

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

P. M. ROBBINS (SEAL)

ROBERT L. CURTIS (SEAL)

J. A. KUHN (SEAL)

W. A. BAYNE (SEAL)

W. A. BRACKEN (SEAL)

J. J. BAXTER (SEAL)

FILED FOR RECORD JULY 30, 1925, AT 11-45 A.M. BY J. A. KAVANEY

W. A. Mickley
COUNTY AUDITOR
By *Earl P. Mickley* DEPUTY

J. T. HAFLEY ET UX TO ETTA MICKLEY ET AL

THIS INDENTURE, MADE THIS 11TH DAY OF JULY 1925 BY AND BETWEEN J. T. HAFLEY AND LULU HAFLEY, HIS WIFE, PARTIES OF THE FIRST PART AND ETTA MICKLEY, A WIDOW AND JOHN W. LEIGHTON, PARTIES OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREINAFTER PROVIDED, HEREBY LEASE AND LET UNTO THE PARTIES OF THE SECOND PART, THAT CERTAIN SPRING OF WATER SITUATED AND BEING UPON PROPERTY OWNED BY THE SAID PARTIES OF THE FIRST PART, WHICH IS NOW USED BY THE PARTIES OF THE SECOND PART, AND TO WHICH THEY NOW HAVE A PIPE LINE, BEING MORE PARTICULARLY LOCATED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE PARTIES OF THE FIRST PART BY E. H. PRINDLE AND F. C. PRINDLE, HIS WIFE, ON THE 7TH DAY OF MAY 1923, AS DESCRIBED IN INSTRUMENT RECORDED AT PAGE 225 BOOK "T" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE OLD CASCADES ROAD A DISTANCE OF 205 FEET, THENCE IN A NORTHERLY DIRECTION 87 FEET TO LOCATION OF SPRING HEREBY LEASED.

TO HAVE AND TO HOLD THE SAME FOR THE TERM OF TWENTY YEARS.

AND THE SAID PARTIES OF THE SECOND PART PROMISE AND AGREE TO PAY AS RENTAL THEREFOR, THE SUM OF \$100.00, PAYABLE IN ADVANCE.

IT IS UNDERSTOOD AND AGREED THAT THE SAID PARTIES OF THE SECOND PART SHALL AND MAY USE THE WATER FROM SAID SPRING UPON THE PROPERTY NOW OWNED BY THE SAID ETTA MICKLEY, BEING LOTS 5, 6, 7 AND 8 OF SUNSHINE ACRES AND UPON THE PROPERTY NOW OWNED BY THE SAID JOHN W. LEIGHTON, BEING LOTS 9 AND 10 OF SUNSHINE ACRES AND ON NO OTHER PROPERTY.

THE SAID PARTIES OF THE SECOND PART SHALL AND MAY HAVE THE RIGHT TO GO UPON THE LAND BELONGING TO THE PARTIES OF THE FIRST PART FOR THE PURPOSE OF CONSTRUCTING INTAKE AND PIPE LINE THEREON AND MAINTAINING THE SAME DURING THE TERM OF THIS LEASE, AND TO KEEP THE SAID SPRING FREE FROM DEBRIS AND CONTAMINATION.

THE SAID PARTIES OF THE SECOND PART SHALL HAVE THE FURTHER RIGHT TO PROTECT THE SAID SPRING FROM CONTAMINATION BY ENCLOSING THE SAME WITH A FENCE OR OTHER BUILDING, PROVIDED HOWEVER, THAT NO MORE LAND BE TAKEN OR ENCLOSED THAN SHALL BE NECESSARY FOR SUCH PURPOSE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE SAID PARTIES OF THE FIRST PART SHALL AND MAY HAVE THE RIGHT TO USE WATER FROM SAID SPRING PROVIDED THE SAME SHALL NOT BE TAKEN BY PIPE, FLUME OR OTHER CONDUIT, THE INTENTION BEING TO CONVEY TO THE SAID PARTIES OF THE SECOND PART FOR THE TERM AFORESAID, THE RIGHT TO ALL OF SAID WATER EXCEPT SUCH AS THE SAID PARTIES OF THE FIRST PART MAY TAKE THEREFROM BY BUCKETS OR OTHER RECEPTACLES.

THIS LEASE SHALL BE BINDING UPON THE HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS OF THE PARTIES HERETO.

IN TESTIMONY WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

EXECUTED IN PRESENCE OF:

E. H. PRINDLE
ROBT. C. PRINDLE

J. T. HAFHEY (SEAL)
LULU HAFHEY (SEAL)
PARTIES OF THE FIRST PART.
ETTA MICKLEY (SEAL)
JOHN W. LEIGHTON (SEAL)
PARTIES OF THE SECOND PART.

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

I, E. H. PRINDLE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ON THIS 25TH DAY OF JULY 1925, PERSONALLY APPEARED BEFORE ME J. T. HAFHEY AND LULU HAFHEY, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

E. H. PRINDLE
NOTARY PUBLIC FOR WASHINGTON,
RESIDING AT PRINDLE THEREIN.

FILED FOR RECORD JULY 31, 1925, AT 3-30 P.M. BY ETTA MICKLEY

W. A. Mitchell
COUNTY AUDITOR
BY *E. H. Prindle* DEPUTY

J. M. EMSTRUM ET AL TO MRS. E. A. PLOWMAN

PORTLAND, OREGON NOVEMBER 28/ 24

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IT IS AGREED BY J. M. EMSTRUM & J. J. BRUGGER THAT FOR THE USE OF \$300.00 THREE HUNDRED DOLLARS FURNISHED BY MRS. E. A. PLOWMAN SHE IS TO RECEIVE $\frac{1}{4}$ ONE FOURTH OF THE PROFITS DERIVED BY EMSTRUM & BRUGGER FROM THE LOGS SOLD OFF THE WIND RIVER LUMBER CO. TIMBER AND THAT SHE SHALL BE ALLOWED TO DRAW 50% PER CENT OF HER $\frac{1}{4}$ ONE FOURTH INTEREST EACH MONTH AFTER EMSTRUM & BRUGGER COMMENCE LOGGING AND THE BALANCE OF 50% PER CENT OF HER $\frac{1}{4}$ INTEREST WHEN THE JOB IS COMPLETED IT IS ALSO AGREE THAT WHEN THE SAID TIMBER SHALL PUT IN AND SOLD SHE MRS. E. A. PLOWMAN WILL OWN $\frac{1}{4}$ ONE FOURTH INTEREST IN ONE FORDSON DONKEY AND SUCH LINES AND TOOLS AS MAY BE ON THE JOB SHE AGREES TO FURNISH \$200.00 TWO HUNDRED DOLLARS ON THE DATE OF THIS CONTRACT AND \$100.00 ONE HUNDRED DOLLARS IN 90 DAYS THEREAFTER.