington, its successors and assigns, hereinafter referred to as Grantee, the rights-of-way easement and privileges to construct, maintain, operate, repair, replace, change the size of and remove in whole or in part a pipeline not to exceed 16 inches in diameter at a minimum depth of 30 inches, for the transportation of petroleum and petroleum products, other than natural gas, with necessary fittings, fixtures, valves, appurtenances and cathodic protection devices, all to be underground, and the right to maintain the right-of-way clear of trees, underbrush, buildings, and other obstructions, through and under the following described real estate situated in Skagit County, Washington, to-wit:

Parts of lots 1 and 2, Section 11, Township 34 North, Range 2 East, W.M., bounded as follows:

On the South by the North line of lot "J" as shown on the map filed in the Clerk's office for Skagit County, Washington, in the file "In the Matter of the Estate of Reinzi E. Whitney, deceased"; on the East by a small slough, sometimes designated as "Bridge Slough"; on the West by the Easterly meander line of "Swinomish Slough"; on the North by the South line of the right of way of the State highway; EXCEPTING the following described portion thereof: Commencing on the South line of the State Highway at a point 1 rod West of where the State Highway intersects a small slough, which is approximately 870 feet East of the East meander line of the Swinomish Slough; thence West along the South line of said State Highway 870 feet to the true point of beginning; thence East along the said South line of the State Highway 185 feet; thence South 150 feet; thence West to the East meander line of said Swinomish Slough; thence North along said meander line to point of beginning.



31247
 SKAGIT COUNTY, WASHINGTON
 Real Estate Excise Tax
 PAID

JUL 8 1964

Amount Paid \$ 7.50
 COUNTY CLERK

[Handwritten signature]

said line shall be constructed over and across said premises on the following described route:

Beginning at a point on the Westerly line of the above described property, said point of beginning being located 620 feet, more or less, South along said line from the Southerly right-of-way line of State Highway No. 1, thence South 87°33'02" East a distance of 103 feet to a point, thence South 79°37'02" East a distance of 304 feet to the easterly line of said property.

It is further understood and agreed that the right-of-way shall be 50 feet in width during the period of construction, which shall be reduced to a 30 foot width which shall be 15 feet to each side of the route on which the pipeline is layed.

Grantor shall have the right to use and enjoy fully the above described premises, except as to the rights herein granted.

This grant is made subject to the following terms and conditions:

1. Size of the pipeline may be changed to a size no greater than sixteen (16) inches.
2. In the event the pipeline installation interferes with drainage in ditches to be constructed in the future by the Grantor, under plans and supervision of properly qualified drainage experts the Grantee agrees to lower or otherwise adjust pipeline at the point or points where said pipeline may obstruct the natural flow of drainage water through the proposed drainage system.
3. The pipeline shall be constructed with a minimum of thirty (30) inches of cover and at no point shall Grantee permit the cover to be less during the life of pipeline easement, through fault of the Grantee.
4. The Grantee agrees to pay any damages which may arise to crops, timber or fences of Grantor resulting from the exercise of the rights herein granted.
5. In the event the amount of damages cannot be mutually agreed upon as herein provided, the Grantee agrees to pay a reasonable attorney's fee to Grantor if action be brought to enforce such claim for damage if the judgment is in excess of the Grantee's offer.
6. It is agreed that any payment due hereunder may be made direct to Grantors or any one of them.
7. The Grantee hereby agrees to hold the Grantor harmless for any personal injuries to Grantor or his agents and hold Grantor harmless from claims of

