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RIGHT OF WAY CONTRACT

For and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, WEST TACOMA NEWSPRINT CO., a corporation, whose address is Box 8, Steilacoom, Washington, hereinafter referred to as Grantor, does hereby grant and convey unto CASCADE NATURAL GAS CORPORATION, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, alter and remove a single four inch pipeline for the transportation of oil, gas and products thereof, on and over a right of way fifty feet in width, and to be located as now surveyed and marked on the ground, and generally located as outlined on the attached map identified as Exhibit "A", and crossing the SW 1/4 of SW 1/4, the NW 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4, all in Section 7, Township 22 North, Range 1 West of W. M. in Mason County, State of Washington, together with the right of ingress and egress to and from said pipeline for the purposes aforesaid.

In further consideration of the grant herein made, it is agreed as follows:

1. In laying the said pipeline the Grantee shall clear the full fifty feet of the said right of way, and all trees within said strip are to be completely limbed and bucked to a four inch minimum top diameter and decked along the right of way; said trees shall remain the property of Grantor, and shall have the right to remove same from said right of way.

2. All debris resulting from the land clearing of said right of way shall be piled and burned by Grantee to the complete satisfaction

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of Grantor and of the Department of Natural Resources of the State of Washington, and Grantee shall obtain from said department a Certificate of Clearance.

3. The said pipeline shall be buried at least four feet below the surface.

4. Grantee shall pay to Grantor (in addition to the consideration paid upon the execution hereof) for any damage sustained to standing trees adjacent to the right of way and attributable to the clearing thereof and in addition shall pay to Grantor for any wind-felled trees along said right of way because of exposure, and occurring within eight months of the completion of the clearing of said right of way, at the rate of Ten dollars (\$10.00) per cord (90 cu. ft.).

5. Grantor shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantor agrees 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 Grantor from the exercise of the rights herein granted and occurring subsequent to the initial installation of said pipeline; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantor, its successors, 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.

6. The Grantee shall have the right to assign this grant in whole or in part including, without limitation, the right of assignment under

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any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

7. 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.

8. The terms, conditions and provisions of this contract shall extend to and be binding upon the 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 pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantor has caused this conveyance to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 31st day of July, 1963.

MAX. RECEIPT NO. 14299

WEST TACOMA NEWSPRINT CO.

Wa. Real Estate Tax

PAID 10.00

OCT 10 1963

By Neil S. Robertson
Vice President - General Manager

John
Treasurer

By J. H. Gordon
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 31st day of July, 1963, personally appeared NEIL S. ROBERTSON, and J. H. GORDON to me known to be the Vice President - General Manager and Secretary, respectively, of WEST TACOMA NEWSPRINT CO., the within named

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corporation, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein contained, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



[Signature]
Notary Public in and for the State of
Washington, residing at *[Address]*

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RECORDED / FILED
REEL 10
CLATSOP COUNTY
Nolan Mason
OCT 10 4 01 PM '63

Indexed *[initials]*
Recorded _____
Compared _____
Paged _____

RECEIVED OF:
Cascade Natural
Gas Co.

Mason Count. Title

EXHIBIT "A"
Section 7, T 22 N, R 1 W., W.W.
Yason County, Washington

