

Kribs to Wills

\* This Indenture made this 5th day of March 1909 by and between Fred A. Kribs of Portland Multnomah County, party of the first part, and P. S. C. Wills of Stevenson, Wash. party of the second part, Witnesseth:

That in consideration of the payment of an annual rental of One dollar (\$1.00) by the party of the second part to the party of the first part and of the covenants and agreements herein contained on the part of the party of the second part to be kept and performed, the said party of the first part hereby grants a permit and right of way to the party of the second part for the purpose of laying a pipe or pipes for the transmission and conducting of water emanating from a mineral or hot spring or springs located upon land owned or controlled by the party of the second part herein, on, over and across certain lands owned or controlled by the party of the first part herein, more particularly described as follows:

South half of Northeast quarter, Northeast quarter of southeast quarter section twenty seven (27); Southwest quarter of Northwest quarter, West half of Southwest quarter<sup>S/2 S6 1/4</sup> of Section twenty-six (26); North half of Northwest quarter, Southeast quarter of Northwest quarter, Southwest quarter of Northeast quarter, West half of southeast quarter<sup>W 3/4 S6 1/4</sup> of Section thirty five (35) all in Township three (3) North of Range seven (7) East W.M. Skamania County, State of Washington. Said party of the second part desires to conduct water from his springs located in the Northwest quarter of the Northeast quarter of Section twenty-seven (27) Township three North of Range seven East to some point at or near the town of Stevenson, and the pipe or pipes for conducting such water shall be laid under ground and shall not exceed six (6) inches in diameter.

This permit and right of way is given with the express understanding and agreement that the laying and construction or its maintenance shall not interfere in any manner shape or form with any logging road, steam railroad or other improvements of any nature whatsoever which now exists or which the party of the first part or his assigns, may hereafter construct or allow to be constructed, over and across said lands, and it is further agreed that in the event the pipe line of the party of the second part shall be in the way or interfere with the construction or construction work of any of the improvements herein provided for or contemplated, that the said party of the second part shall change the location thereof, or entirely remove the same from the premises so affected whenever that said party of the first part shall so desire the change to be made; and it is further provided that if the party of the second part shall fail to make the change to be made or entirely remove his pipe line after being notified so to do by the party of the first part, then the said party of the first part or his assigns shall have a right to change or remove the same at the expense of the party of the second part. The paying of said pipe line by the party of the second part shall be done in workman like manner, and shall be done in such a manner as not to interfere with the full use and enjoyment of the premises by the party of the first part and said party of the second part shall not allow said premises to become subject to any lien or incumbrance of any kind on account of the construction of said proposed

pipe line. Provided always that if the party of the second part herein shall fail to pay the rental as hereinbefore specified, or shall neglect or fail to perform and observe any covenant or condition contained herein, to be performed by him, then in that event the said party of the first part or those having his estate in the premises, may immediately or at any time thereafter, without further notice or demand enter into and upon said premises or any part thereof, in the name of the whole, and repossess the same and expel the said party of the second part and those claiming under him and remove his effects (forcibly if necessary) without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which otherwise might be used for arrears for rental or proceeding breach of covenants.

For the purpose of constructing and maintaining said pipe line the party of the second part shall have free access to, on, over and across said premises and said access shall be such as is reasonable and necessary and subject always to the approval of the party of the first part. No timber shall be cut or destroyed in the construction of said pipe line, without the written approval and consent of the party of the first part. The term of this permit and right of way shall be fifteen (15) years from date hereof, and the annual rental herein provided for shall be paid annually in advance by the party of the second part to the party of the first part and the first years rental shall be paid on the execution of this instrument, receipt whereof is hereby acknowledged. It is further provided that the party of the second part shall not assign or sublet this permit and right of way in whole or in part without the written consent of the party of the first part had and obtained.

In Testimony Whereof the parties hereto have executed this instrument in duplicate the day and year first above written.

Witness: C.E. Moulton

W.O. Garrison

Fred A. Kribb  
party of the first part

P.S.C. Wills  
party of the second part

Filed for record by P.S.C. Wills on March 27th 1909 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

150  
✓  
Approved April 8 - 09

John Skane