

56030

BOOK

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FORM NO. L-30

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

Line No. 101-15
 R/W No. 8-30-180
 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,
George C. Grenia and Lura Grenia, his wife

whose address is North Bonneville, 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:

The Southwest Quarter of the Southeast Quarter, Government Lots 6 and 9, and the Southeast Quarter of the Southwest Quarter EXCEPT that portion thereof lying northerly of Primary State Highway No. 8; all in Section 19, Township 2 North, Range 7 E.W.M.; EXCEPT that portion thereof which lies within the 300 foot strip of land and adjacent easements acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; and EXCEPT the following described tract: Beginning at a point on the northerly right of way line of Primary State Highway No. 8, 145.2 feet south and 286.7 feet east of the northwest corner of the Southwest Quarter of the Southeast Quarter of the said Section 19; thence north 322.3 feet; thence East 164.3 feet; thence south 208.2 feet to the northerly right of way line of said primary State Highway No. 8; thence South 55°13' west 200 feet along said right of way to the point of beginning; and EXCEPT easement granted to the Northwestern Electric Company, a corporation, for electric power transmission lines; and EXCEPT rights of way for Primary State Highway No. 8 and S.P. & S. Railway Company.

interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

The route of the pipeline over and across the real property above and herein described is evidenced by the centerline description attached hereto and marked "Exhibit A" and by property plat alignment sheet 47-4-314 attached hereto and marked "Exhibit B".
 Section 19, Township 2 North, Range 7 E.W.M., 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 21st day of December, 1955.

WITNESSES:

Robert J. Salvisen George C. Grema (Seal)
G. E. Langhorne Rural Grema (Seal)
 _____ (Seal)
 _____ (Seal)

SINGLE ACKNOWLEDGMENT

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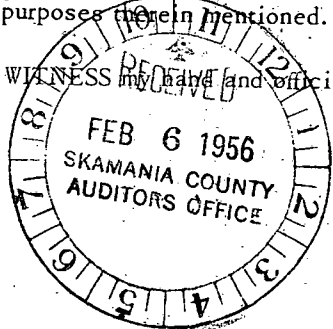
STATE OF WASHINGTON

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

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 _____ No. 1730-79
residing at _____

TRANSACTION EXCISE TAX

FEB 6 1956

Amount Paid in full
Mae H. Hatten
Skamania County Treasurer
By _____

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Skamania

On this 21st day of December, A. D. 19 55, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared George C. Grenia and Lura Grenia

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 Stevenson, Washington

Rehuter Salmeron

RIGHT OF WAY CONTRACT

FROM

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF _____

I hereby certify that the within instrument was filed

for record on the _____ day of _____, 19____

at _____ o'clock _____ M., and was duly recorded in

Volume _____ of _____

at Page _____ and examined

(Title)

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

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 _____

— GEORGE C. GREINIA, ET UX

R/W 8-30-180

Proposed route of the Pacific Northwest Pipeline across the property of George C. Greinia, et ux in Section 19, T-2-N, R-7-E, Willamette Meridian, Clallam County, Washington, said route being a staked line as actually surveyed and hereinafter described.

BEGINNING at a point in the east boundary line of subject property, from which the NE corner of subject property bears in a northeasterly direction 370 feet, more or less.

THENCE, S $60^{\circ} 30'$ W, 1550 feet more or less, to the point of exit from subject property in the west boundary line of the SE $\frac{1}{4}$ of said Section 19, from which the NW corner of the same said SE $\frac{1}{4}$ bears in a northerly direction 1100 feet, more or less.

The herein described staked line traversing the said property of George C. Greinia, et ux for a total distance of 1550 feet, or 93.93 rods, more or less.

