

STATE OF WASHINGTON, }
COUNTY OF SKAMANIA. } ss.

I, GEO. E. O'BRYON, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HERESY CERTIFY THAT ON THIS 5TH DAY OF OCTOBER 1920, PERSONALLY APPEARED BEFORE ME R. M. RANOS AND MARGARET C. RANOS AND E. P. ASH AND NELLIE E. ASH, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME FOR THE USES AND PURPOSES THEREIN MENTIONED.

I TESTIFY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

GEO. E. O'BRYON
NOTARY PUBLIC FOR THE STATE OF WASHINGTON,
RESIDING AT STEVENSON IN SKAMANIA COUNTY.

FILED FOR RECORD DECEMBER 23, 1920, AT 9 A.M. BY EDDY P. MICHELL.

Eddy P. Michell
COUNTY AUDITOR

MARY G. RYAN TO SCHOOL DISTRICT NO. 1

THIS AGREEMENT, MADE AND ENTERED INTO THIS 12TH DAY OF NOVEMBER 1920 BY AND BETWEEN MARY G. RYAN, PARTY OF THE FIRST PART, AND SCHOOL DISTRICT NO. 1, SKAMANIA COUNTY, WASHINGTON, PARTY OF THE SECOND PART, WITNESSETH:

IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLARS TO HER IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND THE PERFORMANCE OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED BY THE SAID SECOND PARTY, THE SAID PARTY OF THE FIRST PART COVENANTS AND AGREES AS FOLLOWS, TO-WIT:

THAT THE SAID PARTY OF THE SECOND PART, AND ITS SUCCESSORS, SHALL HAVE THE RIGHT TO TAKE THE WATER OF THE CERTAIN SPRINGS LOCATED UPON THE FOLLOWING DESCRIBED REAL PROPERTY IN SKAMANIA COUNTY, WASHINGTON, TO-WIT: BEGINNING AT A POINT 1620 FEET EAST AND 1420 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION T70, TOWNSHIP ONE NORTH OF RANGE FIVE EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST 104.5 FEET, THENCE SOUTH 209 FEET, THENCE WEST 104.5 FEET, THENCE NORTH 209 FEET TO PLACE OF BEGINNING CONTAINING ONE HALF ACRE, FOR THE TERM OF 99 YEARS FROM THE DATE HEREOF, AND SHE DOES HEREBY LEASE AND LET UNTO THE SAID SECOND PARTY FOR SAID TERM OF 99 YEARS THE ABOVE DESCRIBED REAL ESTATE.

THAT THE SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO LAY PIPE LINE, OR PIPE LINES, TO SAID SPRINGS ACROSS LANES ADJACENT TO SAID ONE HALF ACRE TRACT, NOW OWNED BY SAID PARTY OF THE FIRST PART, AND SHALL HAVE THE RIGHT TO GO THEREON TO REPAIR AND MAINTAIN THE SAME.

AND THE SAID PARTY OF THE SECOND PART, AS A PART CONSIDERATION THEREFOR, PROMISED AND AGREES THAT IT WILL LAY PIPES TO SAID SPRING AND CONVEY THE WATER THEREOF TO THE SCHOOL HOUSE OF SAID SECOND PARTY.

AFTER CONSTRUCTION OF SAID WATER SYSTEM BY SAID SECOND PARTY THE SAID FIRST PARTY SHALL HAVE THE RIGHT TO THE USE OF SO MUCH WATER AS WILL FLOW THROUGH A 2 INCH

PIPE TO BE USED AT THE PROPERTY PURCHASED BY SAID FIRST PARTY FROM EUNICE PROESCHLE, AS DESCRIBED IN THAT CERTAIN DEED RECORDED AT PAGE 485 BOOK R OF DEEDS, RECORD OF SKAMANIA COUNTY, WASHINGTON; PROVIDED, HOWEVER, SUCH USE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS;

(A) SAID SCHOOL DISTRICT SHALL AT ALL TIMES BE ENTITLED TO THE USE OF SUFFICIENT WATER FOR ORDINARY SCHOOL PURPOSES IN ITS BUILDINGS. ORDINARY SCHOOL PURPOSES SHALL BE HELD TO INCLUDE USE FOR DRINKING PURPOSES, FOR LAVATORIES, TOILETS, SHOWER AND TUB BATHS, AND SUCH PURPOSES, WHEN USED WITHOUT WASTE, BUT SHALL NOT INCLUDE SWIMMING TANKS.

