

WARRANTY DEED AND WELL AGREEMENT

THE GRANTORS, ELDON D. NELLER and J. COLLEENE NELLER, husband and wife, for and in consideration of the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS, (\$2250.00), the receipt whereof is hereby acknowledged, and in consideration of the mutual agreements hereinafter contained, do hereby convey and warrant unto GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., a corporation, the Grantee, the following described real property situated in Skamania County, State of Washington, to-wit:

A portion of Lot 50, Washougal Riverside Tracts, a plat of record in the SW 1/4 of Section 32, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, said portion being more particularly described as follows:

Beginning at an iron rod at the intersection of the most westerly line of said Lot 50 with the southerly right-of-way line of the County Road and running thence along the right-of-way line thence N 45° 00' 30" E 25.00 ft. to an iron rod thereon, thence parallel with the said southerly right-of-way line S 42° 19' 30" E 125.00 ft. to an iron rod thence parallel with said County Road, S 45° 00' 30" E 75.00 ft. to an iron rod on said most westerly line thence S 18° 30' 00" E 125.00 ft. to the place of beginning.



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TRANSACTION EXCISE TAX

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TOGETHER WITH a perpetual easement and water right for water purposes as hereinafter provided in this instrument.

Notary Public in and for the State of Washington

Skamania County Treasurer

By _____ Grantors agree to drill a well on the Easterly portion of said Lot 50, Washougal Riverside Tracts, (now owned by Grantors), at a location at least 100 feet from the nearest boundary of the tract conveyed herein. Said well will be completed by July 1, 1972, including the installation of an adequate motor driven pump, storage tank and electrical service lines, insulated building of sufficient size to house said installation, and the well will be drilled to a sufficient depth to provide an adequate supply of potable water in accordance with Washington State regulations for the purposes herein mentioned. Grantee agrees to pay one half (1/2) of the expense for the construction of said well, including drilling, pump, electrical service and necessary fittings, and Grantee will be deemed the owner of a one third (1/3) interest in said well, its equipment and the water produced therefrom. Grantee also agrees to pay one third (1/3) of the future expense for

Warranty Deed and Well Agreement

Page 2

the operation and maintenance of said well and well machinery, including electrical charges, and the remainder of such expense will be borne by Grantors or their successors in interest. Grantors do further grant and convey to Grantee the perpetual easement to lay and maintain a pipeline running from the property of Grantee conveyed herein to said well, including the perpetual right to enter upon said property at all necessary times for the repair and maintenance of said pipeline and for the inspection or maintenance of said well and equipment. The installation and maintenance of the pipeline from Grantee's tract to the well shall be at Grantee's sole expense. Grantors reserve the right to grant to other parties the remaining two thirds (2/3) interest in said well subject to the terms of this agreement. All covenants, privileges and obligations provided hereby shall be deemed covenants running with said lands and shall be appurtenant to the property described herein.

IN WITNESS WHEREOF, the parties have executed this instrument this 31st day of December, 1971.

Eldon D. Heller

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By _____

J. Colleene Heller

Vice President - Operations Staff

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

On this day personally appeared before me ELDON D. HELLER and J. COLLEENE HELLER, 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 31st day of December, 1971.

Notary Public in and for the State of
Washington
Residing at Camas, therein

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss

On this 1st day of February, 1972, before me personally appeared Roger P. Vallo Witness, to me known to be the Vice President - Operations Waco Staff of the Corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington
Residing at Everett



STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED

OF R. P. Vallo

AT 9:30 A.M. 11/24/72

WAS RECORDED IN BOOK 63

OF W.S.D. AT PAGE 916

RECORDS OF SNOHOMISH COUNTY, WASH.

APR 10 1972

COUNTY AUDITOR

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