

## WARRANTY DEED

## LIMITED ACCESS

IN THE MATTER OF Primary

State Highway No. 8, Wind River to Wind Mountain

KNOW ALL MEN BY THESE PRESENTS, That the Grantor s

FRANK E. WITTENBERG and JOAN G. WITTENBERG, husband and wife of  
Home Valley, Washington.

for and in consideration of the sum of Ten (10.00) - - - - - Dollars,  
and other valuable considerations  
in hand paid, the receipt whereof is hereby acknowledged, hereby convey and warrant to the STATE  
OF WASHINGTON, the following described real estate situated in SKAMANIA  
County, in the State of Washington:

All that portion of the following described Parcel "A"  
lying Southwesterly of a line described as follows: Beginning at a point on the  
Westerly boundary of said Parcel "A" that is 185 feet distant Northeasterly, when  
measured at right angles, from the center line of Primary State Highway No. 8, Wind  
River to Wind Mountain, thence Southeasterly parallel with said center line to a  
point opposite Highway Engineer's Station 353+50, thence South 42° 20' 21" East  
to the Easterly boundary of said Parcel "A".

The hereinabove mentioned Parcel "A" is described as  
follows: Commencing at the southeast corner of the Gunnar Johnson tract in Section  
27, Township 3 North, Range 8 E.W.M., the said point being 1010 feet west of the corner  
to Sections 26, 27, 34 and 35, in said township and range; thence from said initial  
point west 89.2 feet; thence north 66° 31' west along the northerly line of State Highway  
right of way 255.6 feet; thence north 31° 53' east 92.8 feet; thence north 18° 25' east  
141.5 feet; thence north 11° 43' west 231.8 feet; thence north 05° 06' east 140 feet; thence  
east 264 feet; thence south 682 feet to the point of beginning, containing 4.4 acres  
more or less.

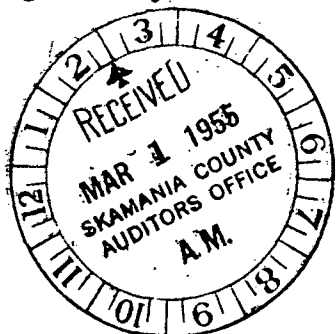
The lands being conveyed herein contain a total area of  
0.86 acres, more or less, the specific details concerning all of which are to be found within  
that certain map of definite location now of record and on file in the office of the  
Director of Highways at Olympia and bearing date of approval June 29, 1954, revised  
January 25, 1955.

Also, the grantors herein convey and warrant to the  
State of Washington all rights of ingress and egress ( including all existing, future  
or potential easements of access, light, view and air) to, from and between Primary  
State Highway No. 8, Wind River to Wind Mountain and the remainder of said Parcel "A"  
EXCEPT, as a part of the consideration for this transaction the grantee agrees to  
construct on its right of way a frontage road as shown on Sheet 2 of 3 sheets of the  
above mentioned map of definite location, and to which frontage road only, the  
grantors, their heirs, and assigns reserve a right of reasonable access, any  
APPROACH to said frontage road to be maintained between the right of way line and the  
shoulder line of said frontage road by the grantors, their heirs, successors and assigns.

Also the grantors herein do hereby grant and warrant unto  
the State of Washington the right, permit, license and easement to enter upon the  
grantors remaining lands for the purpose of constructing an approach from said highway  
frontage road and a road not to exceed 14 feet in width, from said approach to the  
road in front of the garage as presently located. The State of Washington agrees to  
construct above mentioned approach and road and surface with asphalt.

It is expressly intended that these covenants, burdens  
and restrictions shall run with the land and shall forever bind the grantors, their  
heirs, successors or assigns.

The Grantors herein reserve the right to remove the  
improvements from the lands herein conveyed, assuming all liability to persons and/or  
property connected with said removal, at any time until May 1, 1955; however on said date,  
all improvements yet remaining, or partially remaining upon said lands shall become the  
property of the State of Washington and all rights of the Grantors to said improvements  
shall then cease and terminate. It being understood and agreed that the State of Wash-  
ington, its authorized agents or assigns, shall have the right to enter upon the abutting  
lands of the grantors, where necessary to accomplish the removal of said improvements.



It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Right of Way Engineer.

Dated this 3 day of February, 1955

Accepted and approved FEB 19 1955

STATE OF WASHINGTON  
DEPARTMENT OF HIGHWAYS

By

*Frank M. Storching*  
Right of Way Engineer.

STATE OF WASHINGTON,

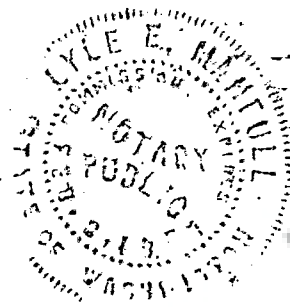
County of Skamania } ss

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 3 day of February, 1955 personally appeared before me Frank E. Wittenberg and Joan G. Wittenberg

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed 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.

*Lytle E. Marshall*  
Notary Public in and for the State of Washington,  
Residing at: Vancouver



# WARRANTY DEED

FROM

Frank E. Wittenberg et ux

TO

STATE OF WASHINGTON

IN

Skamania County

STATE OF WASHINGTON } ss  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Wm. State Highway Comm.

OF Olympia, Wn.

AT 2-30 P.M. March 1, 1955

WAS RECORDED IN BOOK 39

OF Page 261 AT PAGE 261

RECORDS OF SKAMANIA COUNTY, WASH.

Alice L. Berg

COUNTY AUDITOR

BY M. Kelly DEPUTY

When recorded mail to

DEPARTMENT OF HIGHWAYS

OLYMPIA, WASH.

Primary State Highway No. 8

Wind River to Wind Mountain

REGISTERED X

INDEXED DIR. K

INDIRECT K

RECORDED X

COMPARED

MAILED

OLYMPIA, WASHINGTON



STATE PRINTING PLANT

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