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DEPARTMENT OF NATURAL RESOURCES

BERT L. COLE, Commissioner of Public Lands

RE: Application No. 27707 by
El Paso Natural Gas Companyfor a right of way for
Natural Gas Pipe Lines
over certain lands in Skamania
County.

AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of September,
19 62, by and between the DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON,
hereinafter called the "State" and EL PASO NATURAL GAS COMPANY hereinafter called
the "Grantee" whose address is P. O. Box 1492, El Paso, Texas.

WITNESSETH, the parties hereto, each in consideration of the agreements
and the performance thereof on the part of the other, do agree:

1-0 Subject to the terms and conditions hereof, the State hereby grants
to the Grantee:

1-1 An easement, in accordance with the authority set forth in
Chapter 73, Session Laws of 1961, consisting of a right of
way for natural gas pipeline construction, operation and
maintenance purposes over and across the location described
in Schedule 1 attached hereto and by this reference made a
part hereof, together with the present and future right to
clear said right of way and keep the same clear of brush,
timber, structures and fire hazards, provided that fire
hazards shall not be interpreted to include any growing
crops other than trees.

2-0 This Agreement is subject to:

2-1 All rights and valid claims previously conveyed by the State
including those described in Schedule 1.

2-2 Those requirements listed in Schedule 2 attached hereto
and by this reference made a part hereof.

3-0 The term of this Agreement shall be for the period of use. Should the
Grantee, its successors or assigns ever abandon the rights herein conveyed for the
purpose for which granted, said rights shall revert to the State of Washington, its
successors or assigns.

4-0 The consideration paid by the Grantee to the State shall be as follows:

4-1 Damages	\$79.03
Statutory fee	5.00
Total	\$84.03

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Right of Way

REG. NO. 38513.....

5-0 To the extent that it can legally do so, Grantee agrees to comply with all State, County and Municipal laws, ordinances or regulations which are applicable to the area of operations covered by this agreement.

6-0 It is agreed that the State reserves the right to make reasonable rules and regulations, in addition to any specified in Schedule 2, concerning priority of use, and use and maintenance of roads located within the limits of Schedule 1.

Provided: Nothing contained in this Agreement shall preclude or interfere with the action of the Grantee in the event of an emergency.

6-1 Road Maintenance. Any damage to said roads, bridges, culverts, cattleguards, fences or gates, etc., resulting from Grantee's use shall be immediately repaired by Grantee. During periods of actual use by Grantee, the roads shall be kept in original condition or better by Grantee.

6-2 Joint Maintenance. Road use is contingent upon the Grantee entering into a written, state approved, road maintenance agreement with others using the road or any portion thereof. Said agreement shall provide for maintenance, based on a proportional share of use.

However, the state reserves the right to maintain or to appoint a maintainer who will be responsible for all maintenance. In this event, all users will be required to pay to the State or its designated maintainer their proportional share of the cost of maintenance.

7-0 The State, its successors, assigns, and grantees, shall have the right to cross and recross the right of way herein granted without charge for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of State owned lands or the resources thereof; provided such crossing by others shall be controlled so it will not interfere unduly with the use of said right of way by the Grantee.

8-0 The State shall have the right to use, without charge, all existing roads located on State lands within the limits of this Agreement and those constructed and/or reconstructed by the Grantee under this Agreement for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of State owned lands or the resources thereof and the State may extend such right and privileges to others; provided such use by the State's contractors and others shall be controlled so it will not interfere unduly with the use of the road by the Grantee. This use shall be contingent upon performance by the State's contractors and others of maintenance based on a fair share of their use, or payment to the Grantee of a fair share of the cost of maintenance to be agreed upon by the parties concerned.

9-0 Fire Control. Prevention and Suppression. Grantee shall be responsible for suppressing any fire caused by his use of the rights herein conveyed. State fire control trucks and equipment are to have right of use over all other vehicles.

10-0 The State shall notify the Grantee by United States mail, addressed to the address shown on the Application on file at the Department of Natural Resources, Olympia, Washington, of any instance of noncompliance by the Grantee, its agents, employees, contractors or their employees, with any of the requirements of this Agreement; said notice to set forth the specific nature of the noncompliance. If, within 15 days after receipt of said notice, Grantee fails to undertake the necessary action to comply, the District Administrator may suspend operations until such time as this action is undertaken.

-11-0 This Agreement shall not be assigned, leased or subleased nor shall any interest of the Grantee herein or hereunder be transferred or assigned without prior written consent of the State, except that said rights conveyed may be used by any employees, contractors or representatives of the Grantee who may be engaged in the Grantee's operations. Also, except that Grantee may mortgage or assign the rights herein granted as a part of the transfer of all, or substantially all, of its assets, following prior written consent of the State.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 21st day of January, 1962.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

EL PASO NATURAL GAS COMPANY

By Wm. F. Howard Title
Wm. F. Howard
Attorney-in-Fact
P. O. Box 1492
El Paso, Texas
Address

Approved as to form

John J. O'Connell
Attorney General

By: Charles B. Roe, Jr.
Assistant Attorney General

App. No. 27707
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Schedule 1

That portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 9, Township 2 North, Range 7 East, W.M., included within the limits of a strip of land 75 feet in width, having 20 feet of such width on the southeast side of and 55 feet of such width on the northwest side of the following described line:

Beginning at a point on the east - west centerline of said Section 9 which is N 89° 40' W 1,964.0 feet from the east quarter section corner thereof, running thence N 26° 41' E 569.0 feet, thence N 26° 00' E 62.0 feet, thence N 32° 31' E 739.0 feet and thence N 47° 45' E 180.0 feet to a point on the north line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, said Section 9, which is N 89° 40' W 1,163.0 feet from the northeast corner thereof, having an area of 2.67 acres as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

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Schedule 2

1. SOIL EROSION

- 1-1 Grantee shall refrain from operation of equipment when ground condition is such that excessive damage will result to adjacent lands.
- 1-2 Grantee further agrees that temporary roads and trails, not required after construction and/or reconstruction of facilities, will be left in such condition as to eliminate excessive damage through soil erosion.

2. DAMAGE

- 2-1 Grantee shall require, as a condition of each agreement with any of its contractors involved in clearing of said right of way or the use of said road, that said contractors take all reasonable precautions to protect adjacent state timber and reproduction. Damage to trees and/or reproduction, not included in the original grant, shall be appraised by the State. Said contractor or contractors shall be billed for these damages at the appraised rate, except trivial damages may be charged, under RCW 79.01.756, in the event timber or other articles are cut or removed without prior authorization issued in writing by the State.

3. PRESERVATION OF SURVEYS

- 3-1 Any legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object.

4. DANGER TREES

- 4-1 Trees that become dangerous to the operation and maintenance of the natural gas pipeline subsequent to the construction thereof, and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State, and payment of the appraised value thereof.

5. OTHER

- 5-1 Grantee shall keep drainage channels and culverts clear of debris and functioning as designed, and repair fills and sunken grades as needed, during periods of actual use by Grantee.
- 5-2 Material from slides or other sources requiring removal from the road shall not be deposited in streams or at locations where it will wash into streams and cause silting of streams or reservoirs.
- 5-3 All improvements and the grounds adjacent thereto shall be maintained in a clean, sanitary condition and rubbish shall be disposed of satisfactorily.
- 5-4 Grantee shall, within a reasonable time, repair all damage to other than said temporary roads caused by its operation of equipment when the ground condition is such that excessive damage will result.