

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

Grantors, and LESTER A. BURNS and BLANCHE I. BURNS, husband and wife, hereinafter called the Grantees,

W I T N E S S E T H:

WHEREAS, Grantees have heretofore, by virtue of permission granted them by the Grantors, established a roadway over certain lands owned in fee simple by the Grantors, and who now desire to make such roadway permanent:

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) dollar, receipt of which is hereby acknowledged, together with other good and sufficient considerations, to-wit: The agreement to build a new fence on the property line (North and South) between the properties of the Grantors and the Grantees, said Grantees to furnish and use good Cedar wood posts and woven wire of accepted standard in wire fencing. Said fence to be built wholly at the expense of said Grantee, and in a good and workmanlike manner, and finished at a date not later than December 31st, 1945, said Grantors, hereby convey unto the Grantees, their heirs, executors and assigns, a perpetual easement, which shall henceforth run with the land owned by the Grantees over the Northeasterly corner of the following described land owned by the Grantors:

Commencing at the Southwesterly corner of Section 32, Township 2 North, Range 5 East of the Willamette Meridian; thence North 483 feet to the point of beginning; thence East 770 feet; thence North 864 feet to the center of the county road; thence Southwesterly following the center of said county road to the intersection of said road with the West line of Section 32; thence South 497 feet to point of beginning, and situate in Skamania County, State of Washington.

It is understood that time is of the essence of the agreement contained herein and that this Easement shall not be in full force and effect till and until all parts of the said consideration agreement, as expressed herein shall have been wholly and completely fulfilled.

It is further understood that this Easement shall be over the roadway now in use; the center of said easement shall intersect the East boundary of the above described property owned by the Grantors approximately one hundred twenty-one feet (121) from the center of the county road, known as the Burns road, which forms the North Boundary of said property, and shall intersect the said North boundary of the property of the grantors approximately one hundred twenty (120) feet from the Northeast corner of said property; said road shall be maintained in the most direct and practical route between the two (2) points of intersection.

The grantees, their heirs, executors and/or assigns may go onto said roadway and shall keep the same in good condition and shall absolve the Grantors from any and all expense in connection therewith whatsoever.

GRANTORS.

Russell A. Bemis

Lillian E. Bemis

STATE OF CALIFORNIA) ss;
COUNTY OF SOLANO

On this day personally appeared RUSSELL BEMIS and LILLIAN BEMIS, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, voluntarily and without coercion whatsoever, and for the purposes herein mentioned.

Given under my hand and official seal this 23rd day of February, A. D. 1945.

(Notarial seal affixed)

May E. Gates
NOTARY PUBLIC

Filed for record April 29, 1948 at 11-25 a.m. by Lester A. Burns.

John E. Shafter
Skamania County Auditor