

Delivered by the party of the first
part, in the presence of:

T. A. Bayless

Mellen Wood (Seal)

F. L. Wood (Seal)

STATE OF WASHINGTON
County of Skamania } ss.

On this 25th day of June, 1937, before me, a Notary Public, in and for said County and State, personally appeared Mellen Wood, widow, and F. L. Wood, single to me personally known to be the identical persons named in, and whose names are affixed to the foregoing instrument, and they acknowledge same to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year above written.

(Notarial seal affixed)

(SEAL)

R. M. Wright
Notary Public in and for the State
of Washington, residing at Steven-
son, therein.

Notary Public for the State of
Washington, residing at Stevenson

Filed for record June 26, 1937 at 9-05 a.m.
By Grantee

Mabel J. Card
Skamania County, Clerk-Auditor.

#24399

J. W. Shipley et ux to Harry J. Card et ux

AGREEMENT

THIS AGREEMENT, made and entered into by and between J. W. SHIPLEY and ALMA SHIPLEY, husband and wife, hereinafter referred to as the parties of the first part, and HARRY J. CARD and MARGARET J. CARD, husband and wife, hereinafter referred to as the parties of the second part:

WITNESSETH:

THAT WHEREAS the parties of the first part and the parties of the second part own orchards and farm lands which are near each other,

AND WHEREAS, said parties for their mutual benefit have acquired a well from which they propose to pump water for household use and for orchard purposes, including such irrigation as they want to have for their lawns or gardens,

AND WHEREAS, the propose to install a pump and build a pipe line from the well which is located on other properties and building a pipe line to their respective properties, hereinafter referred to and ^{hereinafter} particularly described,

NOW THEREFORE, it is hereby agreed between the parties hereto as follows, to-wit;

The parties hereto agree to share equally in the cost of installing sufficient electric motor or motors, and in the cost of laying and maintaining pipe lines, as well as maintaining the pump and motor so as to bring the water to the farms of the respective parties for the uses hereinbefore mentioned, it being estimated between the parties that it will cost from Two Thousand Five Hundred (\$2,500.00) Dollars to Three Thousand (\$3,00.00) Dollars for the original installation and the cost of the land in connection with the well.

It is further understood and agreed between the parties hereto that each of the parties will have a meter installed so as to show the quantity of water that each of the parties to this agreement use during the year and that the cost of operating and maintaining the system, after the original installation, will be based upon the amount of water used by the parties to this agreement.

It is further understood that each of the parties will furnish the cash that the

original installation will require, and that thereafter the parties are to pay monthly, share and share alike, the costs of the power necessary to operate the pump, and at the end of each year an adjustment will be made so that the costs shall finally be adjusted on the basis of a meter reading, as heretofore referred to.

It is further understood between the parties that at least one and perhaps two or three other parties may want to tap the water main proposed to be laid in connection with the water system to be built by the parties to this agreement, and that if such parties do desire to use the water, it is understood that a meter will be placed on the line leading to the premises of the persons so using the water, and that payment shall be made by them on a monthly basis, and that such agreement shall be required from such users so that the parties to this agreement shall in no event get themselves into the business of furnishing water for hire so as to create themselves as operators of a private utility water system.

It is further understood and agreed between the parties hereto that this agreement shall run with the land and to be considered as appurtenant, and it is not to be considered as a personal agreement, and that in case either of the parties shall sell their property, that the water system shall be sold with the land.

It is further understood and agreed between the parties hereto that this contract to create this water system is for the benefit of the lands owned by the parties hereto and it is not an agreement entered into for profit and shall in no sense be declared to be a partnership agreement.

The real property owned by the parties to this agreement is described as follows, Paragraph I contains a description of the land of the parties of the first part, Paragraph II contains a description of the lands of the parties of the second part, to-wit:

- I West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21) in Township Three (3) North (N) of Range Ten (10) East of the Willamette Meridian in Skamania County State of Washington, containing twenty (20) acres, more or less. Also the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section twenty-one (21) in Township three (3) North of Range Ten (10) East of the Willamette Meridian in Skamania County, State of Washington containing twenty (20) acres more or less.
- II East half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section twenty-one (21), Township three (3) North, range ten (10) East of the Willamette Meridian, save and except therefrom the right-of-way for County Road, said tract designated by the County Assessor as Tax lot #14, containing 40 acres more or less.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 14th day of July, 1937.

J. W. Shipley
Alma Shipley
Harry J. Card
Margaret J. Card

Filed for record July 14, 1937 at 1:15 p.m. by Harry J. Card

Mabel J. Card
Skamania Co., Clerk-Auditor.

#24421 L. R. Webster et ux to West Coast Power Co.

PRIVATE RIGHT OF WAY AND TREE TRIMMING PERMIT.

KNOW ALL MEN BY THESE PRESENTS, That L. R. Webster and Lauila L. Webster of Stevenson P.O., State of Washington party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the West Coast Power Company a Delaware corporation with principal offices at Portland Oregon, party of the second part, receipt of which is hereby acknowledged, hereby agrees to allow party of the second part, its heirs, executors and assigns to construct and permanently maintain a Transmission Line for fur-