

50392

BOOK

41 PAGE 375

Line No. 101-16  
R/W No. 8-30-235  
State Washington  
County Skamania  
Rods \_\_\_\_\_  
W.O. No. \_\_\_\_\_

RIGHT OF WAY CONTRACT

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) per lineal rod of pipeline constructed under the terms hereof, to be paid at the time and in the manner hereinafter set forth, to Charles Coover and Nina Coover, his wife, and Jess L. Hillsbery and Kathryn E. Hillsbery, his wife, (Contract Purchasers), whose address is Route 2, Box 418, Washougal, Washington, hereinafter referred to as Grantors, 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 construct, maintain, inspect, operate, protect, repair, replace, alter or remove a 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:

A seventy-five (75) foot strip over and across the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ), of Section 34, Township 2 North, Range 5 E. W. M., the center line of said 75 ft. strip being more particularly described as follows:

Beginning at a point in the east boundary line of said Section 34, from which the SE corner thereof bears in a southerly direction 1805 feet; THENCE, S 70 deg. 34' W, 635 feet to a point; THENCE, S 82 deg 34' W. 642 feet to the point of exit from subject property in the west boundary line of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 34, from which the SW corner thereof bears in a southerly direction 190 feet,

together with the right of ingress and egress to and from said line for the purposes aforesaid, provided the right of ingress and egress shall be only upon private established roads or right of ways and further the Grantee shall repair any such established road or roads which may be damaged in said use.

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 Grantor's 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 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.

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 pipe line constructed by grantee across said lands shall be buried to such a depth as will not interfere with reasonable, normal cultivation of said land.

The Grantee shall have the right to assign this grant in whole or in part.

The Grantee and its successor or successors in interest shall at all times while constructing, repairing and using the said strip, prevent cattle from entering upon or leaving the premises of the

Grantors through and over the said right of way herein conveyed.

It is further agreed on the part of the Grantee and its successors in interest that upon the completion of the pipe line that the 75 foot right of way shall be cleaned up and left in reasonable level conditions save and except a mound may be left over the established pipe line to compensate for future settling of soil over the said pipe line.

The right of way herein granted shall be 75 feet in width for construction purposes and shall revert to a width of 50 feet after construction.

There is reserved to Grantors all of the timber on the aforesaid 75 ft. strip and the Grantors shall have the right to remove the same forthwith if they elect; if they fail to remove the same prior to the beginning of construction by the grantee, then the Grantee shall cause the said timber to be felled and pushed beyond said limits of the right of way upon the property of the Grantors.

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.

Attached hereto is "Exhibit A", being an exact description of the right-of-way and "Exhibit B" being a diagram and drawing of the same and designated as Drawing No. 17-9-371, which shall be incorporated herein by reference.

IN WITNESS whereof the Grantors herein have executed this conveyance this 14th day of February, 1956.

Jess L. Hillsbery (Seal)  
 Jess L. Hillsbery  
Kathryn E. Hillsbery (Seal)  
 Kathryn E. Hillsbery  
Charles Coover (Seal)  
 Charles Coover  
Nina Coover (Seal)  
 Nina Coover

STATE OF WASHINGTON )  
 ) ss  
 County of Clark )

On this 15th day of February, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JESS L. HILLSBERY and KATHRYN E. HILLSBERY, husband and 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.

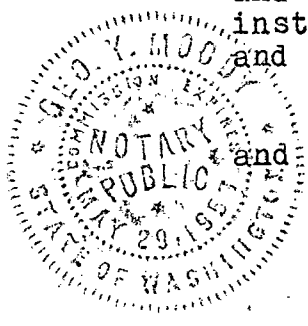
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Geo. J. Moody  
 Notary Public in and for the  
 State of Washington, residing  
 at Washougal



STATE OF WASHINGTON )  
County of Clark ) ss

On this 15<sup>th</sup> day of February, A. D., 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES COOVERT and NINA COOVERT, 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.

Geo. Y. Moody  
Notary Public in and for the  
State of Washington, residing  
at Washouga

1730  
AUG 11

See affidavit  
mailed 8 Jeter  
Annette S. Hutchinson  
Sgt.



E. H.  
JESS L. HILLSBERY, et ux

R/W 8-30-235

Proposed route of the Pacific Northwest Pipeline across the property of Jess L. Hillsbery, et ux in Section 34, T-2-N, R-5-E, Willamette Meridian, Skamania County, Washington, said route being a staked line as actually surveyed and as hereinafter described.

BEGINNING at a point in the east boundary line of said Section 34, from which the SE corner thereof bears in a southerly direction 1805 feet;

THENCE, S 70° 34' W, 635 feet to a point;

THENCE, S 82° 34' W, 642 feet to the point of exit from subject property in the west boundary line of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 34, from which the SW corner thereof bears in a southerly direction 190 feet.

The herein described staked line traversing the said property of Jess L. Hillsbery, et ux for a total distance of 1277 feet or 77.39 rods.

