

# 18132

Tillie L. Frey et vir to School District No 23.

KNOW ALL MEN BY THESE PRESENTS, That Tillie L. Frey, (formerly Makelin) and J.J. Frey, her husband, parties of the first part, for and in consideration of the sum of ten dollars and other consideration, do hereby grant and convey unto School District No 23 of Skamania County, Washington, its successors and assigns, party of the second part, the right and privilege to have and maintain an intake and reservoir in that certain creek known as Sanford Creek flowing across the NE $\frac{1}{4}$  of Sec 33 tp 2 N R 6 E.W.M., together with the right and easement for a pipe line on, over and across the real property belonging to the parties of the first part in said section 33 described in that certain deed recorded at page 398 Book V of deeds records of Skamania County, Washington. It is understood, agreed and stipulated that the said parties of the first part are the owners of the land described in said deed recorded at page 398 Book V of deeds, and that said Sanford Creek flows across the same; that the said School District No 23 has for more than ten years last past been taking water from said creek and has established a reservoir and intake for the storage and taking of water from said creek, and is now taking water therefrom through a pipe line across said real property; that the parties of the first part are also taking water from the reservoir above mentioned, and that a further right to take water in said creek has been granted to E.L. Marble and August Peterson, and that all of said rights are vested rights.

Now, therefore, in order to define the rights of the parties it is hereby understood and agreed that each of the parties hereto shall be entitled to a third of said water, and that the said parties of the first part may take their water from the reservoir constructed by the said School District, the amount to be taken, however, not to exceed the amount taken by the said School District.

The said School District shall have the right to ingress and egress for the purpose of repairing, and maintaining the said reservoir and pipe line,

Dated this 17th day of June 1932.

Tillie L. Frey (seal)

J.J. Frey (seal)

School District No 23, Skamania County  
Washington

By C.C. Cree  
E.L. Marble

Directors.

STATE OF WASHINGTON )  
County of Skamania ) ss

I, Raymond C. Sly, a Notary Public in and for said State and county do hereby certify that on this 17th day of June 1932 personally appeared before me E.J. Frey to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed.

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 Affixed.

Raymond C. Sly  
Notary Public for Washington  
residing at Stevenson therein,

State of Washington ) ss  
County of Skamania )

I, R.M. Wright a notary public in and for said State and County do hereby certify that on this 20th day of June 1932 personally appeared before me Tillie L. Frey (formerly Makelin) to me known to be the individual described in and

who executed the foregoing instrument and acknowledged the same as her free and voluntary act and deed.

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 affixed.

R. M. Wright  
Notary Public for Washington  
Residing at Stevenson

Filed for record August 23, 1932 @ 11:44 A.M. by C.C. Cree.

Wm. J. Foster - County Auditor  
J. Frank Wachtel - Deputy

#18212

F. N. Kendall et ux to W. C. Culbertson

Agreement.

This Agreement, made and entered into, by and between F. N. Kendall and Alma N. Kendall, his wife, parties of the first part, and W. C. Culbertson, party of the second part,

Witnesseth, That the first parties, for and in consideration of the covenants and agreements herein contained, agree to sell to the second party, and the second party agrees to purchase from the first parties, the following described real property, to-wit:

(1) Lot four (4) of Section six (6) in Township one north, range six (6) East of Willamette Meridian, Skamania County, Washington, containing, according to U. S. Government Survey, 58.75 acres, less the amount and subject to the amount taken and appropriated by the Spokane, Portland & Seattle Railway, a corporation for its railroad right of way; and also subject to the right of way of the Northwestern Electric Company for its electrical transmission lines, in accordance with the deed recorded in Book "O" on page 253; and also subject to the right of Skamania County for a Road, as conveyed by deed recorded in Book "I" on page 159, records of Skamania County;

(2) The following tract: Beginning at the northeast corner of the southeast quarter of the southeast quarter (the same being a lot containing 36 acres); thence west, three hundred sixty-two (362) feet; thence south three hundred seventy-six (376) feet; thence north 87° 25' east, along right of way of S. P. & S. Ry., three hundred sixty-three (363) feet; thence north three hundred forty-nine (349) feet to the place of beginning, being in Section one (1) township one (1) north, range five (5) East of Willamette Meridian; containing 3-1/7 acres, more or less, according to the above survey in said Skamania County, State of Washington.

Also, all of the furniture, fixtures, and equipment contained on said premises.

It is agreed that the purchase price of said property shall be Thirty-five Thousand Dollars (\$35,000.00), of which One Thousand Dollars (\$1,000.00) shall be paid in cash at the signing hereof, the receipt whereof is hereby acknowledged, and the balance of the said purchase price shall be paid, beginning four (4) years from the date hereof, in instalments of Five Thousand Dollars (\$5,000.00) annually, the first Five Thousand Dollars (\$5,000.00) to be paid on or before the 9th day of September, 1934, until the said purchase price shall be paid in full.

The said balance of the purchase price shall bear interest at the rate of 5% per annum from the date hereof payable semi annually during the said period of four years. Thereafter the said interest accruing upon the balance of the purchase price shall be paid annually at the time of, and in addition to, the payment of said yearly instalments.

It is further understood and agreed that the second party may pay in any amount of the purchase price at any time before the same becomes due as herein provided, and in the event that the entire purchase price is paid on or before one (1) year from the date hereof, the said purchase price shall be reduced to Thirty-two Thousand Five Hundred Dollars (\$32,500.00).

When the second party shall have paid Five Thousand Dollars on the principal, in addition to the initial payment of One Thousand Dollars, he shall, upon request, be en-