

Water Right

Feb. 8 1906.

Water Notice

The undersigned parties give notice that it is the intention to use and they do hereby claim the water lying, being or flowing in Little Buck Creek at or near the point of posting this notice at the forks of the creek in the N.E. $\frac{1}{4}$ of Sec. 4 to the extent of 267 cubic feet per second of time such water to be used for irrigating and flooding purposes on or near Sec 16 T₃ S N. R. 11 E. Skamania Co. Wa. It is the intention to divert said water by means of a ditch or flume extending from point of diversion to place of use on such a line as the character of the ground will permit. Copy of above notice to be posted on cedar trees at the forks of the creek.

Joseph B. Reynolds

W. H. Walton

C. F. Gilbert

Filed for record by J. B. Reynolds on Feb. 10. 1906 at 8.15 o'clock A.M.

A. Plummer

Co. Auditor.

0.45

Lis Pendens.

In the Superior Court of the State of Washington in and for the County of Skamania.

Portland & Seattle Railway Company a corporation, Petitioner

Lis Pendens

White Salmon Dredge & Improvement Co., a corporation, vs. Claimants

Notice is hereby given: That the above named petitioner has commenced an action against the above named claimant in the above entitled Court and cause for the condemnation and appropriation of a right of way consisting of the following strips and tracts of land situated in the County of Skamania, and State of Washington and more particularly described as follows, to-wit: A strip of land one hundred feet wide, being fifty feet on each side of the center line of the railroad of said petitioner so the same is now located and stretched out over and across the east half of Lot 1, Section 23, Township 3, North, Range 10, East Willamette Meridian, said center line being described as follows:

Beginning at a point on the east line of the west half of Lot 2 of said section twenty-three, known and designated as station 674+40 of said railway survey, thence on a spiral curve to the right 30.8 feet, thence north $69^{\circ}41'$ west 645.2 feet, thence on a curve to the right having a radius of 5730 feet a distance of 707 feet to a point on the west line on the east half of Lot one of said section twenty-three, known and designated as station 688+25 of said railway survey, whence the northwest corner of said lot one bears north $95^{\circ}30'$ west 1136.3 feet, it being the desire and intention of petitioner in said action and proceeding to appropriate and condemn so much of said right of way heretofore described as lies in that tract, and part of said right of way heretofore described extending from the west line of the east half of said lot one on the west, eastward along said one hundred foot strip extending down to the

line of ordinary high water of the Columbia River as the eastern boundary thereof.
That the object of said petition is to condemn said right of way and to appropriate the whole of
said described strips and tracts of land for the purpose of the construction and operation of a line of
railroad across said premises.

Dated this 10th day of February, 1906.

Portland & Seattle Railway Co.

by Elias Bedford, its Attorney, Berlin Bldg. Tacoma, Wash.

Filed for record by Elias Bedford on Feb. 13, 1906 at 2.15 o'clock P.M.

A. P. Schellhaus

Co. Auditor

0.75

Option

Know all men by These Presents, That George Udell Lumsden of Tacoma, Washington, the
party of the first part, for and in consideration of One (\$1.00) Dollars, to me in hand paid,
do hereby bargain, give and grant to R. A. Wade and Geo. L. Hutchins of Portland, Oregon, the
party of the second part for the period of one hundred and twenty days (120) from the date
hereof, the sole, exclusive and irrevocable right and privilege of purchasing that certain tract
or parcel of land, situate, lying and being in the County of Thurston and State of Washington
and more particularly bounded and described as follows, to-wit:
The undivided one half interest in and to Lots Six (6) and Nine (9) of Section One (1),
in Township Two (2) North, Range Seven (7) East W. M. excepting however therefrom about
2 acres heretofore deeded to A. C. Sly and about 2 acres heretofore deeded to A. L. Douglass,
at and for the agreed price of Three Thousand Five Hundred (\$3500.00) Dollars, to be
paid (if the said party of the second part shall elect to purchase hereunder) in manner
and form as follows, to-wit: On or before June 15th, 1906, the sum of \$3500.00 cash
in U. S. Gold Coin, and in case said party of the second part shall elect to purchase said
premises hereunder, and shall pay or offer to pay said consideration to said party of the
first part, in terms, manner and form as hereinbefore specified, then the said party of the
first part upon his part, agrees forthwith to convey said premises free of all encumbrances
to the said party of the second part, by good and sufficient deeds with usual covenants
of warranty; but in case said party of the second part shall not within said specified time
elect to purchase said premises as aforesaid, then this agreement shall at the expiration
of said one hundred and twenty days become at once null and void, and the said party
of the first part may and shall return to his own use and benefit all money before that
time paid hereunder.

Done at Tacoma, Wash. this 16th day of February A. D. 1906.

Done in presence of J. A. Fisher

A. P. Schellhaus.

George Udell (Seal)