

KNOW ALL MEN BY THESE PRESENTS, That HAROLD A. SMITH and EDITH E. SMITH, husband and wife, of Portland, Multnomah County, Oregon, hereinafter called "Grantors," hereby bargain, sell and convey unto SARD STEUDLER and GELENE A. STEUDLER, husband and wife, of Washington County, Oregon, and unto their heirs and assigns, hereinafter called "Grantees," the perpetual right, license, privilege and easement to construct, maintain, operate, use, repair and renew a pump house and appurtenances, together with a water pipe line as the same now exists upon, across, through and under the following described real property situate in the County of Skamania, State of Washington, to-wit:

The Northerly One-half (N. 1/2) of Tract Ten (10) of the Plat of Washougal Riverside Tracts, situated in Section Six (6), Township One (1) North Range Five (5) East and Section Thirty-two (32), Township Two (2) North, Range Five (5) East of the Willamette Meridian in Skamania County, State of Washington

and do further grant unto said Grantees and unto their heirs and assigns, the right and privilege to go, be and enter upon and pass to and from said premises and to excavate thereon for the purposes aforesaid and for the purpose of inspecting said pump house and for any and all lawful purposes connected therewith or related thereto, reserving, however, unto the Grantors, their heirs and assigns, the right and privilege to use and occupy the surface of the above described premises not inconsistent with the license, privilege and easement hereinbefore granted.

TO HAVE AND TO HOLD the same unto said SARD STEUDLER and GELENE A. STEUDLER, their heirs and assigns forever.

In consideration of the right, license, privilege and easement hereinbefore granted, the Grantees agree, so long as the above described premises are owned solely by the Grantors or either of them, and occupied by the Grantors or either of them, and solely for their own personal use, all water needed by them for domestic purposes upon said premises.

IN WITNESS WHEREOF, the Grantors and the Grantees above named have hereunto set their hands and seals this 19<sup>th</sup> day of September, 1967.

Edith E. Smith  
Harold A. Smith  
Sard Steudler  
Geleene A. Steudler



(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Arthur J. Kirk (SEAL)  
Nanna Kirk (SEAL)  
Grover G. Burch Jr. (SEAL)  
Freda J. Burch (SEAL)

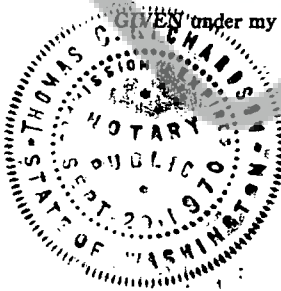
STATE OF WASHINGTON,

County of Clark } ss

On this day personally appeared before me Arthur J. Kirk, Nanna Kirk, Grover G. Burch Jr. and Freda J. Burch to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

29th day of September, 1967



Thomas C. Richardson  
Notary Public in and for the State of Washington,  
residing at Camas, Washington

MAILED
COMPARED
RECORDED
INDEXED: 3
INDEXED: DIR. 1
REGISTERED: 2

FILED IN RECORDS OF SKAMANIA COUNTY, WASH.  
OF RECORD IN BOOK 58  
AT 9:00 A.M. Oct 9, 1967  
OF [Signature]  
INSTRUMENT OF WRITING FILED BY [Signature]  
I HEREBY CERTIFY THAT THE WITHIN  
COUNTY OF SKAMANIA, WASH.  
DATE OF RECORDING [Signature]

TO  
Mail to: City Investment Co.  
Box 1015  
Camas, Wash.

Filed for Record at Request of  
Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION

