

87 49807

FORM NO. L-30

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

BOOK 40 1413

Line No. 101-15
 R/W No. 8-30-058
 State Washington
 County Skamania
 Rods _____
 W.O. No. _____

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,

Nellie B. Cushman, a widow

whose address is 3725 N. E. Hassalo Street, Portland 13, Oregon
 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:

The Southwest Quarter of Northeast Quarter of Northwest Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 East; EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; and EXCEPT road.

Section 28, Township 3N, Range 8E, 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 24th day of October, 1955.

WITNESSES:

Robert P. Morgan

Nellie B. Cushman (Seal)
Nellie B. Cushman

(Seal)

(Seal)

(Seal)

NO. 1730 - 21
SUNN COUNTY
TRANSACTION EXCISE TAX
PAID JAN 3 1956
AMOUNT See affidavit
COUNTY TREASURER
BY Mabel G. Aeter

SINGLE ACKNOWLEDGMENT

Oregon
STATE OF ~~WASHINGTON~~
County of Multnomah ss.

On this 24th day of October, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared Nellie B. Cushman

to me known to be the individual — described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her 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.

Elaine R. Bolander
My Commission Expires 12/30/58
Notary Public in and for the State of Oregon
residing at Portland, Oregon

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON
County of _____ ss.

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 _____
residing at _____

49807

RIGHT OF WAY CONTRACT

FROM
Nellie B. Cushman

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Stamens

I hereby certify that the within instrument was filed
for record on the 4 day of January 1956
at 11:30 o'clock A M., and was duly recorded in
Volume 400 of Deed
at Page 419 and examined.

Alvin H. Berg Auditor

By M. Kelly Deputy
(Title)

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

RETURN TO

FISH NORTHWEST CONSTRUCTORS,
P. O. BOX 1002
SALT LAKE CITY, UTAH

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON
County of _____ ss.

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 _____

