

**ORDINANCE NO. 37**  
**CITY OF LIBERTY LAKE**  
**SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, GRANTING  
THE RIGHT OF FRANCHISE TO PACIFIC GAS TRANSMISSION COMPANY FOR  
OPERATION OF A PUBLIC SERVICE BUSINESS IN THE CITY OF LIBERTY LAKE.**

WHEREAS, the City of Liberty Lake will incorporate on August 31, 2001;

WHEREAS, RCW 35.02.160 provides that any franchise or permit heretofore granted to any person, firm or corporation by the state or county, authorizing or otherwise permitting the operation of a public service business or facility is automatically cancelled upon incorporation, but that upon incorporation the City must grant such business a franchise or permit to continue such business within the City for a term of not less than the remaining term of the original franchise or permit, or seven years, whichever is the shorter;

WHEREAS, a franchise has been granted by Spokane County to Pacific Gas Transmission Company as set forth herein, and

WHEREAS, the City of Liberty Lake intends to allow Pacific Gas Transmission Company to continue operation under the same terms and conditions as the pre-existing franchise with Spokane County for the remaining term of the original franchise or seven years, whichever is the shorter period;

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1.** The City of Liberty Lake hereby grants unto Pacific Gas Transmission Company a Franchise under the same terms and conditions as set forth in Spokane County Franchise No. 60-404. This Franchise shall expire August 31, 2008. Unless the context requires otherwise, references to Spokane County shall be construed as references to the City of Liberty Lake and references to the Board of County Commissioners shall refer to the Liberty Lake City Council. Further, all work done in the public right of way shall be pursuant to Spokane County standards unless there is a superseding City of Liberty Lake standard.

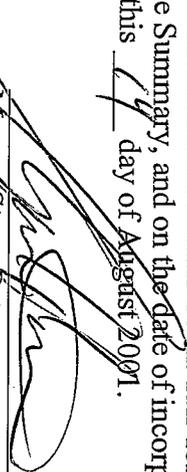
**Section 2.** A true and correct copy of this Franchise is attached hereto and identified as Exhibit "A".

**Section 3.** Official Bonds. The Franchisee shall take all necessary steps to transfer any bonds, certificates of insurance or other security currently held by Spokane County to the City of Liberty Lake with the franchise rights granted herein not effective until such transfers are made.

**Section 4.** Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 5.** Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of the Ordinance Summary, and on the date of incorporation. PASSED by the City Council this 14 day of August 2001.

  
\_\_\_\_\_  
Mayor, Steve Peterson  
ATTEST:

  
\_\_\_\_\_  
Interim City Clerk, Arlene Fisher

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Interim City Attorney, Stanley M. Schwartz  
Date of Publication: 8/23/01  
Effective Date: Date of Incorporation

COPY

FILE NO.

60-404

PG 3E JWA.

IN THE MATTER OF THE APPLICATION OF THE )  
PACIFIC GAS TRANSMISSION COMPANY, a )  
corporation, DOING BUSINESS IN THE )  
STATE OF WASHINGTON AT SPOKANE )  
FOR A FRANCHISE TO CONSTRUCT, OPERATE )  
AND MAINTAIN GAS TRANSMISSION PIPE )  
LINES IN, OVER, ALONG AND UNDER COUNTY )  
ROADS AND COUNTY RIGHTS OF WAY IN )  
SPOKANE COUNTY, WASHINGTON. )

F R A N C H I S E

Application of the Pacific Gas Transmission Company, a corporation doing business in Washington at SPOKANE, for a franchise to construct, operate and maintain gas transmission pipelines in, over, along and under County Roads and County Rights of Way in SPOKANE County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Commissioners of SPOKANE County, Washington, on the 8th day of July, 1960, at the hour of ten (10:00) o'clock A.M., under the provisions of Chapter 187, State Session Laws of 1937, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant the franchise herein granted;

NOW, THEREFORE,

IT IS ORDERED that a franchise be, and the same is hereby, given and granted to the PACIFIC GAS TRANSMISSION COMPANY, a corporation, doing business in the State of Washington at SPOKANE, its successors and assigns, hereinafter referred to as the Grantee, for a period of fifty (50) years from and after the date of the entry of this order, to construct, operate and maintain gas transmission pipelines in, under, along and over the public County Roads and County Rights of Way of the County of SPOKANE as described in Exhibit "A" attached hereto and by this reference made a part hereof, which designated crossings will be along the route of said pipeline as surveyed.

