

Upon Recording, Return to:

Port of Walla Walla
Attn: Jim Kuntz
310 "A" Street
Walla Walla, WA 99362

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Nondisturbance Agreement
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a <input type="checkbox"/> Additional reference #s on page ____ of document(s)
GRANTOR(S) (Last name first, then first name and initials) BURLINGTON RESOURCES OIL AND GAS COMPANY LP, a Delaware limited partnership, as successor (by merger) to Meridian Oil Inc., a Delaware corporation, and GLACIER PARK COMPANY, a Delaware corporation, as successor (by merger) to Meridian Minerals Company, a Montana corporation <input type="checkbox"/> Additional names on page ____ of document
GRANTEE(S) (Last name first, then first name and initials) Port of Walla Walla, a Washington municipal corporation <input type="checkbox"/> Additional names on page ____ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Section 2, Township 7 N, Range 31 E; Section 11, Township 7 N, Range 31E; Section 35, Township 8 N, Range 31 E; Willamette Meridian <input checked="" type="checkbox"/> Additional legal is on Exhibit A of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 31-07-02-00-0001; 31-07-11-00-0001; 31-08-35-41-0003 <input type="checkbox"/> Assessor Tax # not yet assigned



Walla Walla County, WA

AGR

2008-04333

Page: 1 of 7

05/01/2008 12:24P

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (this “**Agreement**”), is made and entered into as of the last date written below (the “**Effective Date**”), by and between BURLINGTON RESOURCES OIL AND GAS COMPANY LP, a Delaware limited partnership, as successor (by merger) to Meridian Oil Inc., a Delaware corporation, and GLACIER PARK COMPANY, a Delaware corporation, as successor (by merger) to Meridian Minerals Company, a Montana corporation (“**Burlington**” and “**Glacier**”), and PORT OF WALLA WALLA, a Washington municipal corporation (the “**Port**”). Burlington, Glacier, and the Port are collectively referred to herein as the “**Parties**.”

RECITALS

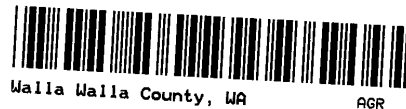
A. Burlington and Glacier are the owners of certain rights, title and interest in and to the mineral estate covering the real property located in Walla Walla County, Washington, legally described in the attached Exhibit A, which is incorporated herein by this reference (the “**Property**”).

B. The Port owns the surface estate to the Property. The Port intends to sell or lease all or a portion of the Property for industrial development.

C. The Parties wish to enter into an agreement so that Burlington and Glacier will not disturb or interfere with the intended use and occupancy of the Property by the Port, or its lessees, ground lessees, successors or assigns (collectively, the “**Port Parties**”). Burlington and Glacier are willing to so agree, on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the Parties, it is hereby declared, understood and agreed as follows:

1. **Use of the Surface Not to be Disturbed.** Burlington and Glacier shall not disturb or interfere with the Port Parties’ (a) use and occupancy of the Property, or (b) construction of any improvements on, in or under the Property. This Agreement shall not be construed to prevent or limit Burlington or Glacier from exercising their rights to explore, develop, operate or produce their respective mineral estates as long as such exploration, development, or production operations does not disturb or interfere with the Port Parties’ (a) use and occupancy of the Property, or (b) construction of any improvements on, in or under the Property.



3. **Port Parties Agree to Accommodate.** Should Burlington and Glacier, and their assigns, elect at some future date to explore, develop, operate and/or produce the mineral estate within the Property, Burlington and Glacier shall contact and/or give notice to the Port Parties that they wish to meet with the Port Parties to disclose these plans and discuss how best to determine the necessity for accommodation(s) between or for either of the Parties in order to accomplish the concurrent development of both the surface and mineral estates. The intent of this provision is to limit the definition of the meaning of "to be disturbed" or "to not interfere with the use and occupancy of the Property" or "the construction of any improvements on, in or under the Property" as cited above in Paragraph 2. Each of the Port, Burlington and Glacier recognize the other's existing rights and agree to accommodation so that the Port Parties can develop their surface estate as they plan and/or see to do so, yet also recognize the rights of Burlington and Glacier, and their assigns, to also develop their mineral rights on, within or under should they elect to do so; provided that the Port Parties shall not be required to incur costs to move their then existing improvements in connection with the development of the mineral rights, nor incur costs to redesign future improvements if such designs have received all necessary governmental approvals.

4. **Recitals Adopted and Incorporated.** The Parties hereby adopt and incorporate into this Agreement fully, the Recitals set forth above.

5. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and the respective heirs, administrators, executors, legal representatives, successors and assigns of the Parties.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Washington.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

8. **Entire Agreement Between the Parties.** This Agreement shall be the whole, entire and only agreement between the Parties with regard to the development by the Parties of the surface and mineral estates of the Property. This Agreement shall be further amended, supplemented or revised only in writing, signed by the Parties.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

BURLINGTON RESOURCES OIL & GAS COMPANY LP,
a Delaware limited partnership

By: BROG GP Inc., its General Partner

By: Greg K. Daggett

Name: Greg K. Daggett

Title: Attorney-in-Fact

Date: 4/15/08

GLACIER PARK COMPANY,
a Delaware corporation

By: Greg K. Daggett

Name: Greg K. Daggett

Title: Attorney-in-Fact

Date: 4/15/08

PORT OF WALLA WALLA,
a Washington municipal corporation

By: James M. Kuntz

Name: James Kuntz

Title: Executive Director

Date: 4/30/08

Page 4

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Walla Walla County, WA

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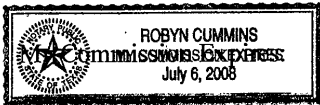
Page: 4 of 7

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STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Greg K. Daggett, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of BROG GP Inc., the General Partner of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of April, 2008.



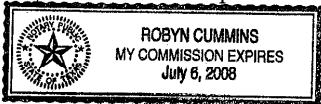
Robyn Cummins
Notary Public

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Greg K. Daggett, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of GLACIER PARK COMPANY, a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of April, 2008.

My Commission Expires:



Robyn Cummins
Notary Public



STATE OF WASHINGTON §
 §
COUNTY OF WALLA WALLA §

BEFORE ME, the undersigned authority, on this day personally appeared James Kuntz, known to me to be the person whose name is subscribed to the foregoing instrument as the Executive Director of the PORT OF WALLA WALLA, a Washington municipal corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of April, 2008.

My Commission Expires: 2-8-12

Becky Kay Hulse
Notary Public

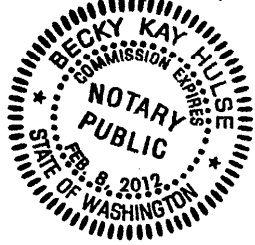


EXHIBIT A

(Legal description of the Property)

Township 7 North, Range 31 East of the Willamette Meridian.

Section 2: All,
EXCEPT Burlington Northern Railroad right of way.

Section 11: All,
EXCEPT that portion lying within Cummins Road.

Township 8 North, Range 31 East of the Willamette Meridian.

Section 35: All that portion lying South and East of the Burlington Northern Railroad right of way.

EXHIBIT A – 1

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2008-04333

Page: 7 of 7

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