

DEPARTMENT OF PUBLIC LANDS
Office of Commissioner

.....
In re Application No. 24282 by
Pacific Northwest Pipeline Cor-
poration for right of way for
Natural Gas Pipeline over State
Land in Skamania County
.....

O R D E R

May 4, 1956

It appearing to the Commissioner at this time that Application No. 24282 has been filed in this office by Pacific Northwest Pipeline Corporation for an easement for a right of way for a natural gas pipeline over the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$, section 36, township 2 north, range 5 east, W.M., in Skamania County, as hereinafter more particularly described; and

It further appearing that the applicant has satisfactorily met the requirements of the statutes in the matter of the filing of a map showing the location of the pipeline; that the area included in the said right of way, as applied for, is limited to an amount necessary for the construction of said pipeline, together with sufficient land on either side thereof for ingress and egress to maintain and repair the same; and

It further appearing that the land included within the proposed right of way is of the value of \$260.00; that damages to the timber by reason of the granting of this right of way do not exceed the sum of \$3,100.00; that no good reason exists why this right of way should not be granted; and the Commissioner being fully advised, it is therefore

ORDERED and DETERMINED that damages by reason of the granting of said easement be and the same are hereby appraised at \$3,360.00; that said amount, together with the necessary fee, has been deposited in this office by the applicant, and an easement for right of way for a natural gas pipeline be and the same is hereby granted to the Pacific Northwest Pipeline Corporation over and across and to include the following described land:

Those portions of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$, section 36, township 2 north, range 5 east, W.M., included within the limits of a strip of land 75 feet in width and having 55 feet of such width on the north side and 20 feet of such width on the south side of the following described line:

-2-

Beginning at a point on the east line of said section 36 which is N 1° 05' W 2082 feet from the southeast corner thereof, and running thence N 86° 55' W 2020 feet and thence N 88° 55' W 3589 feet to a point on the west line of said section 36 which is N 1° 05' W 2250 feet from the southwest corner thereof, containing an area of 7.35 acres as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington;

and

PROVIDED that the right of way is not to be fenced and that the State, its successors or assigns, shall at all times have ingress and egress across said right of way in connection with the use or the service of this tract; and

SUBJECT, however, to the following conditions:

That the grantee of the easement rights herein agrees to be responsible and to hold its contractors and their assigns responsible for the existence of any fire hazards on said right of way created wholly or in part by inflammable debris created by their logging or other forest operations, land clearing or right of way clearing, and which by reason thereof is likely to cause or to further the spread of fire; and that until a certificate of clearance has been obtained from the supervisor of forestry of the State of Washington, the grantee, its contractors and/or their assigns shall be responsible for any expense of fire fighting made necessary by reason of such hazard or the spread of fire therefrom in accordance with RCW 76.04.370; that the grantee agrees to be responsible and to hold its contractors and their assigns responsible for any fire fighting costs from any fire started by their employees, machines or debris-burning fires that may occur on or adjacent to the right of way; and that all fire fighting costs made necessary by the aforementioned reasons shall be paid promptly by the grantee and/or its contractors and/or their assigns upon demand and the grantee agrees to include in any contract involving the lands included in this easement the above provisions relating to costs and expenses in connection with fire fighting; and

That all machinery and equipment, light or heavy, shall be kept within the limits of the right of way; that all felling of timber, yarding and removal of same shall be kept strictly within the right of way,

-3-

and logs shall be removed on right of way to some access road; that penalty for violation of the above restrictions shall be imposed; that any and all merchantable timber, live or dead, standing or down, which is cut, damaged or removed from State land other than said right of way shall be paid for at treble the stumpage prices shown on the cruise; that all reproduction trees 2 to 8 inches in diameter 10 inches above the ground that are damaged or destroyed on state land other than said right of way shall be paid for at treble the price of \$1.00 per tree; and that any dirt, gravel or rock dumped on State land from said right of way shall be paid for at the rate of \$2.00 per yard.

Witness my hand and seal this 4th day of May, A. D., 1956.



Otto A. Case
OTTO A. CASE, Commissioner

NO. 1730-144
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID AUG 23 1956
AMOUNT See affidavit #1730
COUNTY TREASURER
BY *Mabel J. Dietz*

