

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

feet; thence S. 5° 27' 00" W. a distance of 211.79 feet; thence S. 16° 48' 00" E. a distance of 195.35 feet; thence S. 2° 56' 00" W. a distance of 469.78 feet to a point on the private gravel road; thence following said private gravel road S. 20° 37' 00" E. a distance of 359.64 feet; thence S. 12° 58' 00" W. a distance of 313.95 feet; thence S. 4° 10' 00" E. a distance of 590.51 feet; thence S. 22° 46' 00" E. a distance of 259.49 feet to a point on the county road, said point being S. 85° 08' 00" W. a distance of 359.36 feet from the center of said Section 19.

Subject to the lien of the 1941 taxes which the grantors agree to pay and against which the grantors undertake and agree to indemnify and hold the grantee harmless.

Subject to the water rights and mineral reservations contained in the patent, recorded in Book "B" of Patents, page 167, records of Skamania County, Washington.

Subject to the reservation in deed, recorded in Book 27 of Deeds, page 588, records of Skamania County, Washington.

It is understood and agreed that the UNITED STATES OF AMERICA, its agents or assigns, shall have the right to appropriate from any lands of the undersigned, such timber and rock as may be necessary for the construction and repair of said road.

It is further understood and agreed that the undersigned, their heirs and assigns will be permitted the right of ingress and egress over and across said road to be exercised in a manner that will not interfere with the construction, operation and maintenance of the Bonneville- Coulee transmission line.

The United States of America, its agents or assigns, shall not have exclusive use of said road but existing rights therein shall remain and be recognized.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

We covenant with the UNITED STATES OF AMERICA that we are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever, except as to the reservations contained in said patent, and except the reservation contained in the deed from Skamania County, Washington.

DATED this 27th day of September, 1940.

WITNESSES:

C. H. Estes

STATE OF WASHINGTON)
County of Klickitat) ss

I. R. Ziegler
I. R. Ziegler

Jessie E. Ziegler
Jessie E. Ziegler

On the 27th day of Sept., 1940, personally came before me, a notary public in and for said County and State, the within named I. R. ZIEGLER and JESSIE E. ZIEGLER, his wife to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(Notarial seal affixed)

C. H. Estes

Notary Public in and for the State of
Washington
Residing at White Salmon, Wash.
My commission expires: Feb. 17-1941

Filed for record November 26, 1940 at 3-10 o'clock p.m. by Grantee.

Malcolm J. Rose
Skamania County Auditor.