

bachelor, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of November, 1938.

(Notary Seal)
My commission expires:
September 17, 1939.

Katherine E. VanSlyke
Notary Public for Washington, residing
at Yakima.

STATE OF WASHINGTON,)
County of Yakima.)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that George Jackson and Kenneth McCall, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they are partners of that certain partnership known as Jackson & McCall and that the foregoing deed was executed by them on behalf of the said partnership, for the purposes in said instrument intended, and that they were authorized to execute said deed on behalf of the said partnership.

Given under my hand and official seal, this 18th day of November, 1938.

(Notary Seal)
My commission expires:
September 17, 1939.

Katherine E. VanSlyke
Notary Public for Washington residing
at Yakima.

Filed for Record November 23, 1938 at 1:50 P. M.
Request of Kittitas County Abstract Company.

Gerald E. Porter, County Auditor.
By Lucille Morrison, Deputy.

RECORDING NO. 143999

29-20-14

143999

GEORGE C. DARLING ET UX ET AL
TO
JACOB KORFUS

WARRANTY DEED

THE GRANTORS George C. Darling and Maude H. Darling, husband and wife, and Louise E. Diener, a widow for and in consideration of three hundred ninety-three (\$393.00) Dollars, in hand paid, convey and warrant to Jacob Korfus grantee, in fulfillment and full settlement of the contract between the parties dated July 1, 1936, and recorded in Book 56 of Deeds at page 585, records of Kittitas County, Washington, the following tract of land referred to in said contract which has been surveyed, and is described from said survey, as follows:

Beginning at a stake on the north boundary line of section 29, in township 20 north, range 14 east, W. M. distant 469.2 feet west of the northeast corner of said section 29; said stake stands on the intersection point of said north boundary with the south right of way line of the County Road; thence along said right of way line which bears S. 52 deg 17' east 110.4 feet; thence south 10 deg 10' west 560.4 feet; thence south 80 deg 45' east 483.2 feet to an iron pipe on the east boundary line of said section 29; thence south 0 deg 10' W. on said east boundary line 529.5 feet to an iron pipe; thence north 77 deg 18' west 1900.1 feet; thence north 26 deg 58' west 64.9 feet; thence north 11 deg 02' east 756.4 feet to a stake on the north boundary line of said section 29; thence north 89 deg 26' east 1274.8 feet along the north boundary to the place of beginning. Containing 36.00 acres more or less. The grantee assumes all taxes levied thereon since July 1, 1936.

The grantors reserve a right of way across said tract 18 feet wide along the east line of said section 29 for a road, and also reserve the right of way of the present road running in a northerly and southerly direction across said tract and used by the grantors in reaching

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KITITAS COUNTY
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their lands lying south of the High Line Canal; and the grantors further reserve all rights of way for the irrigation ditches of the grantors as now laid out and used by the grantors across said tract, and grantors also reserve the right of way for the House Pipe Line supplying water for domestic purposes to the grantors.

The grantors hereby grant to the grantees an easement for the construction and maintenance of an irrigation ditch across any intervening lands of the grantors to enable the grantees to take and convey water for the purposes of irrigation upon the above described tract from the said High Line Canal.

Situated in the County of Kittitas, State of Washington.

Dated this 24th day of September, 1938.

WITNESSES:

George C. Darling (Seal)

Kaude H. Darling (Seal)

Mrs. Louisa K. Diener (Seal)

STATE OF WASHINGTON, }
County of Kittitas. } ss.

I, Geo. E. Canfield, a Notary Public in and for the State of Washington, do hereby certify that on this 24th day of September, 1938, personally appeared before me George C. Darling and Kaude H. Darling, husband and wife, and Louisa K. Diener, a widow, to me known to be the individuals described in, and who executed the within instrument, and acknowledged that they signed and sealed 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 24th day of September, A. D. 1938.

(Notary Seal)
Com. Exp. Jan. 8, 1939.

Geo. E. Canfield
Notary Public in and for the State of
Washington, residing at Cle Elum.

Filed for Record November 23, 1938 at 2:42 P. M.
Request of Jacob Korfas.

Gerald S. Porter, County Auditor.
By Ira R. Byas, Deputy.

RECORDING NO. 144005

ALBERT W. SCHROEDER ET UX

TO

EASEMENT

ANNA R. KOHLER

Know all men by these presents; That Albert W. Schroeder and Nellie Schroeder, his wife, of Kittitas County, Washington, are the owners of the NE 1/4 of the NW 1/4 of Section 12 of Township 17 N. of Range 18 E.W.M. in Kittitas County, Washington, called herein "Tract (A)" and they are herein called first party and Anna R. Kohler of Kittitas County, Washington, herein called the second party is the owner of SW 1/4 of the NE 1/4 of Section 12 of Township 17 N. of Range 18 E.W.M., the NE 1/4 of the SW 1/4 and NE 1/4 of the SE 1/4 of SW 1/4 of said Section 12 herein called "Tract (B)" adjoining "Tract (a)" and also located in said Kittitas County.