This Franchise is granted upon the following express terms and conditions, to-wit:

I.

The said PACIFIC GAS TRANSMISSION COMPANY, a corporation, its successors and assigns (hereinafter designated as the "Grantee") shall have the right and authority to enter upon the County Roads and Rights of Way as described in Exhibit "A" attached hereto, for the purpose of constructing its gas transmission pipelines and all necessary facilities connecting therewith, and for repairing all such lines and facilities, and for operating and maintaining said lines and facilities.

## II.

All construction and installation work where crossing county roads or rights of way outside of the corporate limits of any incorporated town shall be subject to the approval and pass the inspection of the County Road Engineer.

## III.

Prior to commencement of construction of said gas transmission pipelines or facilities, grantee shall first file with the County Road Engineer its application for permit to do such work together with plans and specifications in duplicate showing the position, depth and location of all such lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position in existing county roads or rights of way upon plans drawn to scale, hereinafter collectively referred to as the "map of definite location".

The pipelines and appurtenant facilities shall be laid in conformity with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Road Engineer pursuant to application by grantee. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, back fill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without the grantee first securing a written permit from the County Road Engineer, including approval endorsed on one set of plans and specifications returned to the grantee. All such work shall be subject to the approval of and shall pass the inspection of the County Road Engineer. The grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

## IV.

In any work which requires breaking of soil of the county roads or rights of way subject to this franchise for the purpose of laying, relaying, connecting, disconnecting and repairing the said transmission lines and facilities, and making connections to other facilities of the grantee now in existence or hereafter constructed, the grantee shall be governed by and conform to the general rules adopted by the officers charged with the supervision and care of such county roads or rights of way; and the grantee at its own expense and with all convenient speed shall complete the work for which the soil has been broken and forthwith replace the work and make good the county road or rights of way and leave the same in as good condition as before the work was commenced. Any work done within county roads or rights of way shall be done in accordance with the provisions of Spokane County Resolution No. 56-150, dated May 22, 1956. However, no breaking of soil on any county road or right of way shall be done prior to the obtaining of a permit issued by the County Road Engineer. Application for such a permit shall be accompanied by specifications for the restoration of the county road or right of way to the same condition as

It was prior to such breaking, and such specifications must be approved by the County Road Engineer before such breaking of the soil is commenced. The grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Commissioners may at any time do, order or have done any and all work that they consider necessary to restore to a safe condition any such county road or right of way left by the grantee or its agents in a condition dangerous to life or property, and the grantee upon demand shall pay to the county all costs of such work.

V.

All gas transmission lines and facilities constructed, operated and maintained across county roads or rights of way covered by this franchise shall be constructed, operated and maintained in compliance with the provisions of Section 8 of the "American Standard Code for Pressure Piping - Gas Transmission and Distribution Piping Systems" (A.S.A. B 31.8- 1958), insofar as the same refers to gas transmission lines, and in accordance with the further requirements of the additional rules prescribed in the order of the Washington Public Service Commission, Consolidated Cause Nos. U-8799 and U-8800, dated the 4th day of November, 1955, or as such order of the Washington Public Service Commission may hereafter be modified. The gas lines shall be laid as directed by the County Road Engineer at depths of not less than that specified in the Public Service Commission order above referred to. All construction or installation of such lines and facilities, service repair, or relocation of the same, performed along or under the county roads or rights of way subject to this franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvements of such county roads or rights of way. The owner of all utilities, public or private, installed in such county roads or rights of way prior in time to the lines and facilities of the grantee shall have preference as to the positioning and location of such utilities so installed with respect to the grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such county road or right of way, to the extent such work may require relocation of all such utilities. In the event relocation or changing grade of any county road or right of way requires relocation of the facilities located therein of some, but not all, of such utilities, then the foregoing preference shall continue for all relocated facilities, but such relocated facilities shall be so installed as to avoid conflict with those facilities which do not require relocation.

VI.

All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of gas transmission lines and the construction of other facilities and the opening of trenches, the tunneling, ~~other~~ ~~county~~ ~~roads~~ ~~or~~ ~~rights~~ ~~of~~ ~~way~~, the grantee shall leave such trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur

or arise by reason of such work; and where any of such trenches, ditches or tunnels are left open at night, the grantee shall place adequate warning lights and barricades at such a position as to give adequate warning of such work. The grantee shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by the grantee.

