

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 ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) 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 ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) 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 ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), and the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), 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-

furnishing Electricity for Light and Power over, along and across the following described property, to-wit:

All of that part of the Southwest : One Half of the D. Paughman D.L.S. number 42 in Secs. 1 and 2, Twp. two (2) North Range Seven (7) East of Willamette Meridian lying north of the State Highway Number 8 in Skamania County, Wash.

and also agrees to allow the party of the second part to cut down or trim any trees necessary to give proper clearance for said Transmission Line, and install necessary guys and anchors.

In consideration of the mutual promises herein made, the party of the second part agrees to pay for all damage done to crops, stock or fences belonging to the party of the first part, suffered as a result of the granting of this permit.

Witness our hands and Seals this 17th day of July, A.D. 1937

Signed Sealed and Delivered
by the party of the first part, in
the presence of:

R. R. Webster (SEAL)
Laura L. Webster (SEAL)

T.A. Bayless

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS.

On this 17th day of July, 1937 before me, a Notary Public, in and for said county and State, personally appeared R. R. Webster and Laura L. Webster, husband and wife, 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)

R. M. Wright
Notary Public in and for Washington
residing at Stevenson therein.

Filed for record July 19, 1937 at 11-50 a.m. by T. A. Bayless

Mabel J. Ross
Skamania County Clerk-Auditor.

#24430

West Coast Power Co., from E.P. Ash et ux

PRIVATE RIGHT OF WAY AND TREE TRIMMING PERMIT

KNOW ALL MEN BY THESE PRESENTS, That E. P. Ash and Gertrude E. Ash of Stevenson, P.O., State of Washington, party of the first part, for and in consideration of the sum of One Dollars, (\$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 furnishing Electricity for Light and Power, over, along and across the following described property to-wit:

West 1 of Sec. 11 Twp. 2 North Range 7-E.W.M. situated in Skamania County, Washington

and also agrees to allow the party of the second part to cut down or trim any trees necessary to give proper clearance for said Transmission Line, and install necessary guys

and anchors. In consideration of the mutual promises herein made, the party of the second part agrees to pay for all damage done to crops, stock or fences belonging to the party of the first part, suffered as a result of the granting of this permit.

Witness our hands and Seals this 19th day of July, A.D. 1937

Signed, Sealed and delivered by the
party of the first part in the presence of:

E.P. Ash (SEAL)
Gertrude E. Ash. (SEAL)