

50012

FORM NO. L-30

STATE OF WASHINGTON

RIGHT OF WAY CONTRACT

BOOK

41 PAGE 69

Line No. 101-15
 R/W No. 8-30-061
 State Washington
 County Skamania
 Rods 38
 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,

Joe Blattler and Frances Blattler, his wife

whose address is Carson, 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:

All that portion of the West Half of Northwest Quarter of Northeast Quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 28, Township 3 North, Range 8 East, lying north of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; EXCEPT the following described tract: Commencing at the intersection of the north line of the Bonneville Transmission Line right-of-way with the center line north and south through the said Section 28; thence north 0 deg. 47 min. west 208 feet; thence north 89 deg. 16 min. 30 sec. east 208 feet; thence south 0 deg. 47 min. east 208 feet; thence south 89 deg. 16 min. 30 sec. west 208 feet to the place of beginning.

The route of the pipeline is further evidenced by center-line description attached hereto and marked Exhibit "A" and by property plat No. 17-9-135. 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.

55 2

J.B.

BOOK 41 PAGE 70

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.

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.

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

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.

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 16th day of December, 1955.

WITNESSES:

WITNESSES:

<i>G. Langhew</i>	<i>J. Blatter</i>	(Seal)
	<i>Francis Blatter</i>	(Seal)
		(Seal)
		(Seal)

STATE OF WASHINGTON

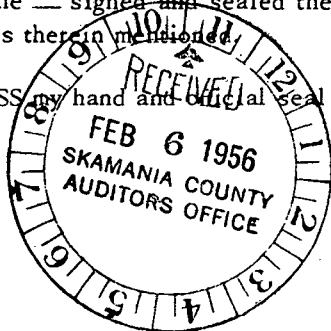
ss.

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 - 61

residing at _____

TRANSACTION EXCISE TAX

JOINT ACKNOWLEDGMENT

FEB 6 1956

Amount Paid See affidavitMassey Jeter
Skamania County Treasurer

By _____

STATE OF WASHINGTON

ss.

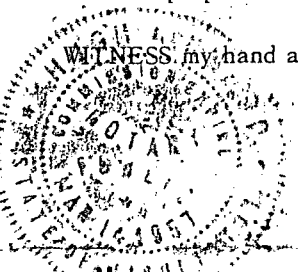
County of Clark

On this 16th day of December, A. D. 1955, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

Joe Blattler and Frances Blattler

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 Washingtonresiding at Camas

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

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 _____

RETURN TO
FISH NORTHWEST CONSTRUCTORS, INC.
P. O. BOX 1002
SALT LAKE CITY, UTAH

JOE BLATTNER, et ux

R/W 8-30-061

Proposed route of the Pacific Northwest Pipeline across the property of Joe Blattner, et ux, in a portion of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 28, T-3-N, R-8-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 north boundary line of the subject property, said point being in the centerline of an east-west county blacktop road, from which the NW corner of the said property bears in a westerly direction along the said centerline 468 feet, said NW corner being the point of intersection of the centerlines of the said east-west county blacktop road and a north-south tar and gravel road.

