

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this day between
 MARSHALL J. SHIELDS and ^{Pearl} ~~Lois~~ SHIELDS, husband and wife, here-
 inafter called " Grantors " and EDWARD M. WESTHEFER and
 BERNICE F. WESTHEFER, husband and wife, hereinafter called
 " Grantees ", WITNESSETH:

WHEREAS, Grantors are the owners of a tract of land
 located in the Southeast Quarter of the Northwest Quarter of Section
 Thirty-two (32), Township Two (2) North, Range Five (5) East of the
 Willamette Meridian, Skamania County, Washington, hereinafter
 called the " Servient estate "; and

WHEREAS, Grantees are the owners of the following
 described real estate in Skamania County, Washington, to-wit:

All that portion of the Northeast Quarter of the South-
 west Quarter of Section Thirty-two (32), Township
 Two (2) North, Range Five (5) East of the Willamette
 Meridian, lying East of the North Fork and North of
 the East Fork of the Washougal River, Skamania
 County, Washington.

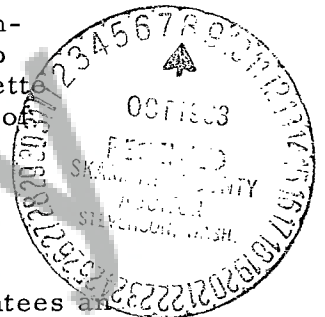
hereinafter called the " Dominant Estate "; and

WHEREAS, Grantors desire to grant to Grantees an
 easement for a water pipe line over and across the portion of the
 servient estate according to the terms and conditions hereinafter
 set forth;

NOW, THEREFORE, in consideration of the sum of
 One Dollar (\$1.00) and other valuable considerations and the mutual
 promises contained herein, the parties hereto agree as follows:

1. Grantors do hereby grant and convey to Grantees a per-
 manent and perpetual easement over and across the servient estate des-
 cribed above for the uses and purposes and upon the conditions hereinafter
 set forth.

2. Said easement shall be for the purpose of constructing; main-
 taining, repairing and replacing a water pipe line not to exceed one and
 one-half inches in diameter and to transport water through said pipe line



Grant of Easement:

Page Two.

to the dominant estate for use upon the dominant estate. Grantees shall also have the right to go upon the servient estate for such purposes.

3. Said pipe line shall be constructed and maintained by Grantees in a location within sixty (60) feet of County Road No. _____, also known as Burns Road, and at such depth as not to interfere with Grantors' use of the servient estate.

4. Grantors shall have no obligation with respect to the installation or maintenance of said pipe line or the cost thereof. However, Grantors shall have the right to tap into said water pipe line and to take water therefrom (for use on the servient estate only) in such amount as they desire so long as Grantees are supplied with at least .01 cubic feet per second of water. Should Grantors tap into said pipe line as above provided, they will thereafter pay a proportionate share of the cost of pumping, maintenance, repair and replacement of said pipe line.

5. This Easement Agreement shall bind ^{and} ~~the~~ inure to the benefit of the parties hereto, their heirs and assigns of the dominant and servient estates described above.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this _____ day of November, 1962.

Marshall J. Shields
Pearl Shields

STATE OF IDAHO)
) ss.
COUNTY OF Bonner

^{Pearl} On this day personally appeared before me Marshall J. Shields and ~~his~~ Shields, husband and wife, 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 and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16 day of November, 1962.

Harold H. M. Jones
Notary Public in and for the State of Idaho,
Residing at Briar River, therein.

My Commission Expires: Dec 17, 1965.