(B) IN EVENT THE SUPPLY SHALL NOT BE SUFFICIENT TO PROVIDE WATER FOR THE PURPOSE ABOVE SPECIFIED, FOR IRRIGATION OF THE SCHOOL GROUNDS, AND IN ADDITION THERETO FURNISH SUFFICIENT WATER TO FILL A $\frac{1}{2}$ INCH PIPE, SAID FIRST PARTY SHALL BE ENTITLED TO ONLY SO MUCH AS SHE MAY REQUIRE FOR DOMESTIC PURPOSES, AND IRRIGATION OF THE SAID SCHOOL GROUNDS SHALL IN SUCH EVENT BE SO REGULATED AS TO CONSERVE THE WATER, FIRST FOR THE USE SPECIFIED IN PARAGRAPH (A), SECOND FOR SUFFICIENT TO SUPPLY SAID FIRST PARTY WITH WATER FOR DOMESTIC PURPOSES, AND THIRD FOR IRRIGATION OF SAID SCHOOL GROUNDS.

(C) WHEN THE SUPPLY SHALL BE AMPLE FOR ALL OF SAID PURPOSES SAID FIRST PARTY SHALL BE ENTITLED TO TAKE SO MUCH AS WILL FLOW THROUGH A $\frac{1}{2}$ INCH PIPE, AND ALL SURPLUS WATER SHALL BE THE PROPERTY OF THE SCHOOL DISTRICT.

(D) THE SAID SECOND PARTY SHALL LAY A $\frac{1}{2}$ INCH PIPE FROM ITS SAID WATER SYSTEM TO THE PROPERTY LINE OF ITS SCHOOL GROUNDS AT THE COUNTY ROAD NEAREST THE LAND OF THE SAID PARTY OF THE FIRST PART ABOVE DESCRIBED, AND THE CONNECTION OF THE SAID FIRST PARTY SHALL BE MADE AT SAID PROPERTY LINE. SAID PIPE LINE AND SAID CONNECTIONS SHALL BE SO LAID AND CONSTRUCTED TO FACILITATE THE USE OF THE WATER IN THE MANNER ABOVE SPECIFIED.

THE SAID PARTY OF THE FIRST PART FURTHER COVENANTS AND AGREES THAT THE SAID PARTIES OF THE SECOND PART, MAY WHEN THE SUPPLY OF WATER SHALL NOT BE SUFFICIENT FROM THE SPRINGS HEREIN MENTIONED, FOR THE PURPOSES HEREIN SPECIFIED, AT ITS OPTION TAKE THE WATER OF THAT CERTAIN SPRING LYING ABOUT 100 FEET NORTHERLY FROM THE SPRINGS HEREIN DESCRIBED. THE RIGHT TO SUCH USE SHALL CONTINUE DURING THE TERM OF THIS AGREEMENT, BUT SHALL BE EXERCISED ONLY WHEN THE WATER SUPPLY FROM THE SPRINGS HEREIN FIRST MENTIONED SHALL BE INADEQUATE FOR THE PURPOSES HEREIN SPECIFIED.

IN TESTIMONY WHEREOF THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HER HAND AND SEAL, AND THE SAID PARTY OF THE SECOND PART HAS CAUSED THESE PRESENTS TO BE DULY EXECUTED BY ITS BOARD OF DIRECTORS, THE DAY AND YEAR IN THIS INSTRUMENT FIRST ABOVE WRITTEN.

MARY G. RYAN (SEAL)

SCHOOL DISTRICT NO. 1, SKAMANIA COUNTY, WASHINGTON

BY J. J. HADLEY CHAIRMAN

IRENE HOFFMAN

J. T. HADLEY BOARD OF DIRECTORS

STATE OF WASHINGTON, }
COUNTY OF SKAMANIA. } ss.

