

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

373

YAKIMA BINDERY &amp; PTO. CO. - 188073

Beginning at a point 708.6 feet East of the corner to sections 17, 18, 19 and 20 in Township 1 North of Range 5 East of the Willamette Meridian, and running thence South 142.4 feet, thence South 84° 30' West 162 feet, thence North 73.45 feet more or less to the South boundary of the Evergreen Highway right of way, thence Northeasterly along said South boundary to the point of beginning, containing approximately .45 of an acre;

TOGETHER WITH an Easement for the use of water under the conditions hereinafter set out from a certain spring located 960 feet north and 39.5 feet West from the Southeast corner of Section 18 in Township 1 North Range 5 East of the Willamette Meridian, with easement for a 3/4" water line beginning from said spring and running South 0° 35' East 935 feet, thence South 45° East 77.8 feet, thence East 445 feet, to the Evergreen Highway right of way (and at North end of a culvert under State Highway which bears South 21° East for 114.5 feet to the South side of Evergreen Highway) thence from the south end of said culvert East 36.2 feet to a point approximately 21 feet north of the Southwest corner of the real property hereinabove first described.

ALSO: the following described personal property located on said real property, to-wit:

One (1) Tolkein Gasoline Computing Electric Pump  
Three (3) Wayne visable Pumps  
Four (4) Gasoline Storage Tanks and connections  
Eight (8) Lubster Tanks  
One (1) Air Compressor with air hose and gauge.

In the exercise of the easement for water as hereinabove set out, it is agreed that Buyers will not in any way injure or interfere with existing facilities of other users of said spring; that a line no larger than a 3/4" line shall be maintained by Buyers over said easement; that when constructed it shall be below the plow line, and that it shall be used only for domestic purposes and the operation of a garage, but may be used for irrigation purposes provided it does not interfere with the rights of other uses of said spring. It is understood that the Seller herein purchased the above described property from Mollie M. Miller, a widow, and Lee M. Miller and Della B. Miller, husband and wife, and said former owners reserve the right to the joint use of the easement hereinabove described for the laying of water pipe or for other purposes, not detrimental thereto, together with the use of the surface of said easment unless necessary in the maintenance of the water line, and the right to move a line once established to another location if the real property covered by the easement is used for a purpose which would make it impracticable to leave the line in that location; and it is understood that the Buyers herein are purchasing said property subject to said easement and the reservations by the original owners of said property as herein provided.

The Buyers agree to pay to the Seller for said real and personal property the sum of Five Thousand Seven Hundred Fifty (\$5750.00) Dollars, to be paid as follows: The sum of \$2000.00 cash upon the execution of this contract, receipt of which is hereby acknowledged by the Seller, and the balance of the purchase price in the sum of \$3750.00, together with interest thereon at the rate of 5% per annum, to be paid as follows: The sum of \$75.00, including interest, on October 15th, 1945, and a like payment of \$75.00, including interest, on the 15th day of each and every month thereafter until the purchase price and interest shall have been fully paid. Buyers shall be entitled to make larger or additional payments than those above specified, if they so desire.

As further consideration for the execution of the contract and of equal status and effect as the payment of the purchase money, the Buyers agree to continue for a period of ten (10) years from date hereof, to operate the gasoline service station constituting a portion of the improvements on said premises and to purchase, during all of such period, all of their requirements of gasoline, for use in connection with the business to be so operated by the Buyers on said premises, exclusively from Seller or from such person, firm or corporation as may be designated by Seller, and to exclusively use at all times only such brand or brands of gasoline as may from time to time be designated by Seller or such designated agent, and to promptly make payment therefor at the regular resale prices made