

with a good substantial woven wire fence, and the said party of the first part in consideration of the premises and covenants herein contained further agrees to do all necessary work on said water rights to preserve the same under the laws of the State of Washington, all of which is to be paid for by the said party of the first part.

For the purpose of modifying the foregoing option wherein the same is in any particular inconsistent with the following, and for the further purpose of clearly expressing the intentions of the parties hereto, it is further mutually agreed and understood by and between the parties hereto, Henry M. Thompson, party of the first part, and Fred A. Roberts, party of the second part, that this option shall not be transferred or assigned without the written consent of the said first party; that the said first party shall have the right at any time hereinafter to settle said condemnation suit or compromise the same and any and all litigation concerning said property, upon such terms and in such manner as said first party may desire; Provided; that if such settlement is made without the intervention of a jury or a court, said second party may still elect to purchase all the property hereinbefore described, then remaining, in accordance with the terms of this option, within thirty days after written notice to second party, deposited in U.S. Mail, addressed to him/c/f A.C. Dayton 422 Chamber of Commerce Bldg Portland, Oregon, at a reduction of five hundred (500) dollars per acre for each acre disposed by the said first party in such settlement, besides the one thousand dollars hereinbefore specified as general damages, upon purchase price of twenty thousand dollars (20,000) hereinbefore named. It is further mutually covenanted and agreed as a part of the consideration for the execution hereof on the part of the said party of the first part that this option or any rights thereunder shall not and do not in any manner enure to the benefit of the Northwestern Electric Company or to any other corporation then the said second party herein and that in case this agreement or any part thereof or the fact of the execution thereof be used or attempted to be used in connection with any suit now pending against said property or against said first party either directly or indirectly for any purpose whatever, this agreement may at the election of the said first part be immediately declared null and void and the said seven hundred and fifty dollars paid herefore shall be forfeited and said first party shall retain the same as liquidated damages and in case said first party or his attorneys shall so use this option or the fact of the execution hereof, in connection with said suit either directly or indirectly, to the injury of said second party, then and in such case said first party shall refund said \$750.00 to said second party and said second party shall have a lien against said property therefor.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 24th day of April 1912

Henry M. Thompson (Seal)

F.A. Roberts (Seal)

State of Washington

County of Klickitat, ss. I, Avery R. Hayes, a Notary Public in and for said State do hereby certify that on this 24th day of April 1912 personally appeared before me Henry M. Thompson and Fred A. Roberts to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Avery R. Hayes, Notary Public for state of Washington

(Notarial Seal)

residing at White Salmon

Filed for record by A.C. Dayton on May 29th 1912 at 8.15 A.M.

A. Fleischhauer

Co. Auditor