

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Johns-Cos. Co., Baker, Texas, Wash - 407

To Amos D. Reid, Carson, Washington

Dear Sir:

You are hereby notified that you received the highest number of votes cast for the office of Skamania County Sheriff at the General Election held in the above County and State, on the 3rd day of November, 1942, and will be given a Certificate of Election on taking the oath of office on back hereof.

In Witness Whereof, I have hereunto set my hand and seal this 12 day of November, 1942.

(Seal of Co. Auditor affixed)

Mabel J. Fosse, County Auditor.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

Oath of office

I, Amos D. Reid do solemnly swear (or affirm) that I will support the Constitution and laws of the United States and the organic act and laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of Skamania Co. Sheriff according to law, to the best of my ability.

Amos D. Reid

Subscribed and sworn to before me this 11 day of Jan., 1943

(Seal of Co. Auditor affixed)

Mabel J. Fosse, County Auditor

The Aetna Casualty and Surety Company
Hartford, Connecticut

Know all men by these presents, That we, Amos D. Reid, of Carson, Washington, as Principal, and the Aetna Casualty and Surety Company, a corporation of Hartford, Connecticut, as surety, are held and firmly bound unto Skamania County, Washington, in the penal sum of Five Thousand and no/100 (\$5,000.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of December, 1942.

The condition of the foregoing obligation is such that:

Whereas, the above bounden principal, Amos D. Reid, was on the 3rd day of November, 1942, duly elected Sheriff for Skamania County, State of Washington, for the term beginning January 11th, 1943, and ending January 11th, 1947, or until his successor is elected and qualified.

Now, Therefore, if the said principal shall well and faithfully perform all the singular the duties incumbent upon him by reason of his election as said Sheriff and not approve, audit or order paid any illegal unwarranted or unjust claim against the county for personal services and shall honestly account for all moneys coming into his hands as said Sheriff according to law, then this obligation shall be null and void; it is otherwise to be and remain in full force and virtue.

In Testimony Whereof, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be signed by its duly authorized Resident Vice-President and Resident Assistant Secretary and its corporate seal to be hereunto attached the day and year first above written.

Amos D. Reid, Principal

(Corporate seal affixed)

The Aetna Casualty and Surety Company,
By Karl V. Lively, Resident Vice-President
Attest: Paul M. Lively, Resident Assistant Secretary.

Countersigned at Vancouver, Washington
By E. A. Hannah, Resident Agent

Approved as to form R. M. Wright, Pros. Atty.

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SKAMANIA COUNTY

Approved Jan. 11, 1943 E. A. Monda, Chr. Mbr. of Co. Comms.

Filed for record September 15, 1943 at 9-00 a.m. by Skamania County Auditor.

Delia J. Monda
Skamania County Auditor.

#32916

Frank Birkenfeld et ux to Emil A. Noble et ux

This Indenture, made and entered into by and between Frank Birkenfeld and Ruth Birkenfeld, husband and wife, parties of the first part and Emil A. Noble and Alyce Noble, husband and wife, parties of the second part, witnesseth:

Whereas the parties of the first part, by deed dated the 1st day of October, 1943, sold and conveyed unto the parties of the second part a tract of land containing 2.75 acres, more or less, of land situated in the Robbins D. L. C. in section 27 tp 3 N R 8 E. W. M., and it is desirable and necessary that water for domestic purposes be granted to the said parties of the second part as appurtenant to the said real property, and,

Whereas, the parties of the first part are the owners of a certain spring or springs situated near the west line of the said Robbins D. L. C. which is more particularly described in deed for easement from Wind River Lumber Company to the State of Washington, recorded at page 434 Book P of Deeds, records of Skamania County, Washington, subject, only, to the rights of the said State of Washington.

Now, therefore, in consideration of the sum of one dollar and other considerations, the said parties of the first part do hereby grant and convey unto the said parties of the second part so much of the water from said spring, or springs, as will flow through a 3/4 inch pipe, subject to the rights of the State of Washington.

In order to efficiently impound and divert and divide the said water, it is agreed that the parties will, at their joint expense construct a concrete tank in the vicinity of said springs upon property belonging to the parties of the first part having a capacity of approximately 1150 cubic feet, and will obtain and jointly maintain a ram at said springs to lift said water from said springs into said tank. They will also obtain and maintain a pipe one inch in diameter from the ram into the said tank, and a pipe 1 1/2 inches in diameter for a distance of 200 feet from the said tank in an easterly direction to a point for division. From the said point the parties of the second part will at their own expense, place and maintain the pipe, not to exceed 3/4 inch in diameter, to the tract of land above mentioned, to which this right is appurtenant.

It is further agreed that in case there shall not, from any cause, be sufficient water from the said springs to supply the water herein mentioned, the parties of the second part shall have the right to take water, not to exceed the amount herein mentioned, from the creek flowing through that tract of land in said section 27 tp 3 N R 8 E. W. M. described in deed from H. W. Davison et ux to the parties of the first part, recorded at page 225 Book 28 deed records of said Skamania County, Washington.

It is further understood and agreed that the parties of the first part reserve the right to the use of waters from said springs and/or said creek, in excess of the amount hereby granted to the parties of the second part, and that the use of the said springs, ram, pipes and reservoir shall jointly be enjoyed by the parties hereto, and their heirs, and assigns, excepting, however, the private pipes to be furnished by said parties for their private supply.

It is further understood and agreed that the rights, easements hereby granted shall be appurtenant to the said tract of land conveyed to the parties of the second part by