

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 18271

#39077

Mollie M. Miller et al to W. C. McCall

WARRANTY DEED

THE GRANTORS, MOLLIE M. MILLER, a widow, and LEE M. MILLER and DELLA B. MILLER, husband and wife, for and in consideration of the sum of Ten (\$10.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do hereby convey and warrant unto W. C. McCALL that certain real property situate in the County of Skamania, State of Washington, particularly described as follows, to-wit:

Beginning at a point 708.6 feet East of the corner to sections 17, 18, 19 and 20 in Township 1 North of Range 5 East of the Willamette Meridian, and running thence South 142.4 feet; thence South 84° 30' West 162 feet; thence North 73.45 feet, more or less, to the South boundary of the Evergreen Highway right of way; thence Northeasterly along said South boundary to the point of beginning, containing approximately .45 of an acre,

TOGETHER with an easement for the use of water under the conditions hereinafter set out from a certain spring located 606 feet North and 90 feet East from the Southwest corner of Section 17 in Township 1 North of Range 5 East of the Willamette Meridian, with an easement for a 3/4" water line beginning at said spring and running thence South 38° 27' East 616.2 feet; thence South 100 feet, more or less, to the South line of said section, said easement to cover a strip of land not to exceed five feet in width, of which the within described course is the center line.

In the exercise of the easement for water as hereinabove set out, it is agreed that the Grantee will not in any way injure or interfere with existing facilities of other users of said spring; that a line no larger than a 3/4 inch line shall be maintained by the Grantee over said easement, and any other arrangement now existing or hereafter permitted shall be at sufferance only of the Grantors; that when constructed said pipe line shall be below the plow line, and that the water therefrom shall be used only for domestic purposes and the operation of a garage unless a sufficient amount is available for other purposes which will not affect the rights of other users. Said easement is to be considered a joint easement for the use of the Grantors and to any other persons or parties to whom such or similar rights may be granted; and the Grantors reserve the right to use such easement for similar or other purposes not detrimental thereto, together with the use of the surface of said easement for cultivation, without prejudice, however to the free access of the Grantee thereto for the purpose of maintenance.

The Grantors further reserve the right that in case they or their successors in interest may desire to use such easement, or any portion thereof, for purposes which would make it impracticable to leave the line in that location, to move said line to another location and reestablish the service in as good condition as it was prior to such removal, all at their own expense, and such easement shall thereafter be considered as being five feet in width, the center line of which shall be the location of the pipe line.

This conveyance is made in consummation of a certain Agreement dated the 13th day of March, 1944, wherein the Grantors herein agreed to sell the within described real estate to the Grantee herein, and covenants of warranty are not to be construed as warranting against taxes, liens or assessments or acts of the Grantee subsequent to said date.

Dated this 9th day of September, 1948.

Mollie M. Miller
Lee M. Miller
Della B. Miller

STATE OF WASHINGTON)
COUNTY OF CLARK) SS.

THIS IS TO CERTIFY That upon this 9th day of September, 1948, personally appeared before me, the undersigned authority, MOLLIE M. MILLER, a widow, and LEE M. MILLER and DELLA B. MILLER, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument, and they did acknowledge to me that they signed