

15-49824

FORM NO. L-30

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

BOOK 40 PAGE 454
Line No. 101315
R/W No. 8-30-121
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, Macey Neece and Ada Neece, his wife

whose address is Route 1, Stevenson, 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 Washington

~~Washington~~; State of ~~SEASIDE~~, to-wit:

That portion of the West ^Half of East ^Half of Northwest Quarter (W¹/₂ of E¹/₂ of NW¹/₄) of Section 36, Township 3 North, Range 7 E.W.M., described as follows: Beginning at a point on the center line running north and south through the center of the NW¹/₄ of the said Section 36 distant 1927.36 feet south from the north line of said Section 36; thence east 320 feet to the initial point of the tract hereby described; thence west 33 feet; thence north 630 feet; thence east 373 feet; thence south to the north line of the county road known as gropper Road; thence west along said road to a point due south of the initial point; thence north to the initial point; EXCEPT that portion thereof described as follows: Beginning at the northeast corner of the tract above described; thence west 320 feet to the east line of the county road known as Maple Way Road; thence southeasterly along said road to the east line of the W¹/₂ of E¹/₂ of NW¹/₄ of the said Section 36; thence north 250 feet to the pt of beginning; and EXCEPT right of way for said Maple Way Road, Section 36, Township 3N, Range 7E, 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 1st day of November, 1955.

WITNESSES:
Robert Crabbe
Macey Neece (Seal)
Ada Neece (Seal)
Ada Neece (Seal)

NO 1738 - 38
COUNTY
ON EXCISE TAX
JAN 3 1956
AMOUNT See affidavit
COUNTY TREASURER
BY Macey Gator

SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

County of _____

ss.

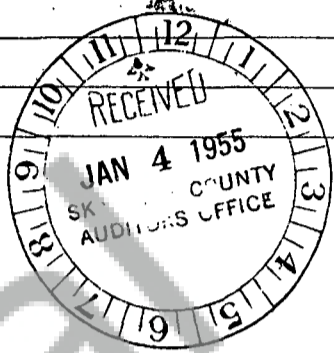
On this _____ day of _____, A. D. 19 ____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared

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 _____



JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of SKAMANIA

ss.

On this 2nd day of November, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Macey Neece and Ada Neece

his wife, to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their 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.

Raymond L. Sly
Notary Public in and for the State of Washington
residing at Steverson

49824
RIGHT OF WAY CONTRACT
FROM Macey Neece et al
TO _____

PACIFIC NORTHWEST PIPELINE CORPORATION
STATE OF WASHINGTON
COUNTY OF Skamania

I hereby certify that the within instrument was filed for record on the 4 day of January 19 56 at 11-30 o'clock A. M., and was duly recorded in Volume 40 of Deed at Page 454 and examined by Alice H. Berg Auditor

By M. Kelly Deputy (Title)
REGISTERED
INDEXED
INDIRECT
FISE NOTIFIABLE CONSTRUCTION RECORDED
P.O. BOX 1502
SALT LAKE CITY, UT 84143

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 _____