



BOOK 78 PAGE 38
SAFECO TITLE INSURANCE COMPANY

NAME _____

ADDRESS _____ REG-STER _____

CITY AND STATE _____ INDEXED: _____

REGISTERED
INDEXED: DIV.
INDIRECT:
RECORDED:
DISPATCHED
FILED

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED IN

Joe Kucperaki
Attorney at Law

AT 15 M 4-21 1980

WAG RECORDED IN BOOK 278

OF Alaska AT PAGE 138

RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

THE GRANTOR S MEL E. STEWART and VERNA M. STEWART, husband and wife,

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration.

conveys and quit claims to J. LAWRENCE SKAAR and EVELYN L. SKAAR, husband and wife, all of their rights under that certain Right of Way Easement

between Lawrence Skaar, then a single man, as Grantor, and Mel E. Stewart and Verna M. Stewart, husband and wife, as Grantees, dated November 10, 1964 and recorded November 24, 1964 in Book 53 of Deeds, Pages 368-370, under Auditor's File No. 64262, records of Skamania County, Washington, a copy of which is annexed hereto marked Exhibit "A" and incorporated as fully as though set forth herein.

Dated March 26, 1980.

Michael J. Stewart
(Individual)
Michael J. Stewart
(Individual)

By _____
(President)

By _____
(Secretary)

STATE OF WASHINGTON
COUNTY OF Skamania

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me MEI
E. STEWART and VERA M. STEWART,
husband and wife,
to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowl-
edged that they
signed the same their
free and voluntary act and deed, for the uses and purposes
therein mentioned.

On this _____ day of _____, 18____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____ President,
and _____ Secretary, respectively, of

GIVEN under my hand and official seal this 26th
day of March 1980.

the corporation that executed the 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 on oath stated that _____ authorized to execute the said instrument; and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed this day and

Notary Public in and for the State of Washington, residing at _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the Grantor, LAWRENCE SKAAR, a single man, in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant, bargain and sell and convey to MEL E. STEWART and VERNA M. STEWART, husband and wife, of Route 1, Box 67-A, Stevens, Washington, their heirs and assigns forever an easement for the purpose of constructing, maintaining and operating a reservoir for the storage of water situate and being within an area thirty (30) feet in width and extending the length of the following described center line of said area:

Skamania County, State of Washington
Beginning at a point 90.2 feet South and 465.8 feet East of the Northwest corner of Section Twenty-Five (25), Township Three (3) North, Range Seven (7) East of the Willamette Meridian; running thence in a Southeasterly direction to a point which is 152.4 feet South and 602.3 feet East of the Northwest corner of said Section Twenty-five (25).

Grantor does further grant, bargain, sell and convey to Grantees, their heirs and assigns forever, an easement for the construction, maintenance and replacement of a line of pipe for the transmission of water fifteen (15) feet in width of which the following is a center line thereof:

SKAMANIA COUNTY, STATE OF WASHINGTON

Beginning at a point 152.4 feet South and 602.3 feet East of the Northwest corner of Section twenty-five (25), Township Three (3) North, Range Seven (7) East of the Willamette Meridian; thence South 37°21' East 115 feet; thence South 30°36' East 243.6 feet; thence South 13°58' East 126.7 feet; thence South 0°12' 74.5 feet; thence South 15°56' East to the South boundary of the North half of the Northwest Quarter of the Northwest Quarter of said Section Twenty-five (25), Township Three (3) North, Range Seven (7) East of the Willamette Meridian.

Grantor does finally grant, bargain, sell and convey unto the Grantees, their heirs and assigns forever, an easement for the purpose of constructing, maintaining and operating a reservoir for the storage of water in and to the following described real estate situate in Skamania County, State of Washington:

Right of Way Easement:

Page Two.

Beginning at the Southern terminus of the aforescribed pipe line easement center line and running thence West 50 feet; thence North 15° 56' West 50 feet; thence East 50 feet, more or less, to the aforescribed pipe line easement center line; thence following the aforescribed pipe line easement center line Southerly to the point of beginning.

Grantee(s), their heirs and assigns, shall have the right to go upon said right of ways at any time to construct and to make any and all repairs or changes necessary in the operation and maintenance of said line of pipe and reservoirs.

The Grantor, his heirs or assigns, shall have the right to utilize such strip of real property for any purpose that does not interfere with the maintenance or operation of said line of pipe. It is understood and agreed that in the event Grantor shall utilize said strip of real estate, the Grantees, their heirs or assigns, shall not be liable for damages to Grantor's property as a result of operating, maintaining, inspecting or repairing said line of pipe.

Grantees agree to pay Grantor during his lifetime, a monthly fee for such easement, which fee shall be computed on the basis of \$2.50 a month per each dwelling served with water through the line of pipe aforescribed, the total monthly fee, however, shall never exceed \$25.00 per month. Such fees shall commence as of October 1, 1964, and shall be due and payable on the 1st day of each month thereafter during Grantor's lifetime. Each monthly fee shall be computed on the number of services in operating during the full prior month. The Grantor agrees that the Grantees shall have the right to fence the boundaries of the aforescribed reservoirs, providing such fencing is installed and maintained at Grantees' sole expense.

It is agreed that if at any time the Grantees, their heirs or assigns, should abandon said right of ways or no longer require same for pipe line or reservoir purposes as herein stated, said right of ways shall, without any act upon the part of the Grantor, divert to the Grantor, his heirs, executors, successors or assigns, as owners of the adjoining and abutting property from which said right of ways were originally given.

Right of Way Easement:

Page Three.

To Have and To Hold the same to the said Grantees, their heirs, and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 11 day of October, 1964.

Re: 11-64

TRANSACTION EXCISE TAX

NOV 24 1964

Amount Paid of Excise Tax

Paid 1.45 in cash

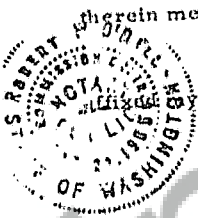
STATE OF WASHINGTON)

COUNTY OF CLARK) ss.

Lawrence Skaar
LAWRENCE SKAAR

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of October, 1964



Notary Public
NOTARY PUBLIC in and for the State
of Washington. Residing at Camas.