SKAMANIA CO., WASHINGTON

BOOK

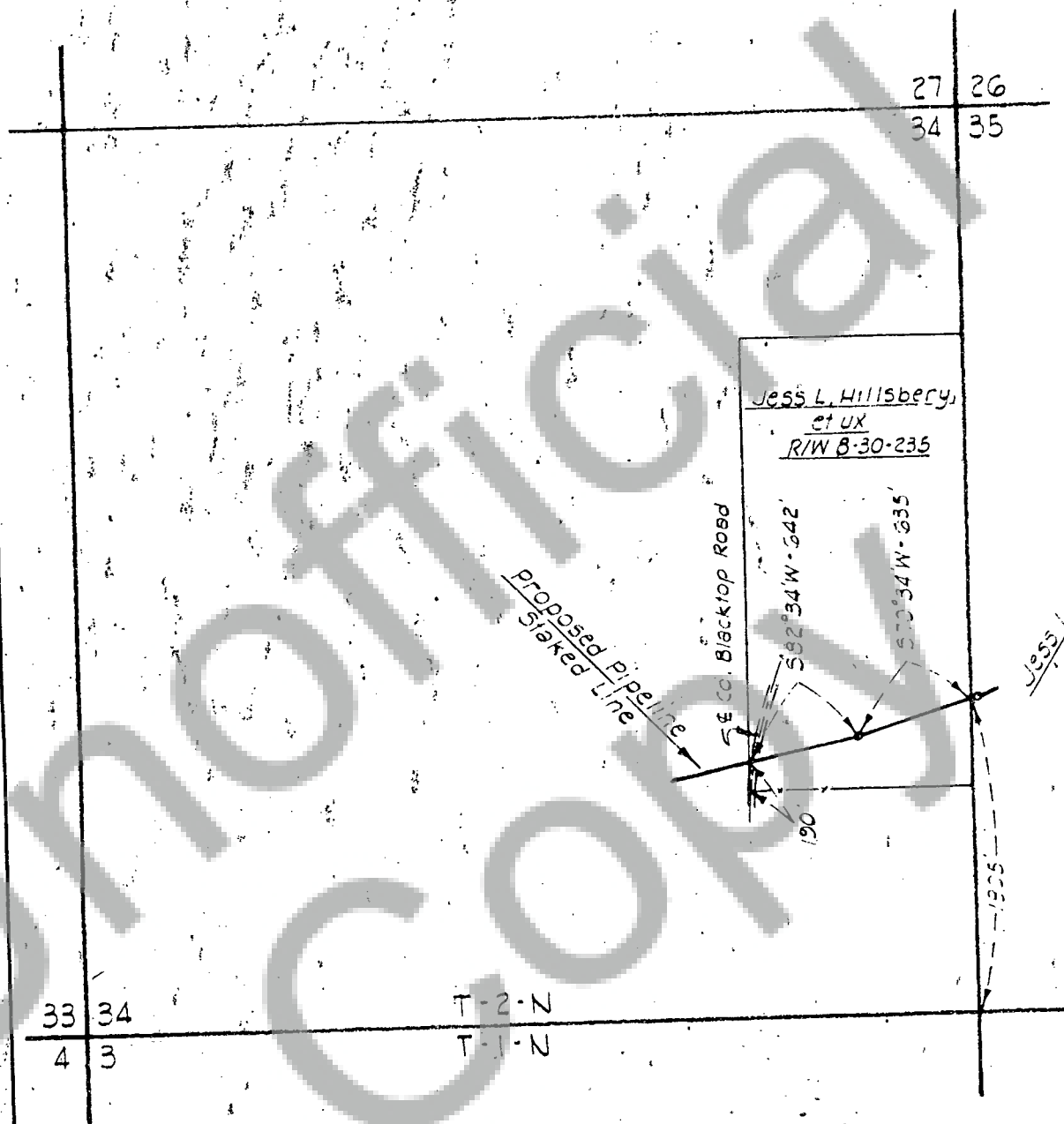
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T2N~R5E~SEC. 34

R/W 8-30-235

Ex. B

1277 Feet  
77.39 Rods



Align. Sht. 47-4-315  
Field Book ML-355, p. 15

		SCALE, " = 1000'		<b>FISH NORTHWEST CONSTRUCTORS, INC.</b>		SCH. 16	
		DR. DATE		HOUSTON, TEXAS		JOB NO.	
		MG 3 HBA 2-11-56		ACTING AS AGENT FOR		10205	
		TR.		PACIFIC NORTHWEST PIPELINE CORP.		DWG. NO.	
		CH.		PROPOSED 26" MAIN TRANSMISSION		17-9-371	
		APPR.		LINE ACROSS PROPERTY OF			
1. Chg. Co. Road		MG 3 HBA 2-11-56		JESS L. HILLSBERY, ET UX			
NO. REVISION		BY DATE		SKAMANIA CO., WASHINGTON			