

DEED OF FURTHER ASSURANCE

THIS INDENTURE, MADE and executed at Hogwain, Grays Harbor, State of Wash., this 1st day of Nov., one thousand nine hundred and 61, by and between James D. McLeod, grantors, and the United States of America whose post office address in Washington, D. C., and its assigns, grantee.

Whereas the said grantors are the claimants of a mineral location known as Sooty Bay covering that certain tract of land situated in Sec. 17, T. 5N, R. 5E, W.M., in the county and State aforesaid and within the exterior boundaries of the Gifford Pinchot National Forest as described and shown on the plat hereto attached and made a part hereof, and

Whereas the said grantors have agreed, in consideration of the sum of \$1.00 to be paid to them by the said grantee, to grant an easement or right-of-way for a road over and across the said tract of land embraced in their said mining claim,

NOW THEREFORE THIS INDENTURE WITNESSETH:

That for and in consideration of \$1.00, the receipt of which is hereby acknowledged, the party of the first part do hereby grant, bargain, sell and convey unto the party of the second part and its assigns an easement for a highway, telephone line, pipe line, and other facilities, 100 feet in width, with as much additional width as may be required for adequate cuts and fills, over and across the following described land, located on the ground according to the survey line, the figures, measurements, and other references shown on the plat hereto attached and made a part hereof.

And the said grantors further covenant and agree for themselves and their heirs, executors, administrators, successors and assigns and for all and every person or persons whomsoever lawfully or equitably deriving any estate, right, title or interest of, in, or to the hereinbefore granted premises by, from, under or in trust or otherwise that they or each of them shall and will, prior to, or upon the issuance of a patent by the United States of America to the land on which this right-of-way is situated, or at any time or times thereafter, upon the request of an authorized agent of the grantee, make, do, and execute, or cause to be made, done and executed, all and such further or other lawful acts, conveyances, instruments, and assurances in the law for the better and more effectual vesting and confirming the premises hereby granted in and to the grantee as the grantee or its agents may require, Provided, if at any time hereafter the said easement and right-of-way shall

be abandoned by the United States of America or its assigns, the rights and privileges hereby granted shall cease and terminate and the land traversed thereby shall be freed from said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHEREOF the grantors have executed this instrument at Hogueson, County of Grays Harbor State of Washington on the day and year first above written.

James D. McLeod (SEAL)

\_\_\_\_ (SEAL)

State of Washington )  
County of Grays Harbor ) ss.

On this day personally appeared before me \_\_\_\_\_

James D. McLeod,  
to me known to be the identical individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 10th day of November, 1961.

Arvid S. Anderson  
Notary Public in and for the  
State of Washington  
Residing at Hogueson  
My commission expires July 24-1963

RIGHT OF WAY PLAT  
GIFFORD PINCHOT NATIONAL FOREST

T. 5 N., R. 5 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE: 1 IN. = 400 FT.

PUNY CREEK ROAD N524

