

## DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

rate of 5% per annum upon unpaid balances, payable at the Bank of Stevenson semi-annually; provided the parties of the second part may pay any installment or part thereof in advance of the due date and such payment shall be credited upon the installment next falling due.

The parties of the second part further promise and agree to pay all taxes hereafter becoming due and payable thereon, including taxes levied for the year 1938 and payable on or after February 15, 1939.

In case the parties of the second part shall make the payment aforesaid at the time and in the manner herein provided and shall keep and perform the terms and conditions of this contract the parties of the first part will make and deliver to the parties of the second part a good and sufficient warranty deed for said premises, except as to that part, if any, lying between the highway and the lands specifically described, which shall be conveyed by quit claim deed.

It is understood and agreed that the parties of the first part will furnish water to the dwelling house upon the plot of land above described for domestic purposes, without charge during the term of this agreement. It is also understood that it is contemplated by the parties of the first part that they will sell other lots in the vicinity of said tract of land and will furnish water to this and said other tracts of land in accordance with the rule and regulations of the Public Service Commission and the laws of the State of Washington. That they will take such steps as necessary to conform with the State of Washington. That they will take such steps as necessary to conform with the laws, rules and regulations for furnishing of water to the property aforesaid and will file with the Public Service Commission, a schedule of rate in which the base rate for such service to each dwelling shall not exceed the sum of One Dollar per month. The said base rate to provide for the use of not to exceed 7500 gallons monthly consumption, and provided further that such base rate shall be subject to amendment in accordance with the laws and regulations provided by the Public Service Commission. When a Public Utility for the sale of water has been formed and is in operation this agreement with respect to the furnishing of water shall be terminated.

In case the parties of the first part shall fail to supply water as hereinabove provided, the parties of the second part shall have the right to take sufficient water for domestic purposes upon the property above described from that certain spring situated in the northeasterly part of the land now owned by the parties of the first part; and shall have the right to construct and maintain a pipe line therefrom along any public or private road or alley established upon said premises, together with access from said spring to such roads or alleys.

Upon final payment as herein provided the parties of the first part will furnish title insurance to the parties of the second part, showing merchantable title in the parties of the first part, subject only to the acts and omissions of the parties of the second part, to that portion conveyed by warranty deed.

Time is of the essence of this agreement but acceptance of any installment of principal or interest after the date same shall become due and payable or waiver of any performance of covenant herein contained shall not constitute a waiver as to any subsequent default.

IN WITNESS WHEREOF, the parties have hereunto executed these presents in duplicate this 19th day of January, 1939.

J. R. Phillips  
Bertha A. Phillips

Parties of the first part

Clarence B. Thompson  
Blanche E. Thompson

Parties of the second part