All the easements, covenants and agreements herein contained and set out shall run with the title to the respective "Tracts (A) and (B)" and emire to the benefit of and be a charge upon the several tracts described no matter who may now have or may hereafter obtain title to such property or any part thereof, and rights of ingress and egress necessary to carry such rights into effect shall follow such covenants, agreements and easements as herein set forth binding all present and future owners of the tracts in question or any part thereof.

Second party may at her own expense construct, maintain and operate a ditch for the purpose of conveying irrigating water to be used on Tract (B) over and across Tract (A) on a route the center line of which begins at a point 194 feet North of the Southwest corner of

GRANTOR _____
 GRANTEE _____
 COMPARED _____
 GRANTOR / /
 GRANTEE / /
 COMPARED ✓

KITTITAS COUNTY RECORDER
 1985 MAY 28 AM 11:07

~~487502~~

488779

Real Estate Excise Tax Exempt
 BETTE J. SPENCE
 Kittitas County Treasurer
 By [Signature]
 No 5-28-85
 20126 X 2012

AMENDED AGREEMENT AND DEED

COME NOW the parties hereto, EARL E. GENTRY and VALERIE K.

GENTRY, husband and wife, hereinafter referred to as "Gentry," and RAY JOHNSON, a single person at all times on and since November 26, 1980, hereinafter referred to as "Johnson," who hereby agree as follows:

1. The parties hereto now jointly own the following described real estate in Kittitas County, Washington:

All that part of the following described portion of the Northeast Quarter (NE ¼) of Section Twenty-nine (29), Township Twenty (20) North, Range Fourteen (14) E.W.M., County of Kittitas, State of Washington, which lies East of Big Creek; A tract of land bounded by a line beginning at a point on the North boundary line of said quarter section which is 1,274.8 feet South 89°26' West of the intersection of the South boundary line to the right-of-way of the county road with the North boundary line of said quarter section, and running thence South 11°02' West 756.4 feet; thence South 26°58' East 64.9 feet; thence South 77°18' East 1,900.1 feet to the East boundary line of said quarter section, thence South along the East boundary line of said quarter section to the Southeast corner thereof; thence West along the South boundary line of said quarter section to the Southwest corner thereof; thence North along the West boundary line of said quarter section to the Northwest corner thereof; and thence East along the North boundary line of said quarter section to the point of beginning. INCLUDING 35 inches of second class water right from Big Creek appurtenant to said land. INCLUDING ALSO the perpetual non-exclusive use of private right of way 150 feet in length and 15 feet in width along the section line, as reserved in Warranty Deed dated August 21, 1906 between CHRISTOPHER F. DIENER, et ux, and JAMES ADAMS, recorded in Book 11 of Deeds at page 562, records of Kittitas County, Washington. INCLUDING ALSO all irrigation ditches and ditch rights-of-way appurtenant thereto, and in particular the ditch known as the "Lund-Diener-Smith Ditch." INCLUDING ALSO the non-exclusive perpetual right to use an 18 foot right of way for road reserved by GEORGE C. DARLING and MAUDE M. DARLING, his wife, in Deed from DARLING to JACOB KORFUS, et ux, recorded in Volume 59 of Deeds at page 415, records of said County; said 18 foot right of way lying adjoining and West of the West edge of the Kittitas Reclamation District lateral which is 45 feet in width and lies along the East edge of the JACOB KORFUS property lying East of Big Creek, as more particularly described in Deed from DARLING to KORFUS recorded in Volume 59 of Deeds at page 414, records of said County.

KITTITAS COUNTY RECORDER
 David Ellis
 1985 JUL 11 AM 10:13

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 KITTITAS COUNTY
 CDS

2. The parties hereto hereby agree to divide said property between them. For valuable consideration, the receipt whereof is

VOL 229 PAGE 16
 52

hereby acknowledged, Johnson hereby conveys and warrants to Gentry,
the following described real estate:

All of that part of the following described portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty nine (29), Township Twenty (20) North, Range Fourteen (14) E.W.M., Kittitas County, Washington, which lies East of Big Creek and South of the Kittitas Reclamation District Canal; A tract of land bounded by a line beginning at a point on the North boundary line of said quarter section which is 1,274.8 feet South 89°26' West of the intersection of the South boundary line of the right-of-way of the County Road with the North boundary line of said quarter section, and running thence South 11°02' West 756.4 feet; thence South 26°58' East 64.9 feet; thence South 77°18' East 1,900.1 feet to the East boundary line of said quarter section; thence South along the East boundary line of said quarter section to the Southeast corner thereof; thence West along the South boundary line of said quarter section to the Southwest corner thereof; thence North along the West boundary line of said quarter section to the Northwest corner thereof; and thence East along the North boundary line of said quarter section to the point of beginning.
INCLUDING 20 inches of second class water rights from Big Creek, appurtenant to said land.
Said parcel hereinafter referred to as "Parcel A."