#### VII.

The County of SPOKANE in granting this Franchise does not waive any rights which it now has or may hereafter acquire with respect to county roads or rights of way and this franchise shall not be construed to deprive the county of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the county roads or rights of way covered by this franchise.

#### VIII.

If at any time the County of SPOKANE shall improve or change any county road or right of way subject to this franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, the grantee upon written notice from the County Engineer shall, at its sole expense, promptly change the location or readjust the elevation of its gas transmission lines and other facilities so that the same shall not interfere with such county work and so that such lines and facilities shall conform to such new grades or routes as may be established. The County of SPOKANE shall in no wise be held liable for any damage to said grantee that may occur by reason of any of the county's improvements, changes or works above enumerated.

All work to be performed by the grantee under this section of shall be under the direction, approval and shall pass the inspection of the County Road Engineer. The grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such work.

#### IX.

The laying, construction, operation and maintenance of the grantee's gas transmission lines and facilities authorized by this franchise shall not preclude Spokane County, its agents, or its contractors from blasting, grading, excavating, or doing other necessary roadwork contiguous to the said lines and facilities of the grantee, provided that the grantee shall be given not less than fifteen (15) days notice of said blasting or other work in order that the grantee may protect its lines and facilities and provided further, that, in the event of an emergency as determined by the County Road Engineer, the grantee shall be given forty-eight (48) hours notice.

X.

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Road Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Road Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by the grantee.

A complete set of reference notes for monument and other sites shall be filed with the SPOKANE County Road Engineer's Office.

XI.

The grantee does hereby agree to protect and save harmless the County of SPOKANE from all claims, actions or damages of every kind and description which may occur to or be suffered by any person or persons corporation or property by reason of the construction, operation and maintenance of the grantee's said gas transmission lines and facilities. In case that suit or action is brought against the County of SPOKANE for damages arising out of or by reason of the above mentioned causes, the grantee will upon notice to him of the commencement of said action defend the same at its sole cost and expense, and in case judgment shall be rendered against the County of SPOKANE in said suit or action, the grantee will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined, if determined adversely to SPOKANE County. Upon the grantee's failure to satisfy said judgment within the ninety (90) days, this franchise shall at once cease and terminate and the County of SPOKANE shall have a lien upon the transmission lines and all other facilities used in the construction, operation and maintenance of the grantee's gas transmission system which may be enforced against the property for the full amount of any such judgment so taken against SPOKANE County.

Acceptance by the county of any work performed by the grantee at the time of completion shall not be a grounds for avoidance of this covenant.

XII.

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County of SPOKANE from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the county roads or rights of way subject to this franchise and shall in no wise prevent or prohibit the County of SPOKANE from constructing, altering, maintaining or using any of said roads, rights of way, drainage structures or facilities, irrigation structures or facilities, or any other county

property or affect its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the county may deem fit.

XIII.

All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee, and all privileges, as well as all obligations and liabilities of the grantee, shall inure to its successors and assigns equally as if they were specifically mentioned wherever the grantee is mentioned.

XIV.

The grantee, its successors and assigns shall not sell, transfer or assign this franchise without first giving written notice of intention to do so sixty (60) days in advance of the date of any proposed transfer to the Board of County Commissioners of Spokane County.

XV.

It is understood that, in the event any of the county roads or rights of way, as designated in this franchise which, by reason of the subsequent incorporation of any city or town, or extension of the limits of any city or town, shall fall within such city or town limits, then the control of the county with respect to this franchise shall be at an end and shall terminate as to such roads and rights of way so included within such city or town limits.

XVI.

The grantee shall complete construction work under this franchise within sixty (60) months after the effective date hereof after first securing all necessary approvals and permits from the SPOKANE County Road Engineer.

XVII.

In preparing Plans and Specifications for the installation of gas transmission lines across county roads and rights of way where said lines have a diameter of four (4) inches or greater, the grantee shall use as a guide and reference the plans and specifications in the American Petroleum Institute Code No. 1102, Second Edition, November 1955 titled "Recommended Practice on Form of Agreement and Specifications for Pipe Line Crossings Under Railroad Tracks", and the "Standard Specifications for Road and Bridge Construction" established by the Washington State Highway Commission and amendments thereto.

Provided: that, where pipe is required by either of these standards to be encased, it shall be encased for the full width of the right of way to be crossed, and, provided further, that all pipe under hard surfaced roads shall be encased.

All plans and specifications for county road crossings shall be subject to approval of the County Road Engineer.

