

wire sufficient to fence said land in good shape and the material as wanted to enlarge or build a barn and other necessary outbuildings on said place to house and care for all crops and stock, and to furnish necessary nursery stock to set such fruit and berry orchards and gardens as the parties may agree to set, and do what seems necessary to aid him to make a farm of said place and when said place shall have been so cleared and fenced and developed by him to deed him free of all incumbrances an undivided two-fifths interest in said land and all stock tools and personal property on the place at the time.

The second party in consideration of the premises agrees to take up his abode on said place, fence, clear up and improve the same into a farm and care for the crops and stock thereon until such time as he may have the whole so improved.

The second party is to have the income of the place and stock to live on until this contract is fulfilled and completed which will probably be at least three years. And he agrees to accept and receive for his share of said place for his work and labor and that of his wife an undivided two-fifths interest in and to said land and said stock, tools and all personal property belonging to the same at the termination of this contract when he shall have performed his part hereof.

Witness our hands this 24th day of May 1913.

L.J. Moody
Geo. Y. Moody
Harold Moody

State of Washington }
County of Clarke. } ss.

I, Thomas S. Keep a notary public in and for the State of Washington do hereby certify that on this 24th of May 1913 personally appeared before me Geo. Y. Moody and L. J. Moody unmarried men of Washougal Wash. to me known to be the identical persons described in and who signed the foregoing instrument as parties thereto and acknowledged to me that they signed the same as their free and voluntary act and deed and for the purposes therein mentioned.

(Notarial Seal)
Commission expires Aug. 29, 1914.

Thos. S. Keep
Notary Public for Washington
residing at Washougal.

Filed for record by Geo. Y. Moody on July 29, 1913 at 8:30 A.M.

H. Swisher,

County Auditor.

MOORE TO HAZELTON

KNOW ALL MEN BY THESE PRESENTS, That C.D. Moore^e of the County of Klickitat, State of Washington, party of the first part, for and in consideration of the sum of One Dollar and other good and sufficient consideration, paid and given by L.R. Hazelton, of Skamania County, Washington, State of Washington, party of the second part, has and hereby does give, grant and convey to the party of the second, for the term of fifty years from the date hereof, the right and privilege to enter upon and construct a well, pipe line and pump and to keep and maintain the same in repair upon the Northeast quarter (N.E. 1/4) of the Southwest quarter (SW 1/4) of Section Sixteen (16) Township Three (3), North of Range Ten (10) East of

Willamette Meridian in the County of Skamania, State of Washington.

It is understood that the parties hereto shall mutually agree upon a location for said well and that in case they succeed in getting a well at a depth which will permit siphoning water out to same to a receiving tank on the land of said party of the first part above described, located within ten (10) feet of the East line of said property (the siphon pipe to have a fall of $\frac{1}{2}$ an inch to the rod from the said well to the receiving tank), then and in that event the said party of the second part is to pay all the expenses up to the point of delivery for all water secured up to a capacity of a four inch pipe, and in consideration of this said party of the second part is to have for his own use and purpose water to the capacity of a one inch pipe, the first twenty feet length to be $1\frac{1}{4}$ inch in diameter, including the right of way for same; If there is not enough water to fill a 1, inch pipe the parties are to share equally what there is; The well is to have a concrete or masonry top; and it is further understood and agreed in event that they are unable to get sufficient water at a depth which will enable them to siphon same in the manner above stated, then and in that event each of the parties hereto shall pump his own water direct from the well and put in his own equipment, but said party of the second part shall not be entitled to water exceeding the capacity of one inch pipe, and in case the capacity of the well is not sufficient so that each can have the capacity of a 1, inch pipe, then each of the parties hereto shall have the right to pump water from half of the time, the time and manner of such use to be mutually agreed upon, and if not agreed upon each of the parties shall have the right to pump three days in each week. It is further agreed to by and between the parties hereto that the work above mentioned in the construction of the said well and other appliances necessary for the completion of said system shall be completed within one year from the date hereof. IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 4th day of June 1913.

In the presence of

F.E. Flynn
as to C.D. Moore

C.D. Moore (seal)

Leta Ruth Hazelton (seal)

State of Washington)
County of Klickitat) SS

This is to certify that on this 4th day of June 1913 before me F.E. Flynn a Notary Public in and for said State, duly commissioned and sworn, personally appeared the above named C.D. Moore, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his own free act and deed for the uses and purposes therein mentioned, IN WITNESS WHEREOF I have here unto set my hand and affixed my official seal the day and year in this certificate first above written.

F.E. Flynn

(Notarial Seal)
Commission expires Apr. 9, 1915.

Notary Public in and for the State of Washington
residing at White Salmon,

State of Washington)
County of Skamania) SS

Personally appeared before me on this 17th day of July, 1913, Leta Ruth Hazelton, known to me to be the person signing the above instrument, and who acknowledged to me that she signed the same as her own free will and accord, for the uses and purposes therein mentioned

(Notarial Seal)
Commission expires July 4, 1914.

W.F. Cash
Notary Public in and for the State of Washington
residing at Underwood.

Filed for record by R.H. Hazelton on August 23, 1913 at 8:30 A.M.

H. Swisher (CO. Auditor)