

50032

BOOK 41 Page 124

FORM NO. L-30

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

Line No. 101-15  
 R/W No. 8-30-187  
 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, ~~for the use of Henry, et al.~~  
 Bruce R. Henry and Alma C. Henry, his wife

whose address is c/o Bruce R. Henry, Apt. 102, 3822 NE Mallory Ave., Portland, 12, 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

SkamaniaState of Washington

, to-wit:

That portion of the Elizabeth Snooks D. L. C. in Section 25, Township 2 North, Range 6 E.W.M., described as follows: Beginning at a point on the East line of the said Snooks D. L. C. 600 feet South of the Northeast corner thereof, thence North 42° 43' West to a point on the Northerly right of way line of Primary State Highway No. 8 and the initial point of the tract hereby described; thence North 42° 43' West to the North line of the said Snooks D. L. C.; thence West 3670 feet more or less along the North line of the said Snooks D. L. C. to the Northwest corner thereof; thence South along the West line of the said Snooks D. L. C. to the Northerly line of the tract of land acquired by the S. P. & S. Railway Company for its right of way; thence in a Northeasterly direction following the Northerly line of said railway right of way to a point 1000 feet West of the East line of the said Snooks D. L. C.; thence North parallel to the East line of the said Snooks D. L. C. to intersection with the Northerly right of way line of Primary State Highway No. 8; thence in a Northeasterly direction following the Northerly right of way line of said highway to the initial point; EXCEPT the following described tract: Beginning at a point 6 chains North of the Southwest corner of the said Snooks D. L. C.; thence East 2 chains; thence North 9 chains; thence West 2 chains to the West line of said Snooks D. L. C.; thence South 9 chains to the point of beginning; and EXCEPT easement 100 feet in width granted to the United States of America for the Bonneville Power Administration's electric power transmission lines; and EXCEPT easement granted to the Northwestern Electric Company, a corporation, for electric power transmission lines; and EXCEPT right of way for Primary State Highway No. 8.

Section 25, Township 2N, Range 6E, 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 31 day of December, 1955.

WITNESSES:

*Walter P. Hendae*

*Bruce R. Henry*  
*Alma C. Henry*

(Seal)

(Seal)

(Seal)

(Seal)

## SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

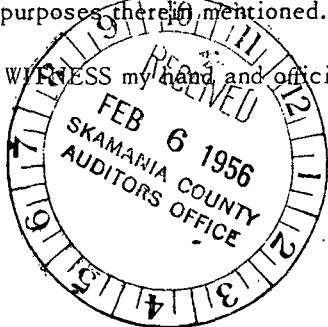
SS.

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 - 81

residing at \_\_\_\_\_

TRANSACTION EXCISE TAX

## JOINT ACKNOWLEDGMENT

FEB 6 1956

STATE OF ~~WASHINGTON~~ OREGON

SS.

County of MULTNOMAH

Amount Paid See affidavit  
Maeda J. Lator  
 Skamania County Treasurer  
 By \_\_\_\_\_

On this 31 day of December, A. D. 1955, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared Bruce R. Henry and Alma C. Henry

his wife, to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that the y 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.

MY COMMISSION EXPIRES FEB. 7, 1956

Notary Public in and for the State of Oregon

residing at Portland Oregon

RIGHT OF WAY CONTRACT

FROM

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Skamania

I hereby certify that the within instrument was filed

for record on the 6 day of February 1956at 10:45 o'clock A M., and was duly recorded inVolume 41 of Deedat Page 124 and examined.Alma H. Berg, AuditorB. M. Kelly, Deputy  
(Title)

|  |   |
|--|---|
| REGISTERED <input checked="" type="checkbox"/> | INDEXED <input checked="" type="checkbox"/> |
| RETURN TO                                      |   |
| FISH NORTHWEST CONSTRUCTORS, INC.              |   |
| P. O. BOX 1662                                 |   |
| SALT LAKE CITY, UTAH                           |   |
| RECORDED <input checked="" type="checkbox"/>   | FILED <input checked="" type="checkbox"/>   |
| COMPARED <input checked="" type="checkbox"/>   | MAILED <input checked="" type="checkbox"/>  |

## JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

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 \_\_\_\_\_

(81)