Notwithstanding the provisions of this section, the County Road Engineer may require or permit modifications of such specifications referred to in this section and approve such plans and specifications submitted by the grantee in applying for a permit for such work.

XVIII.

If the grantee shall wilfully violate, or fail to comply with any of the provisions of this franchise through wilful or unreasonable neglect or fail to heed or comply with any notice given the grantee under the provisions of this grant, then the said grantee shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Board of County Commissioners.

XIX.

All pipes and appurtenances which shall be laid and used under and pursuant to the provisions of this franchise, and in the exercise of said franchise shall be installed, constructed and maintained in a good and workmanlike manner, shall be maintained in compliance with all valid laws and ordinances from time to time in force. In the event the grantee should violate any such ordinances or statute, the county shall notify the grantee to cease such violation forthwith. In the event such violation continues, the county shall give the grantee reasonable notice to appear at a time certain to show cause why this franchise should not be terminated. If, at such hearing, the matter is not disposed of in a satisfactory manner, the aggrieved party shall have immediate recourse to proceed with appropriate judicial action for a determination of its rights. Any action to terminate the franchise shall be held in abeyance pending final determination of such judicial action.

XX.

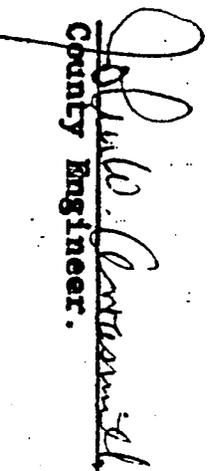
At the time of granting this franchise, the grantee shall furnish a certificate to the County Road Engineer showing that comprehensive liability insurance maintained by grantee covering all operating maintenance and installations under this franchise, with limits of not less than \$200,000.00 for personal injuries to more than one person and \$50,000.00 for damages to property is and shall be continued in full force and effect. The grantee shall thereafter (annually, semi-annually, quarterly) furnish a certificate showing that such insurance is being continued in full force and effect; additionally, at the time of granting this franchise, the grantee shall furnish, and shall thereafter during the life of this franchise keep in effect, a performance bond in favor of Spokane in an amount of not less than \$10,000.00, which bond shall be upon the condition that the grantee shall, at all times during the life of this franchise, and in all seasons and seasons performed hereunder, faithfully conform with the duties and requirements imposed upon the grantee by said franchise, including, without restriction, the duty to restore all county roads & rights of way, to the same

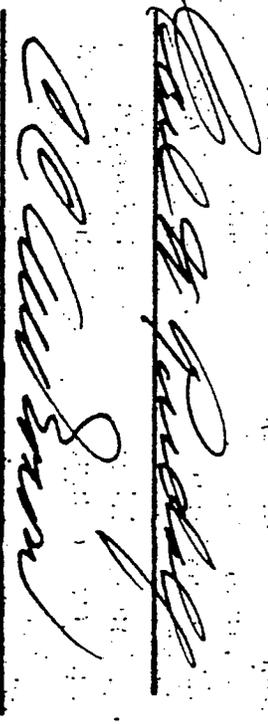
condition as prior to the breaking of any soil; provided further that, after the basic installation is completed by grantee under this franchise, the grantee may request, the County Commissioners, in their discretion, may grant, a reduction in the amount of the performance bond or a cancellation thereof.

XI.

The full acceptance of this franchise and all its terms and conditions within thirty (30) days from ~~July 29th~~ <sup>August 29th</sup>, 1960, by PACIFIC GAS TRANSMISSION COMPANY, State of Washington, in writing, is to be filed with the Clerk of the Board of County Commissioners of SPOKANE County and shall be a condition precedent to its taking effect, and unless the franchise is accepted within such time, this grant shall be null and void.

DATED at Spokane, Washington, this 29th <sup>August</sup> day of July, 1960.

  
County Engineer.



  
BOARD OF COUNTY COMMISSIONERS  
Spokane County, Washington

APPROVED:

  
Deputy Prosecuting Attorney.

