

1218 1765 2884

CNG 317

RIGHT OF WAY CONTRACT

Line No. _____
R/W No. _____
State _____
County _____
Roads _____
W. O. No. _____

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, ~~and~~
~~addition thereof as agreed upon by and between the parties hereto, the sum of Five (\$5.00) Dollars to be paid at the time and under the terms~~
hereof, to be paid at the time and in the manner hereinafter set forth, _____

Lewis D Rice and Marilyn Rice, his wife

whose address is 647 South Sixth Street, Redmond, Oregon

whereas address is 5471 BROWN STREET, SEASIDE, CALIFORNIA 94065, do hereby grant and convey unto CASCADE NATURAL GAS 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 and remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, of which Grantors warrant that they are the owners in fee simple, situated in the County of

Klamath; State of Oregon, to-wit:

Lot 7 of Block 4 Chemult, Oregon, Section 21, township 27 South Range. 8 East E.W.M. as recorded in the Klamath County Clerk's book of Deeds Vol. 292 page 494. Klamath County, Oregon.

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 (\$1,000) Dollars per acre 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, pastureage, 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.

Steady-state flow in a pipe is established when the velocity profile is fully developed and the flow is independent of the axial distance. In this case, the velocity profile is parabolic and the flow is laminar. The velocity profile is shown in Figure 1. The flow is independent of the axial distance, so the velocity profile is the same at every cross-section of the pipe.

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 including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

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 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 8th day of Oct, 1964

WITNESSES.

WITNESSES:

Lewis D. Rice (Seal)

Marjorie L. Rice (Seal)

(Seal)

(Seal)

2885

SINGLE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On this day personally appeared before me _____

_____, known to me to be the person described in and who executed the within and foregoing instrument, and duly acknowledged to me that _____ executed and signed the same as _____ free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of _____

My Commission expires _____, 19____.

_____, residing
at _____

JOINT ACKNOWLEDGMENT

STATE OF Oregon }
COUNTY OF Deschutes } ss.

On this day personally appeared before me _____

and Marilyn Rice _____ his wife, known to me to be the persons described in and who executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.GIVEN under my hand and official seal this 8th day of Oct., 1965._____
Notary Public in and for the State of _____My Commission expires 7-22, 1967._____, residing
at Redmond

RIGHT OF WAY CONTRACT

FROM

TO

CASCADE NATURAL GAS CORPORATION

STATE OF OregonCOUNTY OF Klamath

I hereby certify that the within instrument was filed

for record on the 18 day of Oct, 1965at 12:20 o'clock P.M., and was duly recorded inVolume m-65 of Deedsat Page 2884 and examined._____
Lorothy Rogers County Clerk

(Title)

Deputy

Fee 3.00

Rel: Cascade Natural Gas Corp.
202 Fairview Avenue North
Seattle 9, Washington
98109

JOINT ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On this day personally appeared before me _____

and _____ his wife, known to me to be the persons described in and who executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of _____

My Commission expires _____, 19____.

_____, residing
at _____