

AND SWORN PERSONALLY CAME ADDIE M. FERGUSON TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE SIGNED AND SEALED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)  
( SEAL )

THOS. S. KEEP  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, RESIDING AT WASHOUGAL

FILED FOR RECORD OCTOBER 26, 1921, AT 2-30 P.M. BY GEORGE J. MOODY

*Edy P. Mitchell*  
COUNTY AUDITOR.

CHARLES S. BROOKS ET UX TO FRED WISE ET AL

THIS AGREEMENT MADE THIS 9TH DAY OF MAY 1922, BY AND BETWEEN CHARLES S. BROOKS AND JENNIE S. BROOKS, HIS WIFE, PARTIES OF THE FIRST PART (LESSORS) AND FRED WISE AND WILLIAM SIEVERS, PARTIES OF THE SECOND PART (LESSEES), WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREIN PROVIDED AND THE COVENANTS TO BE PERFORMED AS HEREIN PROVIDED, HEREBY LEASE AND LET UNTO THE SAID PARTIES OF THE SECOND PART THE FOLLOWING REAL PROPERTY IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

ALL THE CULTIVATED AND ORCHARD LAND LYING EAST OF THE BARN AND RESIDENCE ON THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT; S $\frac{1}{2}$  SE $\frac{1}{2}$  NE $\frac{1}{2}$  SEC 21 TP 3 N R 10 E. W.M. FOR THE TERM OF FIVE YEARS FROM THE DATE HEREOF, UPON THE FOLLOWING RENTAL, TO-WIT; \$900.00 PAYABLE IN THE FOLLOWING INSTALLMENTS; \$250.00 ON THE 1ST DAY OF JULY 1924, \$350.00 ON THE 1ST DAY OF JULY 1925, \$300.00 ON THE 1ST DAY OF JULY 1926.

AND THE SAID PARTIES OF THE FIRST PART COVENANT TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT THEY SHALL AND MAY HAVE THE QUIET AND PEACABLE POSSESSION OF THE SAID PREMISES AS LONG AS THEY SHALL PAY THE SAID RENTALS AS ABOVE PROVIDED, AND SHALL FAITHFULLY PERFORM THE COVENANTS AND CONDITIONS HEREIN CONTAINED, BUT THAT UPON DEFAULT IN THE PAYMENT OF SAID RENTAL OR ANY PART THEREOF, OR UPON FAILURE TO PERFORM SAID COVENANTS AND CONDITIONS, THE SAID LAND SHALL IMMEDIATELY REVERT UNTO THE SAID PARTIES OF THE FIRST PART, WHO MAY IMMEDIATELY TAKE POSSESSION THEREOF AND EJECT THE SAID LESSEES.

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES THAT THE SAID LESSORS SHALL PROVIDE TO THE SAID LESSEE ALL THE MATERIAL NECESSARY TO CONSTRUCT A FLUME FROM THE MAIN OF THE UNDERWOOD IRRIGATION DISTRICT ALONG THE WEST LINE OF THE SAID S $\frac{1}{2}$  SE $\frac{1}{2}$  NE $\frac{1}{2}$  TO THE SAID LEASED PROPERTY AND TO PLACE THE SAME UNDER WATER, AND THE SAID LESSEES SHALL CONSTRUCT AND MAINTAIN A GOOD AND SUBSTANTIAL FLUME FROM SAID MAIN TO AND UPON SAID LAND, SUFFICIENT TO IRRIGATE THE SAME.

AND THE SAID PARTIES OF THE SECOND PART SHALL AND MAY HAVE ALL THE WATER FROM THE SAID IRRIGATION DISTRICT ALLOTTED TO THE SAID LESSORS SAVE AND EXCEPT A

SUFFICIENT AMOUNT TO PLACE THE GARDEN AND HOME ORCHARD LYING WEST OF THE HOUSE AND BARN..

AND THE SAID PARTIES OF THE SECOND PART PROMISE AND AGREE TO PULL FROM THE ORCHARD HEREBY LEASED SUCH TREES AS THE SAID LESSORS SHALL AT THE EXECUTION OF THIS LEASE DESIGNATE, AND SHALL WELL AND FAITHFULLY PERFORM ALL LABOR NECESSARY IN THE CULTIVATION AND CARE OF SAID ORCHARD AND LAND DURING THE TERM OF THIS LEASE.

AND THE SAID PARTIES OF THE SECOND PART SHALL, UPON THE EXPIRATION OF THIS LEASE QUIT AND SURRENDER THE SAID PREMISES IN AS GOOD CONDITION AS THEY NOW ARE, AND SHALL AT ALL TIMES SAVE THE LESSORS HARMLESS FROM AND DAMAGES OR CLAIMS FOR DAMAGES ARISING BY REASON OF THE EXECUTION OF THIS LEASE, OR UPON SAID PREMISES.

IN TESTIMONY WHEREOF THE SAID PARTIES HAVE EXECUTED THESE PRESENTS IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

CHAS. S. BROOKS (SEAL)

BY JENNIE S. BROOKS, ATTY.  
LESSORS.

FRED WISE (SEAL)

WM. SIEVERS (SEAL)

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

I, LOUIS THUN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 9TH DAY OF MAY 1922, PERSONALLY APPEARED BEFORE ME CHARLES S. BROOKS AND JENNIE S. BROOKS, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY 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)

LOUIS THUN  
NOTARY PUBLIC FOR THE STATE OF WASHINGTON,  
RESIDING AT INDERWOOD IN SKAMANIA COUNTY.

FILED FOR RECORD MAY 24, 1922, AT 8-30 A.M. BY F. B. HOGUE.

*Eddy P. Mitchell*  
COUNTY AUDITOR

W. E. IRELAND ET UX TO SCHOOL DISTRICT NO. SEVEN

# AGREEMENT

THIS IS TO CERTIFY THAT W. E. IRELAND AND MRS. W. E. IRELAND PARTIES OF THE FIRST PART, AGREE TO LET THE SCHOOL BOARD OF DIST. NUMBER SEVEN OF SKAMANIA CO. WASH. PARTIES OF THE SECOND PART, TO USE WATER FROM THE SPRING EAST OF THE ROAD, BY PIPING SAME TO THE SCHOOL HOUSE, ALSO PERMITTING THEM TO LAY THE PIPE ACROSS THE LAND OWNED BY PARTIES OF THE FIRST PART, WHICH IS THE EAST HALF OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER, OF SEC. NUMBER 18 TOWNSHIP NUMBER ONE, NORTH RANGE (5) EAST OF THE WILLAMETTE MERIDIAN. ALL PIPE TO BE LAYED AT A DEPTH OF 18 IN. PARTIES OF THE SECOND PART

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