APPROVED:

  
Attorney in Fact for the Pipeline Company

EXHIBIT "A"

SPOKANE COUNTY

DESCRIPTION OF COUNTY ROAD CROSSINGS

1. DAVID ROAD: (Gravel) Crossing is on the section line between Sections 25 and 30, T 26 N., R 45-45 EWM, approximately 225 feet south of the north section line of said section 25.
2. JESSIE ROAD: (Gravel only) Crossing is on the north section line of Section 36, T 26 N., R 45 EWM, approximately 1500 feet east of the northwest section corner of said section 36.
3. STAR ROAD: (Gravel) Crossing is on the section line between Sections 25 and 36, T 26 N., R 45 EWM, approximately 1875 feet south of the section corner of sections 25, 26, 35 and 36, T 26 N., R 45 EWM.
4. JOSEPH AVENUE: (Gravel) Crossing is at a point in Section 35, T 26 N., R 45 EWM, approximately 900 feet west of the east section line of said Section 35.
5. OSVIANA ROAD: (Gravel) Crossing is at a point in Section 35, T 26 N., R 45 EWM, approximately 1200 feet south of the intersection of Joseph Avenue and Oakleaf Road in said Section 35.
6. WALTER ROAD: (Gravel) Crossing is at a point in Section 35, T 26 N., R 45 EWM, approximately 475 feet north of the south section line of said Section 35.
7. RAILROAD AVENUE: (Gravel) Crossing is at a point in Section 2, T 25 N., R 45 EWM, approximately 1875 feet north along Railroad Avenue from the west section line of said Section 2.
8. STEVENSON ROAD: (Gravel) Crossing is at a point in Section 2, T 25 N., R 45 EWM, approximately 1350 feet south of the North section line of said Section 2.
9. GALLARD AVENUE: (Gravel) Crossing is at a point in Section 2, T 25 N., R 45 EWM, approximately 200 feet east of the west  $\frac{1}{4}$  corner of said Section 2.
10. MOLTER ROAD: (Gravel) Crossing is at a point on the west section line of Section 2, T 25 N., R 45 EWM, approximately 150 feet south of the west  $\frac{1}{4}$  corner of said Section 2.

10. GARRY ROAD: (Gravel) Crossing is at a point in Section 3, T 25 N, R 45 EWM., approximately 1150 feet north of the south section line of said Section 3.
11. EUCLID AVENUE: (Paved) Crossing is at a point on the south section line of Section 3, T 25 N, R 45 EWM., approximately 100 feet east of the south  $\frac{1}{4}$  corner of said Section 3.
12. HARVARD ROAD: (Paved) Crossing is at a point on the west section line of Section 10, T 25 N, R 45 EWM., approximately 225 feet south of the west  $\frac{1}{4}$  corner of said section 10.
13. MISSION ROAD: (Gravel) Crossing is at a point on the south section line of Section 9, T 25 N, R 45 EWM., approximately 350 feet east of the south  $\frac{1}{4}$  corner of said section 9.
14. HENRY ROAD: (Gravel) Crossing is at a point in Section 16, T 25 N, R 45 EWM., approximately 550 feet northeasterly of the SW section corner of said Section 16.
15. HENRY ROAD: (Gravel) Crossing is at a point on the east section line of Section 20, T 25 N, R 45 EWM., approximately 1150 feet south of the NW section corner of said Section 20.
16. BARKER ROAD: (Paved) Crossing is at a point on the west section line of Section 29, T 25 N, R 45 EWM., approximately 1050 feet north of the SW section corner of said Section 29.
17. 32ND AVENUE: (Paved) Crossing is at a point on the south section line of Section 30, T 25 N, R 45 EWM., approximately 1050 feet west of the SE section corner of said section 30.
18. LINKS ROAD: (Paved) Crossing is at a point in section 31, T 25 N, R 45 EWM., approximately 200 feet southerly from the intersection of Links Road and 32nd Avenue.
19. CHAPMAN ROAD: (Gravel) Crossing is at a point on the west section line of Section 6 T 24 N, R 45 EWM., approximately 4350 feet south of the north section line of said Section 6.
20. JACKSON ROAD: (Gravel) Crossing is at a point in Section 12, T 24 N, R 44 EWM approximately 2600 feet west of the east section line of said section 12 and being in the R  $\frac{1}{4}$  of said section 12.

EXHIBIT "A"

