

east line of the west half of the east half of section twenty-three, township four (4) north of range thirteen (13) east of Willamette Meridian.

o (g) A strip of land along said river on each side thereof extending inland ten (10) feet in width from the mean high water line on each side of said river, wherever the party of the first part in said contract now owns said land or may acquire the same prior to January first, 1913, 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 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 Willamette Meridian; subject, however, to the right of free access by the party of the first part in said contract or its successors in interest to the waters of said river over and across said strips of land described, as the said water may rise and fall; and subject to the right of use of said strips for warehouse and railroad purposes.

o (h) A right of way for a flume, ditch, canal, or pipe line, or any combination of the same, not to exceed one hundred (100) feet in width, over the lands of the first party in said contract, to be located in accordance with the terms thereof,

o (i) Satisfactory right of way for a pipe or flume line across the right of way and under the track of the Goldendale branch of the Spokane, Portland & Seattle Railway, said crossing to be on section twenty-six (26) or section thirty-five (35), township three (3) north, range twelve (12) east of Willamette Meridian.

o (j) Certain riparian rights to be acquired by the party of the first part in said contract, in the waters of said Klickitat River, from the line between said sections seventeen (17) and eighteen (18), township three (3) north of range thirteen (13) 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, range thirteen (13) east of the Willamette Meridian.

All rights under a contract (supplemental to the contract last mentioned) between Ham, Yearsley & Ryrie, a corporation, and Northwestern Electric Company, executed on the 11th day of July, 1911, and all rights of the Northwestern Electric Company as payee in a certain promissory note for fifteen thousand dollars (\$15,000) dated July 11, 1911, payable by Ham, Yearsley & Ryrie, the maker, one year after demand evidenced in writing and secured by a trust deed given by said Ham, Yearsley & Ryrie to Erskine Wood, Trustee, covering certain lands, therein described, situated in Klickitat County, State of Washington; and all rights accruing to the ELECTRIC COMPANY under said trust deed.

The right to flood all shore lands belonging to the State of Washington bordering upon the Lewis River as the same flows through sections 3, 4, 8, 9, 16, 17, 21, 28, 29, 31 and 32 of township 6 north of range 4 east of the Willamette Meridian; said right having been granted by the Commissioner of Public Lands to L.P. Hornberger on application No. 8033, and by said Hornberger assigned to Northwestern Electric Company.

The right to flood all shore lands belonging to the State of Washington, bordering upon the Lewis River as the same flows through section 36, township 6 north of range 3 east of the Willamette Meridian; said right having been granted by the Commissioner of Public Lands to L.P. Hornberger, on application No. 8033, and by said Hornberger assigned to Northwestern Electric Company.

The right to flood all of the west half of the northwest quarter and the southeast quarter of the southwest quarter of section 16, township 6 north of range 4 east of the Willamette Meridian; and,