

28160

VOL. 1768 PAGE 10846

RIGHT OF WAY CONTRACT

Line No. _____
 R/W No. _____
 State _____
 County _____
 Rods _____
 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,
ROBERT ZITEK and ELLA ZITEK, his wife

whose address is _____

hereinafter referred to as Grantors, (whether one or more) 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:

SEE ATTACHED DIScription

Section 12 Township 25 South Range 8 East, W.M. 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 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 24 day of Dec, 1968

WITNESSES:

Robert Zitek

(Seal)

Ella Zitek

(Seal)

(Seal)

(Seal)

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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 he 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____

My Commission expires _____

Notary Public in and for the State of _____

residing _____

JOINT ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Clatsop ss.On this day personally appeared before me Robert Zitek
and Ella Zitek 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 24 day of December, 1968Notary Public in and for the State of OregonMy Commission expires Jan 31, 1970residing Clatsop

RIGHT OF WAY CONTRACT

FROM

TO

CASCADE NATURAL GAS CORPORATION

STATE OF _____

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 _____
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 27, 1968

residing _____

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The North half of the North half of the Northwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 25 South, Range 8 East, W.M., lying East of the Dalles-California Highway, situate in Klamath County, Oregon. An easement 10 feet wide along the following center line description: Beginning at the West quarter corner of Section 1, Township 25 South, Range 8 East, W.M.;

thence N. 04° 16' 00" W. 896.70 feet;
 thence S. 57° 10' 30" E. 922.12 feet;
 thence S. 58° 28' 10" E. 345.39 feet;
 thence S. 56° 57' 45" E. 198.38 feet;
 thence S. 46° 27' 40" E. 184.25 feet;
 thence S. 23° 40' 05" E. 123.78 feet;
 thence S. 10° 03' 05" E. 142.23 feet;
 thence S. 01° 43' 40" E. 798.00 feet;
 thence S. 07° 43' 40" E. 212.44 feet;
 thence S. 20° 46' 00" E. 190.13 feet;
 thence S. 39° 02' 05" E. 737.39 feet;
 thence S. 48° 05' 45" E. 94.89 feet;
 thence S. 62° 24' 40" E. 133.78 feet;
 thence S. 69° 30' 15" E. 325.77 feet;
 thence S. 64° 52' 15" E. 231.24 feet;
 thence S. 56° 50' 55" E. 244.61 feet;
 thence S. 50° 17' 50" E. to the North line of Robert Zitek Property, which is the TRUE POINT OF BEGINNING;
 thence S. 35° 46' 25" E. to the south line of said subdivision.

STATE OF OREGON,) ss
 County of Klamath) ss

Filed for record at request of

Cascade Park & Gas Corp.

on this 16th day of December, A.D. 1968

at 10:55 o'clock P. and duly

recorded in Vol. 268 of Books

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DOROTHY ROGERS, County Clerk

By Charles K. Hartman Deputy
 Fee 4.50

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