

all in township three (3) north of range ten (10) east of the Willamette Meridian, which parcel of land is not included in said trust deed or mortgage.

• All rights under that certain contract of sale covering the northeast quarter of the southwest quarter and the south half of the southwest quarter of section 24 in township 5 north of range 10 east of the Willamette Meridian, State of Washington, executed by Northern Pacific Railway Company in favor of C.E. Moulton, which contract is entitled L.C. No. 8890, Contract No. 7697, List Vancouver No. 285, and bears date December 14, 1909, assigned by C.E. Moulton to Otis J. Smith, and by said Smith and Ida L. Smith, his wife, assigned to the ELECTRIC COMPANY.

All the rights of Northwestern Electric Company as assignee of Mortimer Fleishhacker in a certain contract of sale with Ham, Yearsley & Ryrie, a corporation, dated the 19th day of April, 1911, whereby said Ham, Yearsley & Ryrie agreed to sell to said Fleishhacker, and said Fleishhacker agreed to buy, certain land and riparian water rights on the Klickitat River, State of Washington, described as follows:

• (a) All the riparian rights in the waters of the Klickitat River in the State of Washington where the same runs between the south line of the north half of the northwest quarter of section thirty-five (35), township three (3) north of range twelve (12) east of Willamette Meridian, and the line running between sections seventeen (17) and eighteen (18), township three (3) north of range thirteen (13) east of Willamette Meridian.

• (b) All lands in the north half of the northwest quarter of section thirty-five (35), township three (3) north of range twelve (12) east of Willamette Meridian, lying between the present existing wagon road on the south side of the said Klickitat River and a line drawn on the north side of said river and ten (10) feet from the extreme high water mark on the said north side of said river.

• (c) All lands lying in the northwest quarter of the northeast quarter of said section thirty-five (35) north of the wagon road on the left bank of said river.

• (d) A dam site of not exceeding two (2) acres, lying in the southwest quarter of the northeast quarter of section twenty-three (23) in township four (4) north of range thirteen (13) east of Willamette Meridian, as shall be located and used for the construction of a dam by the party of the second part in said contract; and also any other dam site which the party of the second part in said contract shall select and on which he shall construct a dam between the south line of the north half of the said section thirty-five (35), township three (3) north of range twelve (12) east of the Willamette Meridian, and the east line of the west half of the east half of section twenty-three (23), township four (4) north of range thirteen (13) east of the Willamette Meridian.

• (e) At the option of the party of the second part in said contract, the land between the flume line commonly called the upper flume line as at present surveyed, and established by the party of the first part in said contract, and the existing wagon road in the northwest quarter of the northeast quarter of the said section thirty-five (35), upon which certain buildings now stand; and also, at the option of the party of the second part in said contract, any other lands in the said northwest quarter of the northeast quarter of said section thirty-five (35) desired by the said party of the second part for his purposes in the development of power.

• (f) All the riparian rights in and to the waters of the said Klickitat River from the line between sections seventeen (17) and eighteen (18) in township three (3) north of range thirteen (13) east of Willamette Meridian, to the