

49828

FORM NO. L-30

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

BOOK 40-462  
 Line No. 101-15  
 R/W No. 8-30-165  
 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, \_\_\_\_\_  
Merle Talent and Gloria Talent, his wife

whose address is 1609 23rd Ave., Longview, 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:

That portion of the Felix G. Iman D. L. C. in Section 2, Township 2 North, Range 7 E.W.M., described as follows: Beginning at a point marking the intersection of the north line of the said Section 2 with the center of the county road known as the Red Bluff Road; thence west following the north line of the said Section 2 a distance of 290 feet; thence south 150 feet; thence east parallel to the north line of the said Section 2 to intersection with said Red Bluff Road; thence in a northerly direction following said road to the point of beginning; EXCEPT right of way for said Red Bluff Road.

That portion of the Felix G. Iman D. L. C. in Sections 2 and 11, Township 2 North, Range 7 E.W.M., lying northerly of the S. P. & S. railway right of way; EXCEPT the following described tracts: (1) that portion of said Iman D. L. C. lying east of a line extending from the northwest corner of the D. Baughman D. L. C. Due north to intersection with the north line of the said Section 2; (2) a tract and appurtenant easement conveyed to E. A. Learned by deed dated January 16, 1913, recorded at page 190 of Book 0 of Deeds, Records of Skamania County, Washington, now owned by the Town of Stevenson; (3) a tract conveyed to James Akerill by deed dated May 1, 1937, recorded at page 286 of Book 2 of Deeds now owned by Carl Krohn; (4) a tract conveyed to William Warfield by deed dated March 21, 1939, recorded at page 353 of Book 27 of Deeds now owned by William Warfield and Cecil Warfield; (5) a tract conveyed to R. M. Hegewald by deed dated August 3, 1948, recorded at page 150 of Book 32 of Deeds; (6) a tract and appurtenant easement conveyed to Carl Krohn by deed dated February 27, 1952, recorded at page 33 of Book 35 of Deeds now owned by Daniel H. Krohn; and (7) a tract sold to Jasper G. Bell by contract dated August 1, 1955, and recorded at page 162 of Book 40 of Deeds; and 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 rights of way for county roads and Primary State Highway No. 8.

The West Half of Northwest Quarter ( $\frac{1}{2}$  of  $NW\frac{1}{4}$ ), the Northwest Quarter of Southwest Quarter ( $NW\frac{1}{4}$  of  $SW\frac{1}{4}$ ), and Government Lots 2, 3, and 4, in Section 2; and the Southwest Quarter of Northeast Quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ), the South Half of the Northwest Quarter ( $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ), the Northwest Quarter of Southeast Quarter ( $NW\frac{1}{4}$  of  $SE\frac{1}{4}$ ), the Southwest Quarter ( $SW\frac{1}{4}$ ), and Government Lots 1, 2, 3, and 5, in Section 3; all in Township 2 North, Range 7 E. W. M.; 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 RIGHTS of way for private logging roads.

Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, 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 30 day of November 1955.

WITNESSES:

<u>GE Langham</u>	<u>Merle Talent</u>	(Seal)
	<u>Glenn Talent</u>	(Seal)
		(Seal)
		(Seal)

NO. 1730  
SALT LAKE COUNTY  
TRANSACTION EXCISE TAX  
PAID JAN 3 1956  
AMOUNT \$2.00 affiants  
COUNTY TREASURER  
BY M. Kelly

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 Cowlitz

ss.

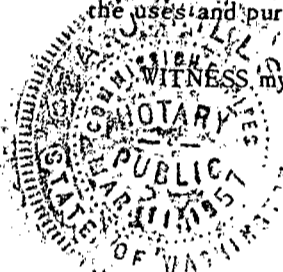
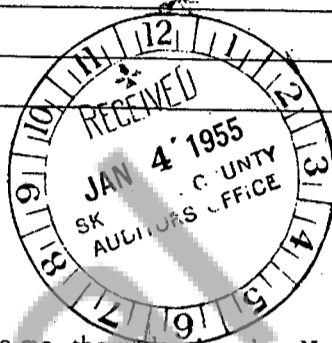
On this 30th day of November, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Merle Talbot and Gloria Talbot

his wife, to me known to be the individual s 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.

Notary Public in and for the State of Washington

residing at Longview



49828

RIGHT OF WAY CONTRACT

FROM

Merle Talbot et al.

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Shamania

I hereby certify that the within instrument was filed

for record on the 4 day of January 1956,

at 11:30 o'clock PM, and was duly recorded in

Volume 40 of Deed

at Page 462 and examined.

Oliver H. Berg, Auditor

By M. Kelly, Deputy  
(Title)

REGISTERED	INDEXED	INDIRECT: <u>K</u>
FISH NORTHWEST CONSTRUCTION, INC.		
P. O. BOX 1002		
SALT LAKE CITY, UTAH		
COMPARED	MAILED	

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 \_\_\_\_\_