

50031

FORM NO. L-37

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

BOOK 41 PAGE 119  
 Line No. 101-15  
 R/W No. 8-30-186  
 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, \_\_\_\_\_

Ruth Bucky *A. Wilson*

whose address is 6203 - 41st Ave. N. E., Seattle, 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 Elizabeth Snooks D.L.C. and of Government Lot 13 in Section 25, Township 2 North; Range 6 E.W.M., described as follows: Beginning at the Northeast corner of the said Snooks D.L.C., said point also being the Southeast corner of said Government lot 13; thence North to the Northeast corner of said Government lot 13; thence along the North line of said Government Lot 13 West 660 feet; thence South to the South line of said Government Lot 13; thence along the South line of said Government Lot 13 North  $89^{\circ} 56'$  East to a point 554 feet distant from the point of beginning; thence South  $42^{\circ} 43'$  East to a point on the Northerly right of way line of Primary State Highway No. 8; thence following the Northerly right of way line of said highway Northeasterly to intersection with the East line of the said Snooks D.L.C.; thence North along the East line of the said Snooks D. L. C. to the point of beginning; 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.

The route of the proposed pipe line referred to above is set forth and incorporated herein by center line description attached hereto and marked Exhibit A and by Drawing No. 17-9-207.

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.

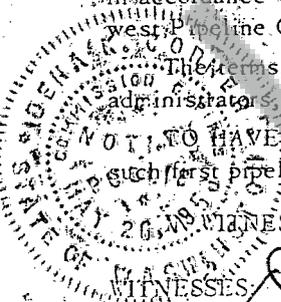
It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

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.

NOT 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.

WITNESSES whereof the Grantors herein have executed this conveyance this 20th day of January, 1956



Handwritten initials 'J.P.H.' in the right margin.

Handwritten signatures of Don J. Somers and H. Langdon.

Handwritten signature of Ruth Buck.

Four '(Seal)' labels positioned to the right of the signature lines.

STATE OF WASHINGTON

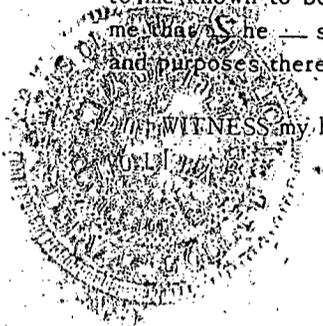
FEB 6 1956

County of Skamania ss.

Amount Paid See affidavit  
Mabel J. Peterson  
Skamania County Treasurer

On this 20th day of January, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ruth Buch, a widow

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.

Aena H. Corner  
Notary Public in and for the State of Washington  
residing at No. Bonneville

JOINT ACKNOWLEDGMENT

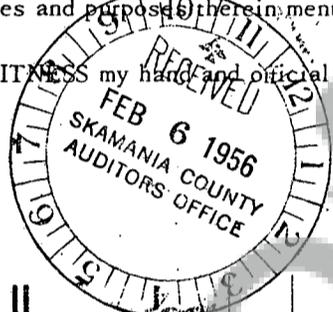
STATE OF WASHINGTON

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 \_\_\_\_\_

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 \_\_\_\_\_ 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 \_\_\_\_\_

RUTH BUCK

R/W 8-30-186

Description of a proposed pipeline right of way across a portion of Lot 13 in Section 25, T-2-N, R-6-E, Willamette Meridian, Skamania County, Washington, said right of way to be 75 feet in width measured 20 feet to the left (southeasterly) and 55 feet to the right (northwesterly) of a staked line as actually surveyed and as hereinafter described.