Page 2

21. JACKSON ROAD: (Gravel) Crossing is at a point on the west section line of Section 13, T 24 N, R 44 EWM., approximately 2050 feet north of the SW section corner of said section 13.
22. TAYLOR ROAD: (R/W only) Crossing is at a point on the north section line of Section 23, T 24 N, R 44 EWM., approximately 600 feet west of the NW section corner of said Section 23.
23. BELMONT ROAD: (Paved) Crossing is at a point in section 23, T 24 N, R 44 EWM., approximately 1825 feet southwesterly along Belmont Road from the east section line of said Section 23.
24. PAILOUSE HIGHWAY: (Paved) Crossing is at a point on the north section line of section 35, T 24 N, R 44 EWM., approximately 550 feet east of the NW corner of said Section 35.
25. DARKNEIL ROAD: (Gravel) Crossing is at a point on the east section line of Section 34, T 24 N, R 44 EWM., approximately 2150 feet south of the Northeast section corner of said Section 34.
27. STOUGHTON ROAD: (Gravel) Crossing is at a point on the township line between Section 34, T 24 N, R 44 EWM., and Section 3, T 23 N, R 44 EWM., approximately 2450 feet east of the NW section corner of said Section 3.
28. MADISON ROAD: (Gravel) Crossing is at a point on the west section line of Section 3, T 23 N, R 44 EWM., approximately 1750 feet north of the SW section corner of said Section 3.
29. ELDER ROAD: (Gravel) Crossing is at a point on the north section line of Section 9, T 23 N, R 44 EWM., approximately 2125 feet west of the NE section corner of said Section 9.
30. BAKER ROAD: (Gravel) Crossing is at a point on the north section line of Section 20, T 23 N, R 44 EWM., approximately 2750 feet west of the NE section.
31. MT. HOPE ROAD: (Paved) Crossing is at a point in Section 20, T 23 N R 44 EWM., approximately 3000 feet northwesterly along Mt. Hope Road from the east section line of said Section 20 and situated in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 20.

EXHIBIT "A"

32. FLEMING ROAD: (Dirt) Crossing 1s at a point in section 20, T 23 N, R 44 EWM., approximately 2400 feet east of the west section line of said section 20.
33. CAMERON ROAD: (Dirt) Crossing 1s at a point on the north section 11s of section 29, T 23 N, R 44 EWM., approximately 850 feet east of the NW<sup>1</sup>/<sub>4</sub> section corner of said Section 29.
34. CORNWALL ROAD: (Gravel) Crossing 1s at a point on the north section line of Section 36, T 23 N, R 43 EWM., approximately 150 feet west of the NE section corner of said Section 36.
35. BEYERS ROAD: (Gravel) Crossing 1s at a point in section 36, T 23 N, R 43 EWM., approximately 2000 feet north of the south sect on line of said section 36.
36. WATT ROAD: (Gravel) Crossing 1s at a point in Section 1, T 22 N, R 43 EWM., approximately 1350 feet westerly along Watt Road from the east Section line of said Section 1.
37. KEEVERY ROAD: (Gravel) Crossing 1s at a point on the north section line of Section 11, T 22 N, R 43 EWM., approximately 900 feet west of the NE section corner of said Section 11.
38. ROHWER ROAD: (Gravel) Crossing 1s at a point in Section 11, T 22 N, R 43 EWM., approximately 600 feet northeasterly along Rohwer Road from the south section line of said Section 11.
39. SPANGLE-WAVERLY ROAD: (Paved) Crossing 1s at a point in section 14, T 22 N, R 43 EWM., approximately 1500 feet southeasterly along Spangle-Waverly Road from the north section line of said section 14.
40. KNIGHT ROAD: (Gravel) Crossing 1s at a point on the north section line of section 22, T 22 N, R 43 EWM., approximately 1100 feet west of the NE section corner of said Section 22.
41. DAVIS ROAD: (Dirt) Crossing 1s at a point on the north section 11s of Section 27, T 22 N, R 43 EWM., approximately 1100 feet east of the NW<sup>1</sup>/<sub>4</sub> of said section 27.
42. WHITTIER ROAD: (Dirt) Crossing 1s at a point in section 33, T 22 N R 43 EWM., approximately 100 feet southwesterly along Whittier Road from the north section line of said section 33.

EXHIBIT "A"

43. POWERS ROAD: (Gravel) Crossing is at a point in section 33, T 22 N, R 43 EWM., approximately 300 feet east along Powers Road from the west section line of said section 33.
44. DRAKE ROAD: (Gravel) Crossing is at a point in section 9, T 21 N, R 43 EWM., approximately 100 feet east of the west section line and 2650 feet north of the south section line of said section 9,
45. CHENEY-PLAZA ROAD: (Paved) Crossing is at a point in section 15, T 21 N, R 43 EWM., approximately 250 feet north westerly along Cheney-Plaza Road from the east section line of said section 17.
46. BABB ROAD: (Gravel) Crossing is at a point in section 29, T 21 N, R 43 EWM., approximately 1550 feet easterly along Babb Road from the west section line of said section 29.

EXHIBIT "A"