

EASEMENT FOR CONSTRUCTION AND

MAINTENANCE OF WATER MAIN

Raymond G. Moore and Neta H. Moore,
husband and wife, of Underwood, Wa.

THIS INDENTURE, is given by JOHN C. SNYDER and LUELLA SNYDER, and ROBERT L. SNYDER and REGINA S. SNYDER, husband and wife, of Ephrata, Wn. husband and wife, of Pullman, Washington, hereinafter referred to as

the "Grantors", to PUBLIC UTILITY DISTRICT NO. 1 of Skamania County, Washington, hereinafter referred to as the "Grantee", for and in consideration of services rendered and to be rendered by the Grantee to the Grantors and other mutual covenants and considerations hereinafter set forth,

WITNESSETH:

That for and in the consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, the Grantors do hereby bargain, sell, convey, transfer and deliver to the Grantee a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that the Grantee may see fit and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying water over, across, through and under the property hereinafter described together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipeline and/or mains.

The land affected by this grant of easement and right of way is located in the County of Skamania, State of Washington, and is more particularly described as follows:

The Northwest Quarter of the southeast quarter of Section 16, Township 3 North, Range 10 East W.M.

The easement and right of way hereby granted covers a strip of land 15 feet in width over and across the southerly 15 feet of the above described land.

This easement and right of way given with respect to it are given to the Grantee, its successors and assigns, in perpetuity.

Subject to the following conditions:

- (a) In the event damage is done to crop, trees, shrubs or property outside easement area the Grantee will pay the amount of such damage to the then owner or contract purchaser of the above described real estate, or to the then owner or contract purchaser of that part of the above described real estate on which damage occurs, or to the proper party entitled thereto.
- (b) The water line will at all times be kept in a good state of repair and condition.
- (c) Any excavation made within said easement will be refilled to the elevation of the surrounding ground surface within 30 days from date such excavation is made.
- (d) The Grantors, their successors and grantees shall have the right to use the easement area in any manner that does not damage, destroy or interfere with the water line.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 17 day of March, 1967.

Raymond L. Moore

John C. Snyder, Luella Wright Snyder

Nels H. Moore

Robert L. Snyder, Regina L. Snyder

OWNERS

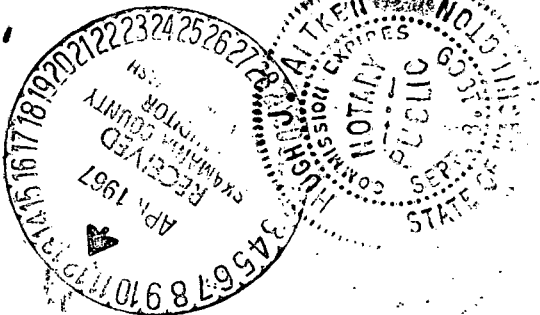
STATE OF WASHINGTON)
) ss.
 County of Whitman)

On this day personally appeared before me JOHN C. SNYDER and LUELLA SNYDER, 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.

GIVEN under my hand and official seal this 17 day of

March, 1967.

Hugh D. Keith
 Notary Public in and for the State
 of Washington, residing at Pullman



STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this 3rd day of April, 1967, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Raymond G. Moore and Neta H. Moore, husband and wife, and Robert L. Snyder and Regina S. Snyder, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Quentin Meyer
Notary Public in and for the State of
Washington, residing at Route 1, Stevenson

