

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED GUS BARKS WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

ALTON C. ALLEN
NOTARY PUBLIC FOR OREGON.

MY COMMISSION EXPIRES MAY 1, 1931

FILED FOR RECORD MARCH 10, 1921, AT 9 A.M. BY GUS BARKS.

Eddy Mitchell
COUNTY AUDITOR.

ANDREW R. PORTER TO JOHN T. MOORE

THIS AGREEMENT ENTERED INTO BY AND BETWEEN ANDREW R. PORTER AND JOHN T. MOORE, WITNESSETH:

THAT THE SAID ANDREW R. PORTER, IN CONSIDERATION ON ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS TO HIM IN HAND PAID BY THE SAID JOHN T. MOORE, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HEREBY GRANTS UNTO THE SAID JOHN T. MOORE A RIGHT-OF-WAY FOR THE PURPOSE OF LAYING A ONE-INCH PIPE LINE ACROSS THE TEN (10) ACRES DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THREE (3) NORTH, RANGE TEN (10) EAST, WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, WASHINGTON, SAID ONE-INCH PIPE LINE TO BE LAID AT A DEPTH OF AT LEAST EIGHTEEN (18) INCHES FROM THE SURFACE OF THE GROUND AND TO BE AT ALL TIMES KEPT IN SUCH CONDITION AS NOT TO INTERFERE WITH THE OCCUPATION AND USE OF SAID TEN (10) ACRE TRACT. SAID JOHN T. MOORE, IN THE MAINTAINING OF SAID PIPE LINE, AGREES THAT HE WILL NOT INTERFERE WITH THE USEFUL OCCUPATION OF SAID TEN (10) ACRE TRACT AND THAT IF SAID PIPE LINE SHOULD INTERFERE WITH ANY USE OF SAID TEN (10) ACRE TRACT AS THE THEN OWNER DESIRES TO USE IT, THE SAID JOHN T. MOORE, OR HIS ASSIGNS, SHALL PLACE SUCH PIPE LINE SO THAT IT WILL NOT INTERFERE WITH THE DESIRED USE OF THE PREMISES, ALL AT HIS OWN EXPENSE. IF ANY LOSS OR DAMAGE SHALL RESULT TO THE OWNER OF SAID TRACT BY REASON OF THE USE OF SAID PIPE LINE, THE PERSON THEN OWNING THE SAME SHALL BE LIABLE FOR ALL SUCH LOSS.

THE WIDTH OF SUCH RIGHT-OF-WAY SHALL BE HELD TO AS NARROW LIMITS AS ARE PRACTICABLE IN THE USEFUL ENJOYMENT OF THE RIGHT HEREBY GRANTED.

IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THERE ARE PUBLIC HIGHWAYS ACROSS THE ABOVE DESCRIBED TRACT AND THAT THIS CONTRACT DOES NOT GIVE THE SAID JOHN T. MOORE ANY RIGHT TO CROSS SAID HIGHWAYS OR INTERFERE WITH ANY PUBLIC EASEMENTS.

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AND EXECUTED THE FOREGOING INSTRUMENT ON THIS, THE 5TH DAY OF FEBRUARY, 1921.

EXECUTED IN THE PRESENCE OF:

A. G. OSLANDC. D. CRIGHTONANDREW P. PORTER (SEAL)JOHN T. MOORE (SEAL)

FILED FOR RECORD MARCH 17, 1921, AT 9 A.M. BY JOHN T. MOORE.

Sedy P. Mitchell
COUNTY AUDITOR.

W. A. WENDORF ET UG TO JOHN T. MOORE

THIS AGREEMENT, MADE THIS 12TH DAY OF APRIL, A.D. 1921, BETWEEN W. A. WENDORF AND HELEN L. WENDORF, HUSBAND AND WIFE, PARTIES OF THE FIRST PART, AND JOHN T. MOORE, PARTY OF THE SECOND PART, WITNESSETH:

THAT, WHEREAS, THERE IS A SPRING OF WATER LOCATED UPON THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION SIXTEEN (16) TOWNSHIP THREE (3) NORTH OF RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, WASHINGTON, SAID PROPERTY BELONGING TO FRANCES BENEDICT; AND

WHEREAS, THE PARTY OF THE SECOND PART OWNS LAND ADJOINING THE PARTIES' OF THE FIRST PART, AND HAS PERMISSION TO TAKE WATER FROM SAID SPRING TO THE PREMISES OWNED BY HIM, BUT IN ORDER TO REACH HIS PROPERTY IT IS NECESSARY TO CROSS THE PROPERTY OF THE FIRST PARTIES, AS HEREINAFTER DESCRIBED.

IT IS THEREFORE MUTUALLY AGREED, IN CONSIDERATION OF THE BEFEFITS ACCRUING TO ALL OF THE PARTIES HERETO AND IN CONSIDERATION OF AN ANNUAL RENTAL IN THE SUM OF TEN (\$10.00) DOLLARS PER YEAR, PAYABLE IN ADVANCE, WHICH THE PARTY OF THE SECOND PART AGREES TO PAY TO THE PARTIES OF THE FIRST PART, THE PARTIES OF THE FIRST PART DO BY THESE PRESENTS GRANT AND LET UNTO THE SECOND PARTY THE RIGHT AND PRIVILEGE TO CONSTRUCT AND MAINTAIN A $\frac{3}{4}$ INCH PIPE LINE FROM THE SPRING MENTIONED ABOVE, SAID PIPE TO BE CONNECTED WITH A JOINT OUTLET PIPE ABOUT MIDWAY BETWEEN SAID SPRING AND THE SOUTH LINE OF FRANCIS BENEDICT'S PROPERTY, TO THE PREMISES OWNED BY THE PARTIES OF THE SECOND PART, AND RUNNING ACROSS THE SOUTHEAST TEN ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION SIXTEEN (16) TOWNSHIP THREE (3) NORTH OF RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, SAID PIPE LINE TO RUN ACROSS THE ABOVE DESCRIBED PREMISES IN A WESTERLY AND SOUTHERLY DIRECTION FROM SAID SPRING TO A GATE IN A PRIVATE ROAD THROUGH THE UNIMPROVED LAND, THE REST OF THE WAY ACROSS THE PROPERTY TO BE ALONG THE EDGE OF THE CLEARED LAND; THE PIPE LINE TO BE LAID NOT LESS THAN EIGHTEEN (18) INCHES BELOW THE SURFACE OF THE GROUND AND THE TRENCH TO BE KEPT FILLED IN A SAFE AND PROPER AND WORKMANLIKE MANNER; THE RIGHT IS ALSO GIVEN TO GO UPON THE PREMISES WHERE THE PIPE LINE IS LOCATED AND MAKE NECESSARY REPAIRS FROM TIME TO TIME; IT BEING UNDERSTOOD, HOWEVER, THAT THE PARTY OF THE SECOND PART IN MAKING ANY REPAIRS SHALL BE LIABLE TO THE OWNERS OF THE PREMISES FOR ANY DAMAGES TO THE PREMISES CAUSED BY MAKING SUCH REPAIRS.

THE RIGHT HEREBY GIVEN IS TO EXTEND TO THE PARTY OF THE SECOND PART SO LONG AS THE PARTIES OF THE FIRST PART ARE PERMITTED AND GIVEN THE RIGHT TO USE WATER THROUGH PIPE LINE AS NOW LAID FROM THE SPRING LOCATED UPON THE PREMISES ABOVE DESCRIBED AND