I, E. H. PRINDLE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY

CERTIFY THAT ON THIS 12TH DAY OF NOVEMBER 1920, PERSONALLY APPEARED BEFORE ME MARY G. RYAN TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

E. M. PRINDLE
NOTARY PUBLIC FOR THE STATE OF
WASHINGTON, RESIDING AT PRINDLE
IN SKAGHANIA COUNTY.

FILED FOR RECORD JANUARY 3, 1921, AT 9 A.M. BY IRENE HOFFMAN.

Eddy F. Michel
COUNTY AUDITOR.

JULIUS GORY ET UX TO WM. KONOPSKI

KNOW ALL MEN BY THESE PRESENTS THAT JULIUS GORY AND ANNA GORY, HIS WIFE, LESSORS, DO HEREBY LEASE AND LET UNTO WM. KONOPSKI, LESSEE, FOR THE TERM OF FIVE YEARS FROM THE 20TH DAY OF SEPTEMBER 1920, AT AN ANNUAL RENTAL OF ONE HUNDRED TWENTY DOLLARS PAYABLE ON THE 20TH DAY OF SEPTEMBER OF EACH YEAR IN ADVANCE, THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT:

8 1/2 LOT 1 SEC 11 TP 1 R 5 EAST W.M.

THE SAID LESSEES SHALL ALSO HAVE THE USE OF THE FOLLOWING PERSONAL PROPERTY, 1 ONE YEAR OLD HEIFER, 1 HORSE AND ALL FARM TOOLS NOW ON THE PLACE, DURING THE TERM OF SAID LEASE, AND SHALL RETURN THE SAME, OR OTHER PROPERTY OF EQUAL VALUE AT THE TERMINATION HEREOF. IN CASE OF FAILURE TO RETURN THE SAID PROPERTY, OR OTHER PROPERTY OF EQUAL VALUE, AS AGREED UPON IN THE SCHEDULE HERETO ATTACHED, THE SAID LESSEE SHALL PAY TO THE SAID LESSORS THE VALUE THEREOF IN CASH.

THE SAID LESSEE PROMISES AND AGREES THAT HE WILL REGULARLY PAY THE SAID RENTAL, AND WILL, BEFORE THE SAME SHALL BECOME DELINQUENT, PAY ALL TAXES ASSESSED UPON SAID LEASED PROPERTY DURING THE TERM HEREOF.

IT IS FURTHER AGREED THAT IN CASE THE SAID LESSEE SHALL CONSTRUCT ANY BUILDINGS ON SAID PREMISES, THE SAID LESSORS WILL REPAY TO THE SAID LESSEE THE COST THEREOF NOT TO EXCEED THE SUM OF \$ THIRTY-FIVE DOLLARS (\$35.00)

THE SAID LESSEES SHALL HAVE ONE-HALF OF ALL CROPS ON THE SAID PREMISES AT PRESENT TIME, EXCEPT AS TO HAY WHICH SHALL BELONG TO THE SAID LESSEE. THE SAID LESSORS SHALL HAVE ONE-HALF OF THE CROPS PLANTED THE LAST YEAR OF THIS LEASE, EXCEPT AS TO HAY WHICH SHALL ALL GO TO THE SAID LESSORS.

THE SAID LESSEE, MAY AT HIS OPTION, TERMINATE THIS LEASE BY GIVING 30 DAYS NOTICE TO THE SAID LESSORS PRIOR TO THE SAID 20TH DAY OF SEPTEMBER, AND SHALL NOT BE HELD FOR DAMAGES BY REASON OF SUCH TERMINATION, BUT SHALL IN SUCH EVENT DIVIDE THE CROPS OF THE PROCEEDING YEAR AS ABOVE PROVIDED FOR THE LAST YEAR OF SUCH TERM.

AT THE TERMINATION OF THIS LEASE FROM ANY CAUSE THE SAID LESSEE SHALL QUIT AND SURRENDER THE PREMISES TO THE SAID LESSORS IN AS GOOD CONDITION AS THEY NOW ARE