

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

376

in Clark County, Washington, particularly described as follows, to-wit:

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 North-easterly 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;

And in the exercise of the easment for water as hereinabove set out, it is agreed that the Grantees 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 the Grantees 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 users of said spring; and it is further understood and agreed that Mollie M. Miller, a widow, and Lee M. Miller and Della B. Miller, husband and wife, former owners of the above described property, have reserved 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 easement 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.

SUBJECT TO THE following conditions which shall run with the land, viz:

That until the 10th day of September, 1955, said premises shall be used for the purpose of maintaining and operating the gasoline service station as now located thereon, for the sale at retail of only such gasoline as shall be furnished by and acquired exclusively from the Grantor, his heirs or designated agent, strictly according to the terms of a certain agreement in writing between the Grantor and Grantees, dated September 10th, 1945, and executed by the Grantees as partial consideration for the conveyance made hereby; PROVIDED, always, and this conveyance is made upon the express condition that if the Grantees, their successors or assigns shall at any time fail during the said period from date hereof until September 10th, 1955, to maintain and operate upon said premises a gasoline service station, or fail to purchase exclusively from Grantor, his heirs or designated agent, during such period, and seasonable pay for, the entire requirements of such service station business for gasoline, then the estate hereby conveyed shall revert to and re-vest in the Grantor and his heirs, and it shall be lawful for him or them to re-enter upon the premises hereby conveyed.

The foregoing conditions of this deed shall be binding on any mortgagor, lien holder or encumbrancer of whatsoever nature during the period stated, regardless of foreclosure.

Dated this ____ day of _____

W. C. McCALL

(ACKNOWLEDGEMENT)

EXHIBIT "A"

Filed for record May 9, 1949 at 3:50 p.m. by R. C. Sly.

John C. Waechter
Skamania County Auditor.