

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

No. 45344 State of Washington to Robert V. Lewis
 CERTIFICATE RECORD NO. 11, PAGE 5193
 STATE OF WASHINGTON, COUNTY OF SKAMANIA
 CERTIFICATE OF SURFACE WATER RIGHT

This is to certify that ROBERT V. and GRACE E. LEWIS of Washougal, State of Washington, has made proof to the satisfaction of the State Supervisor of Water Resources of Washington of a right to the use of the waters of an unnamed stream, a tributary of West Fork of Washougal River, with point or points of diversion within the NE $\frac{1}{4}$ of Sec. 18, Twp. 2 N., R. 5 E., W. M., under and subject to provisions contained in Appropriation Permit No. 8727 issued by the State Supervisor of Water Resources, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Water Resources of Washington, and entered of record in Volume 11, at Page 5193, on the 17th day of April, 1953 that the priority date of the right hereby confirmed is October 6, 1950; that the amount of water under the right hereby confirmed, for the following purposes is limited to an amount actually beneficially used and shall not exceed

0.03 of a cubic foot per second for the
 purpose of domestic supply for three homes.

A description of the lands under such right to which the water right is appurtenant, and the place where such water is put to beneficial use, is as follows:

NE $\frac{1}{4}$ of Sec. 18, Twp. 2 N., Rge. 5 E.W.M.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Sections 6 and 7, Chapter 122 Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Water Resources affixed this 17th day of April, 1953.

(Official Seal affixed)

Chas. J. Batholet
 State Supervisor of Water Resources

ENGINEERING DATA
 O.K. MGN.

Filed for record April 21, 1953 at 9-30 a.m. by Robert V. Lewis.

John C. Washburn
 Skamania County Auditor

No. 45419 Anders Granaas et ux by H. Jarvis to Forrest M. Boyer et ux
 EARNEST MONEY RECEIPT

CITY OF PORTLAND, STATE OREGON MAY 5, 1953.

RECEIVED OF Forrest M. Boyer & V. Margaret Boyer hereinafter mentioned as the purchaser, the sum of Five Hundred & 00/100 (\$500.00) Dollars as earnest money and in part payment for the purchase of the following described real estate situated near the City of Carson County of Skamania, State of Wash., to-wit: All of that part of NE $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ and of N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ and of S $\frac{1}{2}$ NE $\frac{1}{4}$ and of N $\frac{1}{2}$ SE $\frac{1}{4}$ and of N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying between State Highway and Wind River all in Sec. 15 T 3 N.R. 7 E.W.M. Excepting that portion platted as El Descanso Al Rio on file page 90 Book A plat records Skamania County Wash. which we have this day sold to the said purchaser for the sum of Five Thousand and Five Hundred and 00/100 (\$5500.00) Dollars Five Thousand and 00/100 (\$5000.00) Dollars upon acceptance of title and delivery of deed or delivery of contract; balance (\$-----) payable at closing of deal. Credit for \$50.00 paid on option and \$450.00 makes up this \$500.00 payment.

MFB
 RJJ

A title insurance policy from a reliable company insuring marketable title in the seller is to be furnished the purchaser forthwith at seller's expense; preliminary to closing,

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SKAMANIA COUNTY

Johnson-Box Company, Makers, Tacoma, - City

seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's title, or in lieu of title insurance herein provided, seller may furnish purchaser an abstract of title prepared by a reliable abstract company continued to this or subsequent date, showing marketable title in the seller.

It is agreed that if the seller does not approve this sale within days hereafter, or if the title to the said premises is not insurable or marketable, or cannot be made so within thirty days after notice containing a written statement of defects is delivered to seller, the said earnest money shall be refunded. But if said sale is approved by the seller and the title to the said premises is insurable or marketable and the purchaser neglects or refuses to comply with any of said conditions within ten days after the title policy preliminary title report or abstract is furnished and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the undersigned agent to the extent of the agreed upon commission and the residue to the seller as liquidated damages, and this contract thereupon shall be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record and as stated above. Seller and purchaser agree to pro rate the taxes which are due and payable for the current tax year. Rents, interest, premiums for existing insurance and other matters shall be pro rated on a calendar year bases. Adjustments are to be made as of the date of the consummation of said sale or delivery of possession, whichever first occurs. Incumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing.

Possession of said premises is to be delivered to the purchaser on or before June 5, 1953, or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Time is the essence of this contract. The purchaser's right herein are not assignable without written consent of the seller.

F. J. Jarvis
By Acting for Anders & Elsie Granaas

I hereby agree to purchase the above property and to pay the price of \$5500.00 as set forth above and grant to said agent days hereafter to secure seller's acceptance hereof, during which period my said offer shall not be subject to revocation. Said deed or contract to be in the name of Forrest M. Boyer and V. Margaret Boyer.

Address

Purchaser Forrest M. Boyer

Phone EM 5034

V. Margaret Boyer

I hereby approve and accept the sale of above described property and the price and conditions^{as} set forth in above contract, and agree to furnish abstract or title insurance policy as above provided; also the said deed when stated, and agree to pay forthwith to the above-named agent a commission amounting to \$----- for services rendered in this transaction. I acknowledge receipt of a copy of this earnest money receipt bearing my signature and that of the purchaser named above.

Address 5326 SE 40th
Phone TA 2563

Seller Anders Granaas and Elsie Granaas
by E. Jarvis.

May 5, 1953

Filed for record May 6, 1953 at 9-45 a.m. by F. M. Boyer

John C. Washburn
Skamania County Auditor ex.