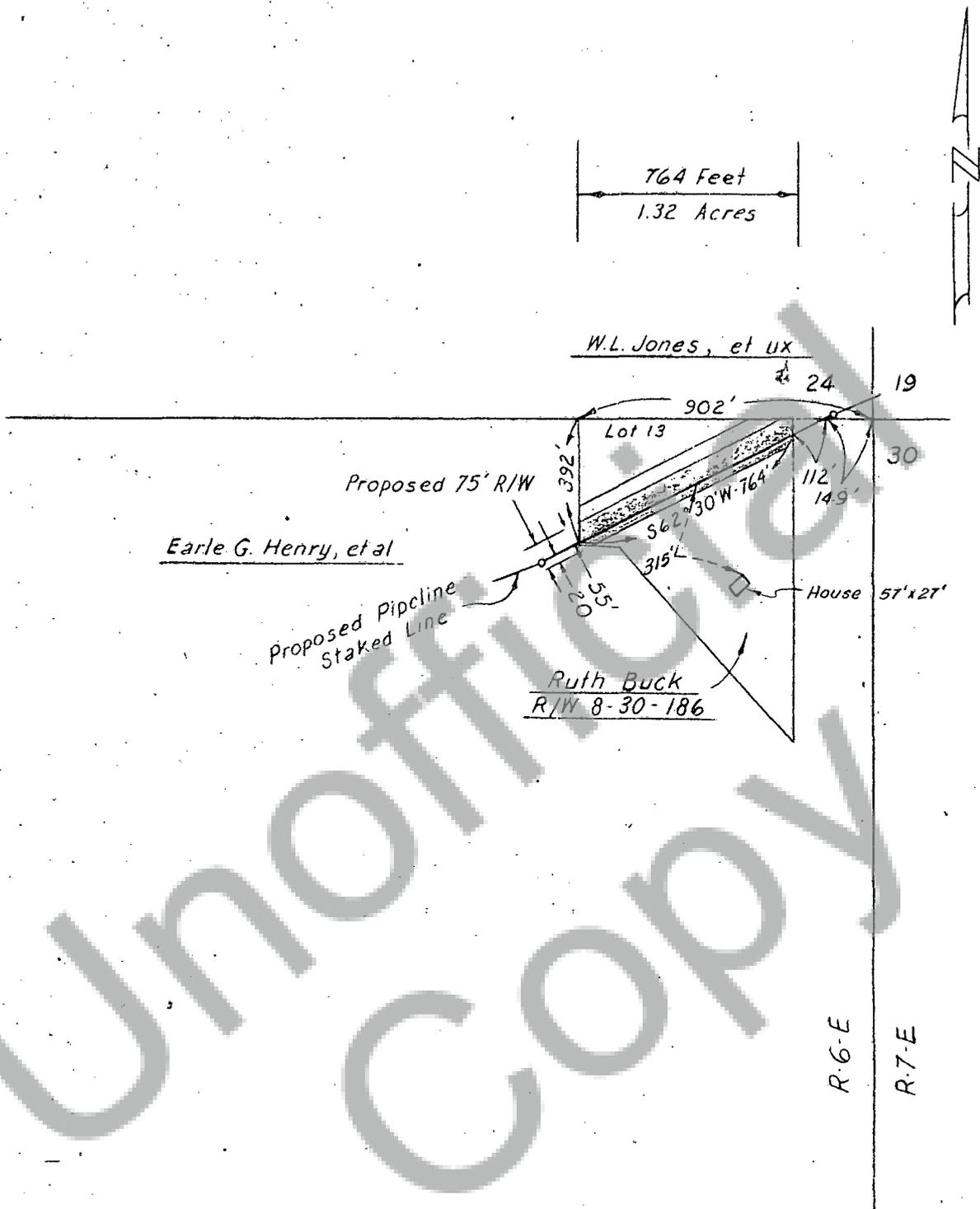
BEGINNING at the NE corner of said Section 25; thence, in a westerly direction along the north boundary line of said Section 25, 149 feet to a point; thence, S  $62^{\circ} 30' W$ , 112 feet to a point in the east boundary line of said Lot 13 for the true point of beginning;

THENCE, S  $62^{\circ} 30' W$ , 764 feet, more or less, to a point from which the said NE corner of Section 25 bears north 392 feet, and in an easterly direction along the north boundary line of said Section 25, 902 feet.

Said proposed right of way to contain 1.32 acres of land, more or less.

SKAMANIA CO., WASHINGTON  
 T-2-N-R-6-E, SEC. 25  
 R/W 8-30-186

BOOK 41 Page 123



Align. Sheet: 47-4-314  
 Field Book: ML 186, Pg. 26

			SCALE 1"=500'	<b>FISH NORTHWEST CONSTRUCTORS, INC.</b> HOUSTON, TEXAS ACTING AS AGENT FOR PACIFIC NORTHWEST PIPELINE CORP.	SCH. 15
			DR. W.P. DATE 12-20-55		JOB NO. 10002
			TR.	PROPOSED RIGHT OF WAY ACROSS PROPERTY OF RUTH BUCK SKAMANIA COUNTY, WASHINGTON	DWG. NO. 17-9-207
			CH. H.H.R. 12-27-55		
NO.	REVISION	BY	DATE	APPR. F.S. Jr. RLG	