

50079

FORM NO. L-30

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

BOOK

41 PAGE 165

Line No. 101-15
 R/W No. 8-30-075
 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, _____

Hugh J. Irwin and Janet F. Irwin, his wife

~~XXXXXX XXXXXXXX~~

whose address is 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; State of Washington, to-wit:

The Southeast Quarter of Northeast Quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 29, Township 3 North, Range 8 E.W.M.; EXCEPT the following tract of land: Commencing at a point $16\frac{1}{2}$ feet south of the northwest corner of the $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of the said Section 29; thence south 278.5 feet; thence east 82.2 feet; thence in a northeasterly direction 202.7 feet to a point 91.3 feet south and 158 feet east of the point of beginning; thence north 91.3 feet; thence west 158 feet to the point of beginning; and EXCEPT the following tract of land: Beginning at a point $16\frac{1}{2}$ feet south and 198 feet east of the northwest corner of the $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of the said Section 29, said point being on the east line of the Carson Depot Road; thence east to Carson Creek; thence in southwesterly direction along said creek to a point $256\frac{1}{2}$ feet south of the north line of the $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of the said Section 29; thence west to the east line of Carson Depot Road; thence northerly along the east line of the said road to the point of beginning; and EXCEPT the north 1 rod thereof, the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines, and public roads; ALSO: That portion of the east half ($E\frac{1}{2}$) of Government Lot 4 of the said Section 29 lying northerly of State Highway No. 8; and that portion of the west half of the said Government Lot 4 and of Government Lot 3 of the said Section 29 lying northerly of the S. P. & S. Railway Company's right of way; EXCEPT public roads; ALSO: Beginning at a point 20 rods east of the Southwest corner of the Northwest Quarter of Southeast Quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) of the said Section 29; thence east 60 rods to the southeast corner of the $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of the said Section 29; thence north 20 rods; thence west 60 rods; thence south 20 rods to the point of beginning; EXCEPT right of way for State Highway No. 8.

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 6th day of January, 1956.

WITNESSES:

C. E. Campbell
No. 1430-90

TRANSACTION EXCISE TAX

FEB 16 1956

Amount Paid See affidavit
Mae J. Miller
Skamania Co. Treasurer

By _____

Hugh J. Truitt (Seal)

James F. Truitt (Seal)

_____ (Seal)

_____ (Seal)

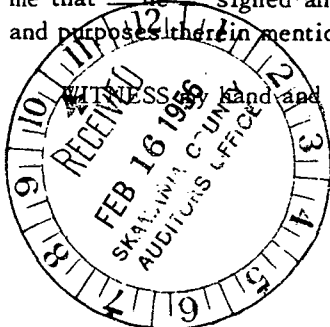
SINGLE ACKNOWLEDGMENT

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 _____

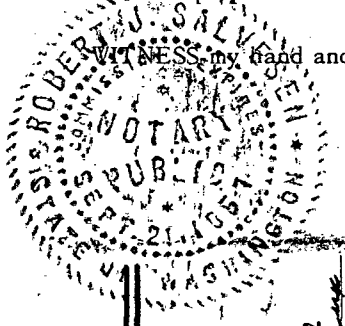
JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Skamania ss.

On this 6th day of January, A. D. 19 56, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Hugh J. Irwin and Janet F. Irwin

his wife, to me known to be the individuals _____ 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.

Robert J. Salomon
Notary Public in and for the State of Washington
residing at Stevenson, Washington

50679

RIGHT OF WAY CONTRACT

FROM Hugh J. Irwin 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 16 day of February, 1956, at 10:30 o'clock A M., and was duly recorded in Volume 41 of Deed at Page 165 and examined.

Alvin H. Day, Auditor

13, M. Kelly, Deputy
(Title)

REGISTERED	K
INDEXED - DR	K
INDIRECT	K
RECORDED	K
FILED	1
FEB 16 1956	
SALT LAKE CITY, UTAH	

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 _____