

3044
SKAGIT COUNTY, WASHINGTON

Real Estate Transfer Tax

AND Exempt

MAR 8 1957

Amount Paid \$0.00

County of Skagit

548413

VOL 285 PAGE 181

RIGHT-OF-WAY DEED

1 The undersigned, GERALD L. MUNKS, Grantor, in considera-
2 tion of the sum of Ten Dollars (\$10.00) paid to Grantor, the re-
3 ceipt of which is hereby acknowledged, and in consideration of
4 the covenants and conditions herein mentioned to be kept and per-
5 formed by THE TEXAS COMPANY, a Delaware corporation, hereinafter
6 called "Grantee," does hereby grant and convey to Grantee, its
7 successors and assigns, the right, privilege, and easement upon
8 the property of Grantor described in Paragraph First below for a
9 right of way on, over, under, and through a strip of land as
10 described in Paragraph First below for the laying down, construc-
11 tion, operation, maintenance, inspection, alteration, removal,
12 replacement, reconstruction, and repair of pipe lines (without
13 limit as to number) for the transportation of oil, gas, petroleum
14 products, water, and any other substance, and for the construc-
15 tion, operation, maintenance, inspection, alteration, removal,
16 replacement, reconstruction, and repair of telephone and/or
17 telegraph lines, together with the right of ingress and egress
18 to and from the said right of way for its servants, agents, con-
19 tractors, and subcontractors for all purposes necessary or inci-
20 dental to the exercise and enjoyment of the rights herein granted
21 as and from the date hereof and so long thereafter as the Grantee,
22 its successors or assigns, desires to exercise the rights and
23 privileges hereby granted on the following terms, stipulations,
24 and conditions, which are hereby mutually covenanted and agreed
25 to by and between the Grantor and the Grantee:

26 FIRST: The property of Grantor above referred to is
27 situated in Skagit County, State of Washington, being more par-
28 ticularly described as follows:

29 A strip of land 100.0 feet in width in the south
30 half of Government Lot 7, Section 32, Township 35
31 North, Range 2 East, W.M., described as follows:
32

Beginning at the intersection of the north line of said subdivision with the west right of way line of the Great Northern Railway Co. spur running into the Shell Oil Co. Refinery; thence running southwardly along said railroad right of way 40.01 feet to a point of beginning; thence continuing southwardly along said right of way line 100.03 feet; thence N 89°18'45" W parallel to the north line of said subdivision to a point on the east right of way line of March's Point and Burrows Bay Road; thence N 12°21'30" W along the east right of way line of March's Point and Burrows Bay Road 82.65 feet to a point; thence with a curve to the right with a radius of 17.7 feet to a point 20.0 feet east of said right of way line; thence S 89°18'45" E to the west right of way line of the Great Northern Railway Co. spur running into Shell Oil Co. Refinery, the point of beginning.

SECOND: Grantee shall bury all pipe lines to a depth of two and one half (2-1/2) feet below the surface of the ground so as to permit cultivation of the surface of the land, and all telephone and telegraph lines shall be of sufficient height as not to interfere with the cultivation of the land, provided, however, that Grantee may maintain upon, in, and under that portion of the above-described property lying not more than seventy-five (75) feet east of the east right-of-way line of said March's Point and Burrows Bay Road a valve pit or pits which will be covered with a removable cover.

THIRD: Grantor may cross said right of way with a farm driveway, water pipe line, and overhead or buried power lines, provided, however, that the construction, maintenance, and use of any such driveway, water pipe line or overhead or buried power line shall not interfere with the rights granted to Grantee hereunder.

FOURTH: All pipe lines, valves, telephone and telegraph lines brought onto, laid, or erected upon or buried in or under the right of way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the land, and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors or assigns.

1 FIFTH: All rights hereby granted and conveyed to
2 Grantee may be exercised from time to time in the discretion of
3 Grantee.

4 SIXTH: Except as provided in Paragraph Third hereof,
5 the Grantor shall not, without the prior written consent of the
6 Grantee, excavate, drill, install, erect, or permit to be exca-
7 vated, drilled, installed, or erected on or under the said right
8 of way any pit, well, foundation, pavement, or other structure
9 or installation, nor do any mining, quarrying, drilling, or other
10 work or activity of any nature on, in, or under the property which
11 will affect the use and enjoyment of the right of way by the
12 Grantee for the uses and purposes herein granted, but otherwise
13 the Grantor shall have the right to fully use and enjoy the said
14 right of way except as the same may be necessary for the purposes
15 herein granted to the Grantee.

16 SEVENTH: Each of the parties hereto shall have the
17 absolute right to assign, transfer, and convey all rights, priv-
18 ileges, and benefits accruing hereunder subject always to the
19 terms hereof.

20 IN WITNESS WHEREOF, the Grantor has executed this
21 instrument and the Grantee has caused its corporate name to be
22 hereto subscribed this 4th day of March, 1957.

23 Gerald L. Munks
24 (Gerald L. Munks)
25 Grantor

26
27 THE TEXAS COMPANY

28 By J. V. Woods
29 Vice President

30 Attest: E. B. Liles
31 Assistant Secretary

32 Grantee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.

On this 4th day of March, 1957, before me personally appeared J. T. Wood, Jr. and E. B. Liles, to me known to be the Vice President and Assistant Secretary of The Texas Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was 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 official seal the day and year herein first above written.

Florence L. Liles
NOTARY PUBLIC in and for
said County and State.
My Commission Expires May 13, 1958

STATE OF WASHINGTON
COUNTY OF SKAGIT

ss.

On this day personally appeared before me Gerald L. Munka, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of March, 1957.

W. C. Wells
NOTARY PUBLIC in and for the
State of Washington,
residing at Anacortes

RECEIVED FOR RECORD AT

3:47 P. M. Mar 8 1957
at request of Skagit Island Counties
EDW. DANIELSON, Auditor Litch Co.
Skagit Co., Washington