



2001-3930518 1 of 2

WHEN RECORDED RETURN TO:

J.R. Simplot Company CORPORATION
Attn: Connie M. Hendricks
P.O. Box 27
Boise ID 87307

t of Way

RECEIVED

JUL 19 2001

UMATILLA COUNTY RECORDS

RIGHT OF WAY EASEMENT

CNG317

City: Hermiston
County: Umatilla

The undersigned **J.R. SIMPLOT COMPANY**, a Nevada corporation, (hereinafter referred to as the "Grantor"), for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, and warrant to **CASCADE NATURAL GAS CORPORATION**, a Washington corporation (hereinafter referred to as the "Grantee"), the following nonexclusive easement:

EASEMENT DESCRIPTION:

A 15 foot wide easement for a pipeline, as the same is now currently located, over, under and across the North 900 feet of that certain County Road No. 1324, also known as Simplot Road, which road is located in the Southwest quarter of Section 27 and the Southeast quarter of Section 28, Township 4 North, Range 28 East, W.M. and runs between the South line of the Union Pacific Railroad Company right of way and the South line of said Sections 27 and 28, and is centered on the section line between said Sections 27 and 28.

TAX PARCEL NUMBERS: 4500, 4600 and 4601, Assessor's Map No. 4N 28C

The Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas pipeline or pipelines under, over, through, and across the above-described property. The Grantee is further granted an easement for the nonexclusive right of access to and from said property for the purposes of utilizing the rights herein granted. The term "pipeline" includes gas lines; services, machinery, equipment, and facilities related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted. Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities which may impair or interfere with the rights herein granted. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement.

The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

