FILED FOR RECORD AT REQUEST OF AND TO BE RETURNED AFTER RECORDING TO:

Ms. Rosalee Merritt Ater Wynne Hewitt Dodson & Skerritt 222 S.W. Columbia -- Suite 1800 Portland, Oregon 97201 FILED FOR RECORD SKANANIA GO. YIASH BY Ata Wynne Howitt de.

Oct 26 12 14 PH '93 AUDITOR GARY M. OLSON

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## **QUIT CLAIM DEED**

TRUMAN PRICE, INC., a Delaware corporation ("Grantor"), for and in consideration of \$-0- conveys and quit claims to MARY A. PRICE ("Grantee") the real estate described in Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Skamania, State of Washington, together with all after acquired title of Grantor.

Grantor reserves for itself and its lessees, employees, agents, contractors (including subcontractors), successors and assigns, or its lessees' agents, employees, contractors (including subcontractors), a perpetual nonexclusive easement to construct, repair, replace, operate and maintain an underground or above ground water pipeline (the "Penstock") adjacent to or within the McCloskey Creek roadway on the real property conveyed hereby. The easement shall run with and be appurtenant to the property described in Exhibit B attached hereto.

Upon the initial installation of the Penstock and upon each and every occasion that the Penstock is repaired, renewed, added to or removed, restore the Property to the same or better condition as it was prior to any such installation or work, including but not limited to, the restoration of any topsoil and vegetation and the removal of all brush, trees and stumps which may be cut down or uprooted as a result of the construction, and replace in like condition all trees, ornamental shrubs and ground cover as soon as possible after damage or destruction.

In laying, constructing and maintaining the Penstock, Grantor shall, at all times, preserve and protect the existing roadway located on the property. Grantor shall reimburse Grantee for all damages to the Property resulting directly or indirectly from the acts of Grantor, its agents, employees, contractors, assigns or invitees.

REAL ESTATE EXCISE TAX

1 - QUIT CLAIM DEED - (Price)

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PAID Exempt

PAID Exempt

SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor

By: 

Parcel # 2-5-25-400

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Grantor agrees to indemnify and defend Grantee from any loss, claim or liability to Grantee arising in any manner out of Grantor's use of the easement area. Grantor assumes all risks arising out of its use of the easement area and Grantee shall have no liability to Grantor or others for any condition existing thereon.

Dated this 21st day of October, 1993.

TRUMAN PRICE, INC., a Delaware corporation

By: Mary C. Incie Mary A. Price, President

State of Maryland ) so County of Montgomery )

On this \_\_\_\_\_\_ day of October, 1993, Mary A. Price personally appeared before me, who being duly sworn did say that she is the President of TRUMAN PRICE, INC., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged that said instrument is the free act and deed of said Corporation.

PUBLICATION

Motary Public in and for the State of residing at 18

Teaneck CT Gaithersburg, MD 20878

My commission expires: 1051810 GIOVER 19918

NOTARY PUBLIC STATE OF MARYIAND

My Commission Expires November 1, 1996.

Legal Description

The West half of the Southwest quarter of the Northeast quarter of Section 25, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

## **EXHIBIT B**

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Legal Description

The East half of the Southwest quarter of the Northeast quarter of Section 25, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.