

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 BEFEEITS 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

REFERRED TO, IT BEING THE UNDERSTANDING AND INTENT OF THIS AGREEMENT THAT THE PARTIES OF THE FIRST PART HAVE A REVOCABLE LICENSE TO USE THE WATER FROM THE SPRING MENTIONED AND THAT SO LONG AS SUCH RIGHT CONTINUES THAT THE RIGHTS GIVEN TO THE PARTY OF THE SECOND PART BY THIS INSTRUMENT SHALL LIKEWISE CONTINUE AND BE IN FORCE, BUT THAT WHEN THE RIGHT GIVEN TO THE PARTIES OF THE FIRST PART IS REVOKED AND TERMINATED, OR FOR ANY REASON WHATSOEVER THE PARTY OF THE FIRST PART IS DEPRIVED OF THE USE OF THE WATER FROM THE SPRING, THAT THE RIGHT THEREBY GIVEN TO THE SECOND PARTY SHALL ALSO TERMINATE AND CEASE AND ALL PIPE LINES AND IMPROVEMENTS PLACED ON THE PROPERTY OF THE FIRST PARTY SHALL BECOME THE SOLE PROPERTY OF THE PARTY OF THE FIRST PART, AFTER BOTH PARTIES OF THIS CONTRACT HAVE HAD CONTINUED USE OF WATER FROM THE SPRING THRO THEIR RESPECTIVE PIPE LINE FOR A PERIOD OF SIX YEARS.

IT IS FURTHER UNDERSTOOD THAT THE WATER TAKEN FROM THE SPRING SHALL BE USED ONLY FOR DOMESTIC PURPOSES AND NOT FOR IRRIGATING OR SPRINKLING THROUGH HOSE OR PIPES, AND THAT THE WATER WILL NOT BE PERMITTED TO BE WASTED THRO LEAKY PIPES OR FAUCETS.

IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PIPE LINE NOW LAID ACROSS THE PREMISES OF THE PARTIES OF THE FIRST PART BY THE PARTY OF THE SECOND PART, SHALL REMAIN AND BECOME THE SOLE PROPERTY OF THE PARTY OF THE FIRST PART, BUT SHALL BE PERMITTED TO BE USED BY THE PARTY OF THE SECOND PART UNTIL THE PARTY OF THE SECOND PART IS ENABLED TO LAY AND CONSTRUCT A NEW PIPE LINE ON THE NEW LOCATION ABOVE DESCRIBED, WHICH SHALL BE COMPLETED AND IN OPERATION BY NOVEMBER 30TH, 1921.

IT IS HEREBY UNDERSTOOD THAT THE RIGHTS HEREBY GIVEN ARE TO COMMENCE AND BE IN FORCE FROM THE 10TH DAY OF APRIL, 1921, EXCEPT THE RIGHT TO USE THE OLD PIPE LINE UNTIL THE NEW LINE IS CONSTRUCTED AND IN OPERATION, AS ABOVE STATED.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SUBSCRIBED THEIR NAMES IN DUPLICATE THIS THE 12TH DAY OF APRIL A.D. 1921.

W. A. WENDORF

HELEN L. WENDORF

PARTIES OF THE FIRST PART.

JOHN T. MOORE

PARTY OF THE SECOND PART.

STATE OF WASHINGTON,)
COUNTY OF SKAMANIA.) ss.

THIS IS TO CERTIFY THAT ON THIS 12TH DAY OF APRIL A.D. 1921, BEFORE ME, A JUSTICE OF THE PEACE IN AND FOR UNDERWOOD PRECINCT, SKAMANIA COUNTY, WASHINGTON, PERSONALLY APPEARED W. A. WENDORF AND HELEN L. WENDORF, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME 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 THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MYRON S. SMITH
JUSTICE OF THE PEACE IN AND FOR
UNDERWOOD PRECINCT, SKAMANIA COUNTY,
WASHINGTON.

FILED FOR RECORD APRIL 26, 1921, AT 9 A.M. BY J. T. MOORE.

Edw. P. Michell
COUNTY AUDITOR.