

they signed, sealed and executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(Notarial
Seal)

Geo. E. O'Bryon,
Notary Public for Washington residing
at Stevenson.

Filed for record by Geo. E. O'Bryon on May 22, 1908 at 9:30 A.M.

A. Fleischhauer

Co. Auditor

By E. Swisher — Deputy.

1.05

P. L. L. Mills to Thomas Carr Avery.

This Agreement, made this 27 day of May 1908, between P. L. L. Mills, of Stevenson Washington, party of the first part, and Thomas Carr Avery, of the same place, party of the second part, Witnesseth, that in consideration of the covenants and agreements on the part of the said party of the second part, herein contained, and other valuable considerations, subject to the conditions herein, the said party of the first part hereby covenants and agrees to grant and convey unto the said party of the second part, or to his heirs or assigns, the following described property, to-wit: One half of so much of the best mineral water obtained from the Stevenson Hot Springs, situate on the following described premises in Shumaker County Washington, viz, the North West Quarter (N.W. 1/4) of the North East Quarter (N.E. 1/4) of Section Twenty-seven (27) Township Three North of Range Seven (7) East of T.M., as will flow through a two inch pipe. Provided, that should there not be a sufficient supply of such water in said springs to fill a two inch pipe, then one half of the total amount of such mineral water the said springs will supply.

In consideration of the premises the said party of the second part agrees to secure, or have subscribed, before the first day of April 1909, a sufficient amount of capital to construct a two inch pipe line from the said springs to the town of Stevenson. In default thereof this

contract to become null and void and all rights and interests acquired hereby to cease and be determined.

But in case the said party of the second part shall faithfully perform the said covenant the said party of the first part, or his heirs or assigns, will as soon thereafter as requested, but not later than June 1st, 1909, execute and deliver unto the said party of the second part, or to his heirs or assigns, a good and sufficient deed granting and conveying the above described property, subject, nevertheless, to the following conditions;

1. That the said party of the second part, his heirs or assigns, will before April 1st, 1910, construct a good and substantial pipe line of two inch pipe from the said springs to the town of Stevenson, and will maintain the same in good condition and repair, and will convey to the said town a full and steady flow of mineral water, one half to be owned and used by said party of second part or his heirs or assigns, at his or their hotel and the Stevenson Sanatorium.

2. That the said party of the second part will construct and maintain in good condition an intake and strainer in said springs. Said intake to be placed at the lowest level practicable and at least twenty four inches lower than the present drain.

3. That the said party of the second part will permit the said party of the first part or his heirs or assigns to tap the said pipe in such manner as not to damage the same, and to take therefrom one half of the mineral water.

4. That in case of non performance of the above conditions the said property shall be forfeited and the same, together with the improvements (at the springs) and pipe line, shall revert and rest in the said party of the first part or to his heirs or assigns. And the said deed shall also contain the following covenants:

1. That the said party of the second part or his heirs or assigns may lay the said pipe line on any right of way heretofore acquired by the said party of the first part or by the Stevenson Hot Springs Company, provided the same be done without damage to the property of the said party of the first part or the Stevenson Hot Springs Company and without unusual or unnecessary damage to the said right of way.

2. And the said party of the first part may lay pipe lines along the right of way acquired by the said party of the second part, or by his heirs or assigns, for said pipe line from springs to Stevenson provided the same be done without damage to the

pipe line or other property of the said party of the second part, or his heirs or assigns and without unusual or unnecessary damage to the said right of way.

3. That the said party of the first part or his heirs or assigns will maintain the said springs in good condition and will keep the same free from surface contamination or the encroachment of cold creek water, and will furnish a full and constant supply of mineral water, except when prevented by the elements.

4. That the said party of the second part, will not maintain any camping grounds nor enter into or carry on the business of letting or renting tents nor will either directly or indirectly furnish mineral water to any such camping ground or tents other than those of the said party of the first part, nor will bottle said water for sale, nor will furnish the same directly or indirectly to persons other than party of the first for the purpose of bottling same for sale.

In Witness Whereof we have hereunto set our hands and seals on the day and year first above written.

Signed, sealed and delivered

P. S. C. Mills (seal)

in the presence of

Thos. Carr Avery (seal)

Raymond L. Sly.

A. L. Sly.

State of Washington }
County of Skamania }

ss. I, A. L. Sly, a Justice of the Peace in and for said State, do hereby certify that on this 27th day of May 1908, personally appeared before me P. S. C. Mills and Thomas Carr Avery, 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 act and deed for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year in this certificate above written.

A. L. Sly, Justice of Peace
residing at Stevenson, Washington.

Filed for record by P. S. C. Mills on May 28, 1908 at 8:30 A.M.

A. Fleischhauer
Co. Auditor

By E. Swisher - Deputy.