

49791

FORM NO. L-30

STATE OF WASHINGTON

BOOK

49 1st 380 403

Line No. 101-14

R/W No. 8-30-009

State Washington

County Skamania

Rods

W.O. No.

RIGHT OF WAY CONTRACT

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth,

S D S Lumber Company, a partnership composed of B. M. Stevenson, W. F. Daubenspeck and W. E. Stevenson

whose address is Bingen, Washington

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of

Skamania

; State of Washington, to-wit:

All of Section 5; The East Half ($E\frac{1}{2}$); The East Half of the Southwest Quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$); all in Section 6, and all in Township 3 North, Range 10 East.

It is understood and agreed that the Right of Way herein granted shall be restricted to 75 Ft. in width for construction purposes and shall revert to 50 Ft. in width after construction for operation and maintenance purposes.

Section 5 & 6, Township 3N, Range 10E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 5th day of November, 1955.

WITNESSES:

J. H. Reeling

Rosella B. Stevenson
W. F. Daubenspeck (Seal)

Lena Daubenspeck (Seal)

B. M. Stevenson (Seal)

Mary H. Stevenson (Seal)

W. E. Stevenson



STATE OF WASHINGTON

County of _____

BOOK 40 : 387 SINGLE ACKNOWLEDGMENT

ss.

NO. 1770-5
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JAN 3 1956
AMOUNT \$ See affidavit
COUNTY TREASURER
BY Marcello Oster

On this _____ day of _____, A. D. 19 ____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____

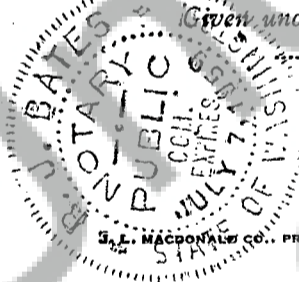
to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that _____ he _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

State of Washington, }
County of Klickitat } ss.

I, R. J. Bates, a Notary Public in and for the State of Washington, residing at Bingen in the above named County and State, duly commissioned, sworn and qualified, do hereby certify that on this 5th day of November A. D. 19 55, before me personally appeared Bruce M. Stevenson; and Mary H. Stevenson his wife; W. F. Daubenspeck & Lena E. Daubenspeck his wife; Wallace E. Stevenson & Priscilla B. Stevenson, his wife to me known to be the individual _____ described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

And the said wives ~~wife~~ of said husbands upon an examination by me, separate and apart from her said husband, when the contents of said instrument were by me fully made known unto her, and she was by me fully apprised of her rights and the effect of signing the within instrument, did, freely and voluntarily, separate and apart from her husband, acknowledge the same, acknowledging as she did, voluntarily of her own free will, and without the fear of coercion from her husband, execute the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



Given under my hand and official seal this 5th day of November A. D. 19 55.

R. J. Bates
Notary Public in and for the State of Washington, residing at Bingen in said County.

J. L. MacDONALD CO., PRINTERS AND PUBLISHERS, SEATTLE—FORM NO. 65 DOUBLE ACKNOWLEDGMENT

RIGHT OF

S. D. & L. C.

PACIFIC NORTHWEST

STATE OF WASHINGTON

COUNTY OF Skaneateles

I hereby certify that

for record on the 4 day

at 11-30 o'clock A

Volume 40 of

at Page 386 at

Alice D.

By M. L.

REFER TO

1158 NORTHWEST CORNERS, INC.

P. O. BOX 1002

SALT LAKE CITY, UTAH

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

ss.

County of _____

On this _____ day of _____, A. D. 19 ____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____ and _____

his wife, to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that _____ he _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of _____