

who executed the foregoing 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.

(NOTARIAL SEAL)

Com. expires May 9, 1916.

R. M. Wright.
Notary Public in and for the State of
Washington, residing at Stevenson.

Filed for record by Geo. E. O'Bryon on April 24, 1916 at 9:30 A.M.

Chas. H. Mellor

County Auditor.

WACHTER TO STEVENSON WATER CO.

THIS INDENTURE WITNESSETH, That John Wachter and Margaretta Wachter, his wife, of Stevenson, Washington, the parties of the first part, for and in consideration of the sum of One Dollar, (\$1.00) lawful money of the United States of America, to them in hand paid by The Stevenson Water Company, a corporation of the State of Washington, party of the second part, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said party of the second part, for the term of FORTY-FIVE YEARS, from the date hereof, a right-of-way for laying and maintaining a pipe line or pipe lines, over and across the land of the parties of the first part, situated in Skamania County, State of Washington, and described as the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-five (25), Township Three (3) North of Range Seven (7) East of the Willamette Meridian, as follows: Beginning at a point on the South line of the said above described John Wachter property, approximately One thousand (1000) feet West of the South Quarter ($\frac{1}{4}$) corner of said Section Twenty-five (25), where said line intersects a certain old abandoned road, thence running in a Northerly direction, passing West of the original homestead improvements of said John Wachter, thence Northerly over the most feasible route to the North line of the said John Wachter property.

TO HAVE AND TO HOLD, the said right-of-way with its appurtenances, unto the said party of the second part, its successors and assigns for the term aforesaid; and the parties of the first part covenant with the party of the second part to warrant and defend the title to said right-of-way against all lawful claims whatsoever.

As a part of the consideration for this right-of-way, the party of the second part hereby agrees to so lay the pipe or pipes to be laid on the said right-of-way as not to interfere with plowing or cultivating said land and agrees to lower same at any time when notified by the parties of the first part that the pipe or pipes are so interfering. It is further hereby agreed between the parties hereto that if at any time during the term hereof, the said right-of-way should be abandoned by the party of the second part or its successors for a period of two years, this right-of-way, and the rights hereunder granted, shall cease and be determined.

IN WITNESS WHEREOF the parties of the first part hereto have hereunto set their hands and seals this 19th day of April, 1916.

Signed, sealed and delivered
in the presence of
Laura J. Wallace
Geo. E. O'Bryon

John Wachter (SEAL)
Margareta Wachter (SEAL)