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BOOK 113 PAGE 923 900

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
Philadelphia, Pennsylvania

FILED FOR RECORD AT REQUEST OF

CCT 18325

WHEN RECORDED RETURN TO

Name Susan A. Stauffer

Address MPO 1.70 R Washougal River Road

City, State, Zip Washougal, WA 98671

FILED FOR RECORD
SKAMIA COUNTY WASH
THIS SPACE PROVIDED FOR RECORDER'S USE:

CLARK COUNTY TITLE

MAY 10 2 11 PM '89

A. New, Rep.
NOTARY
GARY H. OLSON

Statutory Warranty Deed

THE GRANTOR

MICHAEL J. MADDEN AND JEANNE MADDEN, husband and wife

for and in consideration of

TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to

SUSAN A. STAUFFER, an unmarried individual

the following described real estate, situated in the County of

SKAMANIA

State of Washington:

LEGAL ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART THEREOF.

CONTRACT AND EASEMENT AGREEMENT ATTACHED HERETO AND MADE A PART THEREOF.

SUBJECT TO: Any question that may arise due to shifting and changing in course of the Washougal River.

12710

REAL ESTATE EXCISE

Price 1346.80

J. W. D. Deputy
SKAMANIA COUNTY TREASURER

Dated May 8,

19 89

Michael J. Madden

Jeanne Madden

STATE OF WASHINGTON

COUNTY OF Clark

ss.

On this day personally appeared before me

Michael J. Madden & Jeanne Madden
to me known to be the individual 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.

STATE OF WASHINGTON

COUNTY OF

ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appearedand
to me known to be the President and Secretary,
respectively, of
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.Witness my hand and official seal hereto affixed the day and year first
above written.GIVEN under my hand and official seal this
day of May 1989
Notary Public in and for the State of Wash-
ington, residing at Battle Ground
FORM 3159 (Washington)Notary Public in and for the State of Washington
residing atRegistered 5
Indexed 5
Filed 5
M. 13Glenda J. Kimmel, Skamania County Assessor
By: 26 Purcell 2-5-33-5-2-300

Exhibit "A"

Lots 18, 19, 20 and 21 of PREACHERS' ROW LOTS, according to the official plat thereof on file and of record at page 103 of Book A of Plats, records of Skamania County, Washington.

SUBJECT TO easements and rights of way for County Road No. 1106 known and designated as the Washougal River Road, over and across said real property.

EXCEPT the following described property:

BEGINNING at the Northwest corner of Lot 18, PREACHER'S ROW LOTS, according to the official plat thereof, on file and of record at Page 103 of Book "A" of Plats, records of Skamania County, Washington; thence South along the West line of said Lot 18, 12 feet, more or less, to the existing fence line; thence in an Easterly direction along said fence line to the intersection of the same with the Easterly extension of the North line of said Lot 18; thence West along the North line of said Lot 18 and the Easterly extension of the same to the point of beginning.

CONTRACT AND EASEMENT AGREEMENT

This CONTRACT AND EASEMENT AGREEMENT executed this date between LEE E. SCHEEL and JUDITH E. SCHEEL, husband and wife, on behalf of themselves, their heirs, successors and assigns, hereinafter referred to as "Scheel", and MICHAEL J. MADDEN and BLANCHE E. STETTLER, on behalf of themselves, their heirs, successors and assigns, hereinafter referred to as "Madden" and "Stettler",

W I T N E S S E T H :

WHEREAS, Scheel heretofore granted an easement for the purpose of establishing a well and water pipeline for the benefit of property owned by Madden and Stettler, and

WHEREAS, Madden and Stettler have altered their plans concerning the location of said well and water pipeline and have not yet decided upon a new location for the drilling of such well and establishment of the water pipeline, and

WHEREAS, the parties desire to extinguish such former easement and document their agreement as to the establishment of a future easement for such well and water pipeline,

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree as follows:

1. That, contemporaneously with the execution of this agreement, the Grantees under the former easement deed shall convey and quitclaim such easement unto Scheel, thus removing and releasing the property of Scheel from the effect of such easement.

2. That Scheel hereby grants to Madden and Stettler the right to enter upon real property situated in Skamania County, State of Washington, described as follows:

BEGINNING at the Northeast corner of Lot 20, PREACHER'S ROW LOTS, according to the official plat thereof on file and of record at page 103 of Book "A" of Plats, records of said County; thence West along the North line of said plat 300 feet, to the Northwest corner of Lot 15 of said plat; thence North 300 feet; thence East 150 feet; thence Southeasterly 275 feet, more or less, to a point 75 feet North of the point of beginning; thence South 75 feet to the point of beginning,

and to drill a water well upon said property at a location selected by Madden and Stettler.

3. That upon the establishment of such water well, Scheel further agrees to convey to Madden and Stettler, by easement deed, a perpetual exclusive easement, over, under and across the above described property, 10.5 feet in width, extending from the water well established as aforesaid to Lots 18, 19, 20 or 21 of said Preacher's Row lots, as may be selected by Madden and Stettler, for the purposes of maintaining such water well and the installing, constructing, and maintaining such structures, machinery, pipelines, and electrical service lines as may be reasonable required and useful for the drawing and furnishing of domestic water to the aforesaid lots 18, 19, 20 and 21 of Preacher's Row lots. That such easement shall be further appurtenant to said lots 18, 19, 20 and 21 of Preacher's Row lots.

4. Madden and Stettler hereby covenant and agree, at their expense, to repair any and all damage done to the above referenced property in the process of locating and drilling the foresaid water well and establishing the water pipeline and appurtenant structures under the authority granted herein, to the end that the property, upon completion of such activities, will be restored as nearly as possible to the original condition of the same.

IN WITNESS WHEREOF, the parties have executed this instrument this 11th day of May, 1980. 1982.

Lee E. Scheel
Lee E. Scheel

Judith E. Scheel
Judith E. Scheel

Michael J. Madden
Michael J. Madden

Blanche E. Stettler
Blanche E. Stettler

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me LEE E. SCHEEL, JUDITH E. SCHEEL, MICHAEL J. MADDEN and BLANCHE E. STETTLER, 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 11th day of May, 1980. 1982.

Phyllis M. Burrows
Notary Public in and for the State
of Washington, residing at Washougal.

EXHIBIT "C"

3. CONTINGENCIES: Sale is contingent on the following conditions:

That the purchasers obtain financing at purchasers' sole discretion.

Sale is subject to purchasers approval of any inspections chosen by the purchasers of the property including, but not limited to the following: termite inspection, dry rot, electrical, plumbing, sewer, foundation, structural, water source, septic tank, and drainage systems. Flood potential, if any, due to location of property. That the spring water source be verified by the County Health Department to be underground and meeting all county and state health regulations.

Unofficial
Copy