

558061

RIGHT-OF-WAY DEED
(Correction Deed)

The undersigned, GERALD L. MUNKS, Grantor, in consideration of the sum of One Hundred (\$100.00) Dollars, to be paid to the Grantor on or before January 10, 1958, and in consideration of the covenants and conditions herein mentioned to be kept and performed by THE TEXAS COMPANY, a Delaware corporation, hereinafter called Grantee, does hereby grant and convey to Grantee, its successors and assigns the right, privilege and easement upon the property of the Grantor described in Paragraph FIRST below for a right-of-way on, over, under and through a strip of land as described in Paragraph FIRST below for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and repair of pipe lines (without limit as to number) for the transportation of effluent, waste water and water, together with the right of ingress and egress to and from said right-of-way for its employees, servants, agents, contractors and subcontractors for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted as and from the date hereof and so long thereafter as the Grantee, its successors and assigns desires to exercise the rights and privileges hereby granted on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee.

FIRST: Property of Grantor over which this easement is given is situated in Skagit County, State of Washington, and is more particularly described as follows:

A strip of land ten feet wide laying immediately east of and parallel to the east right-of-way line of the March's Point-Burrows Bay Road, within Government Lots 6 and 7, Section 32, Township 35 N, Range 2 E, W.M. terminated on the south at a point on said right-of-way line, bearing S 68° 40' W from Great Northern Railway Company Sta. 393 plus 94, and terminated on the north at a point on said right-of-way line 140 feet south of the north line of the south half of said Government Lot 7, excluding therefrom the portion of the land owned by the Great Northern Railway Company.

SECOND: Grantee shall bury all pipe lines to a depth of one and one-half ($1\frac{1}{2}$) feet below the surface of the ground.

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

FOURTH: All pipe lines and appurtenances brought on to, laid, 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.

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

SIXTH: Except as provided in Paragraph THIRD hereof, the Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect, or permit to be excavated, drilled, installed, or erected on or under the said right-of-way any pit, well, foundation, pavement, or other structure or installation, nor do any mining, quarrying, drilling

or other work or activity of any nature on, in or under the property which will affect the use and enjoyment of the right-of-way by the Grantee for the uses and purposes herein granted but otherwise the Grantor shall have the right to fully use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

SEVENTH: Grantee agrees, at its expense, to restore any fences or other improvements damaged as a direct result of the construction of pipe lines on the property over which the easement herein is granted to as good condition as they now are.

EIGHTH: Each of the parties hereto shall have the absolute right to assign, transfer, and convey all rights, privileges and benefits accruing hereunder, subject always to the terms hereof.

NINTH: This Right-of-Way Deed is a Correction Deed executed for the purpose of correcting a mistake in the description in the original Right-of-Way Deed, dated August 28, 1957, and recorded in Volume 289 of Deeds, page 546, as instrument No 556681, Records of Skagit County Auditor.

IN WITNESS WHEREOF, the Grantor has executed this instrument and the Grantee has caused its corporate name to be hereto subscribed this 15th day of October, 1957.

Gerald L. Munks
GERALD L. MUNKS
GRANTOR

THE TEXAS COMPANY

By J. A. Tucker
Vice President J. A. TUCKER

Attest: E. B. Liles
Assistant Secretary E. B. LILES
GRANTEE

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss

On this day personally appeared before me GERALD L. MUNKS, 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 15th day of October, 1957.



Gerald L. Munks
NOTARY PUBLIC in and for the State
of Washington, residing at Andover

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On this 25th day of October, 1957, before me personally appeared J. A. TUCKER and

E. E. 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.

My Commission Expires August 16, 1958

Esther V. Bozanic
NOTARY PUBLIC in and for Esther V. Bozanic
said County and State.

RECEIVED FOR RECORD AT

11:11:21 Nov 4 1957

at request of Paul Datzner
EDW. DANIELSON, Auditor
Skagit Co., Washington