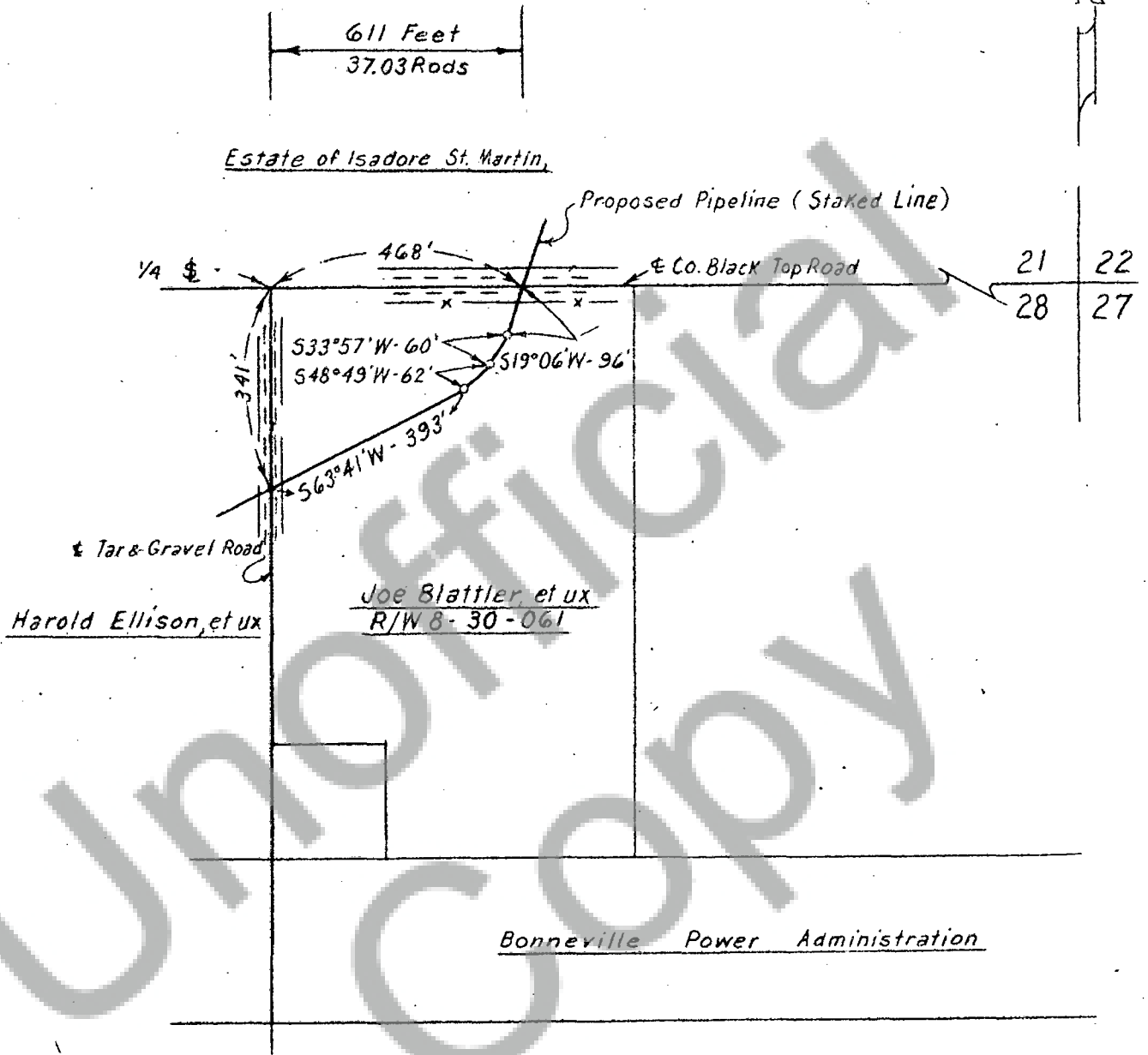
THENCE, S $19^{\circ} 06'$ W, 96 feet to a point.

THENCE, S $33^{\circ} 57'$ W, 60 feet to a point.

THENCE, S $48^{\circ} 49'$ W, 62 feet to a point.

THENCE, S $63^{\circ} 41'$ W, 393 feet to the point of exit from subject property in the centerline of the said north-south tar and gravel road from which the same said NW corner of the said property bears in a northerly direction along the said centerline 341 feet.

The herein described staked line traversing the said property of Joe Blattner, et ux, for a total distance of 611 feet, or 37.03 rods.

SKAMANIA COUNTY, WASHINGTONT 3 N - R 8 E, SEC. 28R/W 8-30-061

Align Sheet 47-4-312
Field Book ML 126, P. 28-29

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