3. Gentry, for valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and warrants to Johnson, the following described real estate:

All of that part of the following described portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty nine (29), Township Twenty (20) North, Range Fourteen (14) E.W.M., Kittitas County, Washington, which lies East of Big Creek and North of the Kittitas Reclamation District Canal; A tract of land bounded by a line beginning at a point on the North boundary line of said quarter section which is 1,274.8 feet South 89°26' West of the intersection of the South boundary line of the rightofway of the County Road with the North boundary line of said quarter section, and running thence South 11°02' West 756.4 feet; thence South 26°58' East 64.9 feet; thence South 77°18' East 1,900.1 feet to the East boundary line of said quarter section; thence South along the East boundary line of said quarter section to the Southeast corner thereof; thence West along the South boundary line of said quarter section to the Southwest corner thereof; thence North along the West boundary line of said quarter section to the Northwest corner thereof; and thence East along the North boundary line of said quarter section to the point of beginning.
INCLUDING 15 inches of second class water rights from Big Creek, appurtenant to said land.
Said parcel hereinafter referred to as "Parcel B."

4. Johnson grants to Gentry and their heirs, successors and assigns, an easement over and across Parcel B for access to Parcel A, said access route described as follows:

Commencing at the Northeast corner of Parcel B; thence Southerly and Westerly along the existing Kittitas Reclamation District Lateral to the Kittitas Reclamation District Canal; thence Northwesterly along the Canal to existing road; thence continuing along said existing road to the existing road crossing the Kittitas Reclamation District Canal at the Big Creek siphon. Said easement shall be 20 feet in width.

Said easement is currently undeveloped in certain areas and Gentry, their heirs, successors and assigns shall have the right to utilize existing roadways until easement is fully developed along described easement route.

5. There are currently two (2) phone lines existing to cabin located on Parcel B. Gentry, their heirs, successors and assigns, shall be entitled to utilize one (1) of these phone lines, and are granted an easement for the maintenance and repair of said line in its present location and further for the installation of additional line from the existing cabin on Parcel B to point of crossing KRD Canal to serve Parcel A.

6. There are two (2) meter bases located at the existing cabin on Parcel B. Gentry, their heirs, successors and assigns, are granted an easement for the use and maintenance of said line, and are in addition granted an easement for the installation of power line from the existing easterly meter base south to the existing ten (10) inch pipe crossing KRD Canal, or alternatively, Gentry, their heirs, succesosrs and assigns, are granted the right to take power from the existing power pole at the southeast corner of Parcel B.

7. Gentry grants to Johnson, his heirs, successors and assigns, as easement for the purpose of constructing utilizing and maintaining an irrigation pond, said pond to be one-quarter (1/4) acre, or less, in size, said pond to be located in the Northeast corner of the hereinabove described Parcel A, for the purpose of serving Parcel B. Said pond shall be located adjacent to existing ten (10) inch pipe crossing KRD Canal, and shall include an easement for the purpose of transporting water from said pond to said existing pipeline or its replacement.

8. Easements and rights-of-way hereinabove provided shall run with the land and shall be rights-of-way and easements in perpetuity, binding upon all parties, their heirs, successors and assigns.

9. Gentry agrees to assume obligations with respect to mortgage recorded under Kittitas County Auditor's File No. 448620, together with obligations contained in Promissory Note secured thereby, holding Johnson harmless therefrom.

Johnson agrees to assume obligations under mortgage recorded under Kittitas County Auditor's File No. 448621, together with the Promissory Note secured thereby, holding Gentry harmless therefrom.

GRANTOR _____
GRANTEE _____
COMPARED _____

487802

KITTTAS COUNTY
RECORDS
MAY 23 AM 11:07

State Excise Tax
Exempt
BETTE J. SPENCE
Kittitas County Treasurer
By *[Signature]*
No 5-28-85
2012672012

AGREEMENT AND DEED

COME NOW the parties hereto, EARL E. GENTRY and VALERIE K. GENTRY, husband and wife, hereinafter referred to as "Gentry," and RAY JOHNSON, a single person at all times on and since November 26, 1980, hereinafter referred to as "Johnson," who hereby agree as follows:

1. The parties hereto now jointly own the following described real estate in Kittitas County, Washington:

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KITTTAS COUNTY
CDS

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INCLUDING 20 inches of second class water rights from Big Creek, appurtenant to said land.
Said parcel hereinafter referred to as "Parcel A."

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