

WITNESSETH

WHEREAS the First Party heretofore sold a certain tract of land situated in Skamania County, Washington, to Doris Lindsay, which land is now owned by the Second Parties, and

WHEREAS the First Party has sold to the Third Parties, on conditional sales contract, the following described property situated in the County of Skamania, State of Washington, to-wit:

"Beginning at a point on the west boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, where said boundary line intersects with the center of the channel of Washougal river; thence in an easterly direction following the center of the channel of said Washougal river to a point nine hundred (900) feet east of the west boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, which last mentioned point is the place of beginning of the tract herein described; thence north parallel with the west boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian 435 feet more or less to a point in the center of a private road running easterly and westerly as now staked out, and which said point is nine hundred (900) feet east of the West boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence in an easterly direction along the center line of said private road to a point in the center of said private road one thousand (1000) feet east of the west boundary line of said Section 34; thence south parallel with the west boundary line of said Section 34, 435 feet more or less to a point in the center of said Washougal river and which point is one thousand (1000) feet east of the west boundary line of said Section 34; thence Westerly following the center of the channel of said Washougal river one hundred (100) feet more or less to the point of beginning, all situated in the southwest quarter of the north west quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian".

and which property is adjacent to the property of the First and Second Parties, and,

WHEREAS the First Party has heretofore filed an application for a permit for the use of certain water from an unnamed spring tributary to the Washougal river and which permit is No. 2758, approved July 24, 1937, and recorded in Book 12 of permits on page 2758, approved July 24, 1937, and recorded in Book 12 of permits on page 2758 of records in the office of State Supervisor of Hydraulics, Olympia, Washington, and

WHEREAS the First and Second Parties hereto constructed a pipeline approximately nine hundred (900) feet in length to the property of the Second Parties, as well as to the property now owned by the First Party, for the purpose of supplying water for the needs of the Parties hereto and their successors in interest in said lands, and which pipeline traverses the property sold to the Third Parties,

NOW, THEREFORE, in consideration of the mutual promises herein contained to be kept by the Parties hereto, the First Party and the Second Parties mentioned do hereby grant to the Third Parties the right to use water from said pipeline, provided, however, that:

1. Only one one-half inch lead is to be taken off from said pipeline.
2. Should replacements, repairs or maintenance, as determined by the First and Second Parties, be necessary on said pipeline, the Third Parties will help and assist with the labor and bear one-third of the cost of such replacement, repairs and maintenance. Provided, however, that should it become necessary to replace the present main line pipe with a larger pipe in order to supply water to others not a party to this agreement, then the Third Parties shall not be required to bear any part of the cost of such replacement, However if replacement is necessary for any other reason and a larger pipe is used the Third Parties shall bear their proportionate share of such replacement.
3. The Third Parties will not grant any water rights from the said pipeline nor permit any other persons to use said water on property other than that belonging to the Third Parties.
4. The rights herein granted to the Third Parties to use water from said pipeline shall run with the lands above described and now being sold on contract to the Third Parties, and the benefits and privileges granted hereby shall be perpetual to the said Vendees, their heirs, successors or assigns.
5. Should any other water rights be granted, at any future date, by the First and Second Parties, the portion of the cost of replacement, repairs and maintenance to