

50093

FORM NO. L-30

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

BOOK

41 PAGE 197

Line No. 101-16

R/W No. 8-30-275

State Washington

County Skamania

Rods 67

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,

J. C. Barnard and Frances M. Barnard, husband and wife,

whose address is Route 2, Box 292, Washougal, 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 ~~pipeline~~ 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 Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 5 and of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 6, in Township 1 North, Range 5 E.W.M., described as follows: Beginning at the northeast corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 5; thence south to the northerly right of way line of the county road known as the Frank Uran Road; thence in a southwesterly direction following the northwesterly line of the said Frank Uran Road to intersection with the center of State Secondary Highway No. 8-B; thence following the center of said highway in a northwesterly direction to intersection with the section line common to said Sections 5 and 6, said point being south 00° 45' east 985 feet from the northeast corner of the said Section 6; thence north 61° 40' west following said highway 168.3 feet; thence north 46° 20' west following said highway 315.17 feet; thence north 49° 45' east 200 feet more or less to the center of the Washougal River; thence following the center of the Washougal River in an easterly and northerly direction to intersection with the north line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 5; thence east to the point of beginning; EXCEPT right of way for State Secondary Highway No. 8-B.

If said pipeline right of way as presently staked out and surveyed is not on any part of the real property described herein, the grantee agrees that this Right of Way Contract shall not be placed of record.

The typed provisions set forth on Right of Way Contract executed this date apply to this contract also and shall be binding on both parties.

8-30-267

Section 5 and 6, Township 1 N., Range 5 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 line~~ 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 16<sup>th</sup> day of January, 1956.

WITNESSES:

John C. Peterson Frances M. Barnard (Seal)  
 No: 1730- 104  
 TRANSACTION EXCISE TAX  
 FEB 16 1956  
 Amount Paid See affidavit  
Mabel J. Jester (Seal)  
 Skamania County Treasurer  
 By .....

SINGLE ACKNOWLEDGMENT

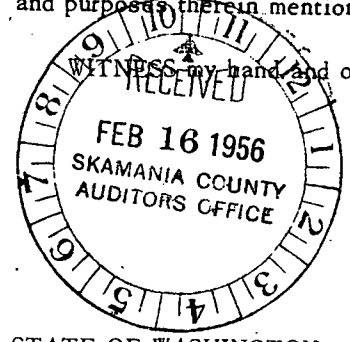
STATE OF WASHINGTON

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

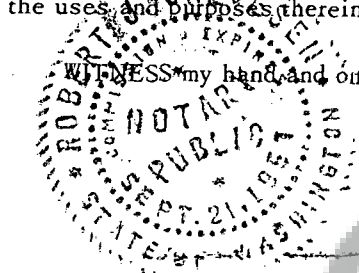
STATE OF WASHINGTON

County of Skamania ss.

On this 18th 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 J. C. Barnard and Frances M. Barnard

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

50693

RIGHT OF WAY CONTRACT

FROM

J. C. Barnard

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 19 56  
at 10:30 o'clock AM, and was duly recorded in  
Volume 41 of Deed  
at Page 197 and examined  
Alice S. Berg, Auditor

B. M. Kelly, Deputy  
(Title)

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

RETURN TO  
THE NORTHWEST PIPELINE CORPORATION  
P. O. BOX 1002  
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 \_\_\_\_\_