

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTG. CO. 102512

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COMPANY, a corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to it in hand paid, conveys and quit claims to CHET PARKER and LOIS PARKER, husband and wife, the following described real property situated in Skamania County, Washington, to-wit:

The Northeast Quarter of the Southwest Quarter of Section 26, Township 2 North, Range 5, E.W.M., and also beginning at the Southeast corner of Section 26, Township 2 North, Range 5, E.W.M., thence North along the section line, fourteen hundred feet for the true point of beginning; thence running west to the west line of the Southeast Quarter of said section; thence North to the Northwest corner of the Southeast Quarter of said section; thence East to the Northeast corner of the Southeast Quarter of said section; and thence South to the said point of beginning which is 1400 feet north of the Southeast corner of said section.

ALSO, the Northwest Quarter of the Northeast Quarter; the North Half of the Southwest Quarter; the Southwest Quarter of the Northwest Quarter; the North Half of the Northwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 2 North, Range 5, E.W.M.

ALSO, all timber and logs, whether standing or down and of every kind and description and only the timber on the following described property situated in Skamania County, Washington, to-wit:

All that portion of the Northwest Quarter of the Southwest Quarter, lying East of the center line of the Washougal River in Section 26, Township 2 North, Range 5, E.W.M., and the Southwest Quarter of the Northeast Quarter of Section 25, Township 2 North, Range 5, E.W.M.

The above conveyance is subject to the following easements, restrictions and conditions, to-wit:

1. Right-of-way acquired by the United States of America for the Bonneville Power transmission line in condemnation proceedings had in the District Court of the United States for the Western District of Washington, Southern Division, Cause No. 34, a certified copy of the judgment on declaration of taking therein dated February 3, 1939, being filed February 6, 1939, at Page 319 of Book 27, Deed Records of Skamania County, Washington.

2. An unacknowledged easement for a forest protection road granted to the State of Washington, Division of Forestry, by Skamania County, Washington, over and across a portion of the property herein conveyed to-wit:

The northwest quarter of the northeast quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ), the north half of the northwest quarter ( $N\frac{1}{2} NW\frac{1}{4}$ ), and the southwest quarter of the northwest quarter ( $SW\frac{1}{4} NW\frac{1}{4}$ ) of Sec. 25, Township 2 North, Range 5 E.W.M.

3. A perpetual easement over property described above reserving to the grantors for their use and the use of their successors and/or assigns, for the installation and maintenance of a pipe line, conduit, penstock, and flume, for the transmission of water for the operation of a hydro-electric power plant now owned and operated by the grantors on the following described real property situated in Skamania County, Washington, to-wit:

All that portion of the Northwest Quarter of the Southwest Quarter, lying east of the center line of the Washougal River in Sec. 26, Township 2 North, Range 5, E.W.M., and the Southwest Quarter of the Northeast Quarter of Section 25, Township 2 North, Range 5, E.W.M.,

along a line and route where the said pipe line, penstock, flume or conduit is presently located, and for an additional land area contiguous thereto and extending for a distance of twenty-five (25) feet in width on each side thereof.

4. An easement for the use and benefit of the grantors, their successors and/or assigns, over and across any and all of the property herein conveyed over existing roads and roadways, whether public or private, to allow access on the part of the grantors, their successors and/or assigns, or agents, to any or all portions of the above mentioned pipe line, penstock, conduit, or flumes and the area adjacent or contiguous thereto, for the purpose of the maintenance, operation, repairing, replacement, relocation and/or new construction or reconstruction of said lines.

5. The grantors, their successors and/or assigns, shall have and retain a first right of refusal for a period of five (5) years from date hereof of reacquiring or re-purchasing any of the property herein described by either fee ownership or easement, which they may need or which in their judgment may be deemed useful or helpful in the reconstruction, relocating or rebuilding or the construction, maintenance or repairing of any portion of present or future pipe line, flume or conduit and penstock, together with full right of access to and from such additional area, provided, however, that the use and/or acquisition of any such additional area shall in no manner interfere with the purchasers, their successors and/or