

58899

FORM NO. L-30

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

BOOK

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Line No. 101-15
 R/W No. 8-30-206
 State Washington
 County Skamania
 Rods 40
 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, _____

The Lightbearers, a corporation

whose address is 1409 E. Prospect, 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:

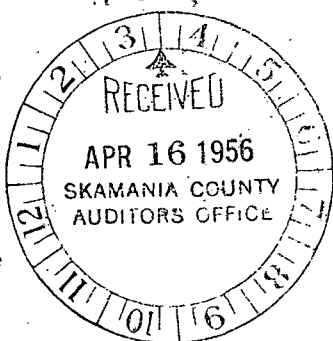
The North Half of the Southeast Quarter ($N\frac{1}{2} SE\frac{1}{4}$), and the North Half of the Southeast Quarter of the Southeast Quarter ($N\frac{1}{2} SE\frac{1}{4} SE\frac{1}{4}$), of Section 28, Township 2 North, Range 6 E.W.M.; ALSO: The South Half of the Southwest Quarter ($S\frac{1}{2} SW\frac{1}{4}$) of said Section 28; EXCEPT the following described tract: Beginning at the quarter corner on the South line of the said Section 28; thence West on the said South line 29 rods, more or less, to the Easterly line of a County Road; thence Northerly along the Easterly line of the said road to a point 70 rods North of the point of beginning; thence South to the point of beginning; ALSO: That portion of the South Half of the Southeast Quarter of the Southeast Quarter ($S\frac{1}{2} SE\frac{1}{4} SE\frac{1}{4}$) of said Section 28, described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4} SE\frac{1}{4}$) of the Said Section 28; thence North 660 feet; thence West 990 feet; thence South 660 feet; thence East 990 feet to the point of beginning.

The Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4} NW\frac{1}{4}$), of Section 33, Township 2 North, Range 6 E.W.M.

The route of the pipeline is further evidenced by centerline description attached hereto and marked "Exhibit A" and by property plat No. _____

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

Grantee upon cutting trees shall leave the same upon the edge of the easement property and said cut timber shall remain the property of grantor.



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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 11 day of _____, 1954.

WITNESSES

1730

John L. Taylor (Seal)

By (Seal)

Verly (Seal)

James G. ... (Seal)

Not a Sec. affidavit
Malet J. Jella
Annette S. Hutcherson
Deputy

STATE OF WASHINGTON, }
County of King } ss.

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On this 11th day of January A. D., 1956...
before me personally appeared Eugene Fersen and Preston Mason
to me known
to be the President and secretary of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and volunt-
ary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that
they were authorized to execute said instrument and that the seal affixed thereto is the corporate
seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public in and for the State of Washington, residing at Seattle
LAWYERS & REALTORS TITLE INSURANCE CO.-ACKNOWLEDGMENT-CORPORATION

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 acknowl-
edged 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 acknowl-
edged 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 _____

Ex. "A"

THE LIGHTBEARERS

R/W 8-30-206

Proposed route of the Pacific Northwest Pipeline across the property of The Lightbearers in Section 28, T-2-N, R-6-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 28, from which the SE corner thereof bears in a Southerly direction 400 feet, more or less;

THENCE, S $87^{\circ} 12'$ W, 975 feet, more or less, to the point of exit from subject property in the West boundary line of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 28, from which the SW corner thereof bears in a Southerly direction 375 feet.

The herein described staked line traversing the said property of The Lightbearers for a total distance of 975 feet or 59.09 rods, more or less.

SKAMANIA CO., WASHINGTON
T-2-N, R-6-E, SEC. 28
R/W 8-30-206

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975 Feet
59.09 Rods

21 22
28 27

The Lightbearers
R/W 8-30-206

Proposed Pipeline
Staked Line

Edwin C.
Cree

Emme Bates

975
S87°12'W
400'

375'

29 28
33 34

Alignment Sheet 47-4-314
Field Book, ML-329, P. 10-12

			SCALE 1"=1000'	FISH NORTHWEST CONSTRUCTORS, INC. HOUSTON, TEXAS ACTING AS AGENT FOR PACIFIC NORTHWEST PIPELINE CORP. <u>PROPOSED 26" MAIN TRANSMISSION LINE</u> <u>ACROSS PROPERTY OF</u> <u>THE LIGHTBEARERS</u> <u>SKAMANIA CO., WASHINGTON</u>	SCH. 15
			DR. HBA		JOB NO. 10205
			DATE 2-9-56		
			TR.		
			CH.		DWG. NO. 17-9-366
NO.	REVISION	BY DATE	APPR.		