EXHIBIT A

SKAMANIA CO. WASHINGTON

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T-2-N, R-7-E, SEC. 19

R/W 8-30-180

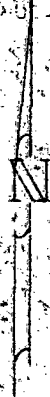
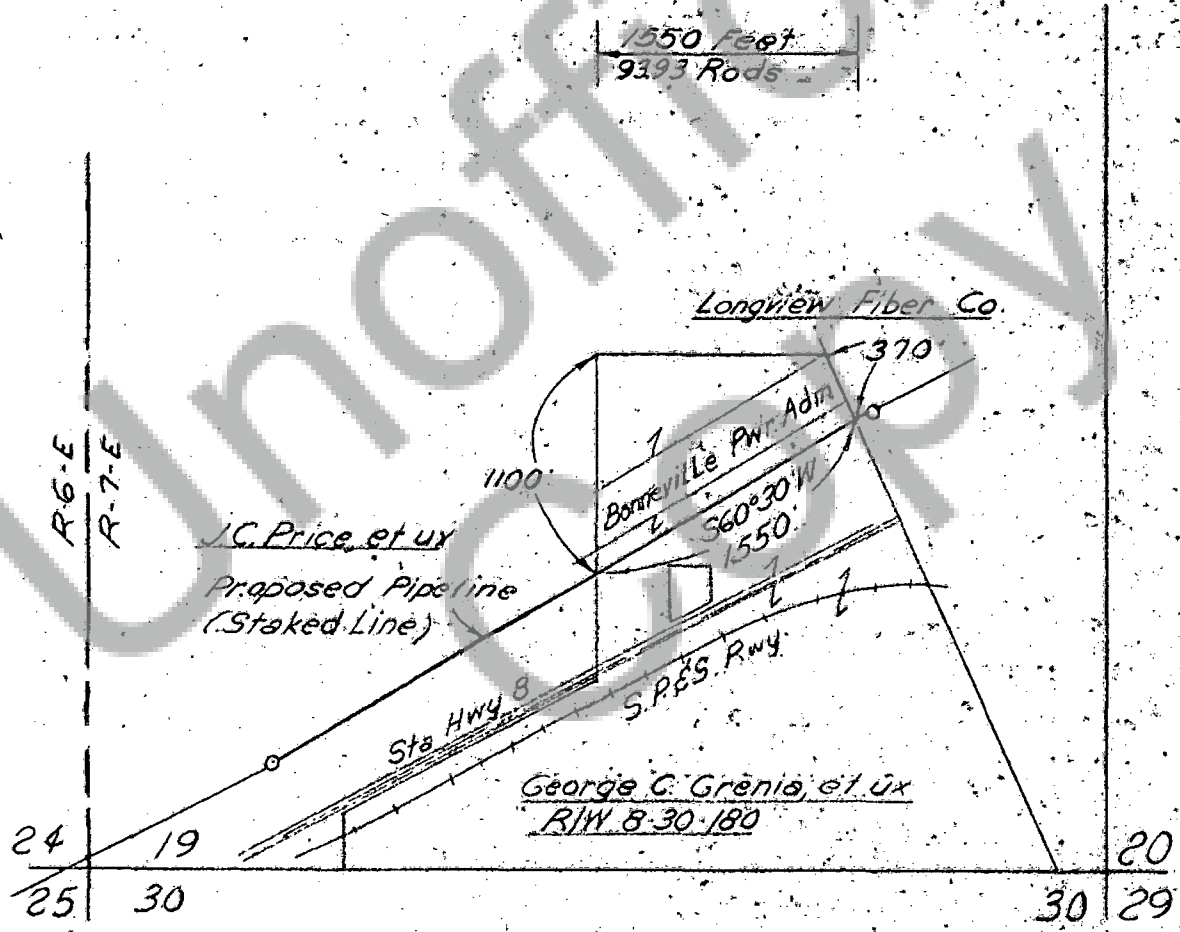


EXHIBIT B



Align. Sheet 47-4-314
Field Book, M.L. 186, P. 24, 25

			SCALE 1"=1000'		FISH NORTHWEST CONSTRUCTORS, INC. HOUSTON, TEXAS ACTING AS AGENT FOR PACIFIC NORTHWEST PIPELINE CORP.	SCH. 15
			DR. Walden	DATE 12-13-55		JOB NO. 10002
			TR.		PROPOSED MAIN TRANSMISSION LINE ACROSS PROPERTY OF GEORGE C. GREINIA, ET UX SKAMANIA CO., WASHINGTON	DWG. NO. 17-9-307
			CH.			
NO.	REVISION	BY DATE	APPR.			