

RESERVE AND SHALL ENJOY THE WATERS FROM SAID SPRING, AND ALL OTHER RIGHTS IN CONNECTION THEREWITH, AND THE CONCRETE INTAKE AND PIPES LEADING TO OR CONNECTED THEREWITH CONSTITUTING A PART OF THE SYSTEM FOR SUPPLYING WATER FOR DOMESTIC PURPOSES AT UNDERWOOD, AND AN EASEMENT AND RIGHT OF WAY FOR SAID WATER SYSTEM, WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID WATER SYSTEM AND SAID SPRING FOR THE PURPOSE OF REPAIRING, CLEANING, MAINTAINING AND/OR ALTERING SAID INTAKE, PIPES AND WATER SYSTEM, AND WITH THE RIGHT TO TAKE THE SUPPLIES AND EQUIPMENT NECESSARY FOR SUCH PURPOSES OVER, ALONG AND ACROSS THE PREMISES OF THE GRANTEE TO AND FROM SAID SPRING AND WATER SYSTEM; AND THE GRANTEE AGREES NOT TO DO ANY BLASTING WHICH MAY ENDANGER THE FLOW OF WATER OF THE SPRING AT ITS PRESENT OUTLET, AND IN ANY EVENT NOT WITHIN FIFTY (50) FEET IN ANY DIRECTION FROM SAID SPRING, AND AGREES NOT TO INTERFERE WITH, INJURE OR IMPAIR THE PRESENT COURSE OR FLOW OF WATER FROM SAID SPRING, WHETHER BY PRESENT OR FUTURE WORK OR CONSTRUCTION OR DEVELOPMENT, AND SAID GRANTEE COVENANTS AND AGREES TO PAY THE FULL AMOUNT OF ANY DAMAGE OR LOSS RESULTING FROM SUCH INTERFERENCE WITH, INJURY OR IMPAIRMENT OF SAID SPRING OR THE FLOW OF WATER THEREFROM; AND THE GRANTEE AGREES NOT TO CHANGE THE LOCATION OF THE INTAKE BUT SHALL HAVE THE RIGHT TO TEMPORARILY CHANGE THE LOCATION OF THE PIPES CROSSING ITS RIGHT OF WAY SO AS TO ACCOMMODATE ITS WORK OF CONSTRUCTION, BUT SAID PIPES SHALL BE REPLACED UPON COMPLETION OF SAID CONSTRUCTION IN AS GOOD CONDITION AS PRIOR THERETO, ALL AT THE EXPENSE OF THE GRANTEE, AND SHOULD ANY CHANGE BE NECESSARY OR NEW MATERIALS OR PIPES BE REQUIRED BECAUSE OF THE CONSTRUCTION CONTEMPLATED BY THE GRANTEE, THEN THE COST THEREOF SHALL BE BORNE WHOLLY BY THE GRANTEE, AND THE WATER SYSTEM SHALL BE LEFT IN AS GOOD CONDITION AS PRIOR TO SAID CHANGE, AND THE GRANTEE GIVES TO THE GRANTORS A PERPETUAL RIGHT OF WAY FOR ITS WATER SYSTEM ACROSS AND ALONG THE PROPERTY OF THE GRANTEE AS SAID SYSTEM IS NOW LOCATED, TOGETHER WITH THE RIGHT TO ENTER WITH EQUIPMENT, AND SUPPLIES IN SO FAR AS MAY BE NECESSARY FOR THE PURPOSE OF REPAIRING AND MAINTAINING THE SAME.

IN WITNESS WHEREOF, THE GRANTORS AND THE GRANTEE HAVE EXECUTED THIS INSTRUMENT, THIS FOURTH DAY OF OCTOBER, 1920.

WITNESSES AS TO GRANTORS:

FANNIE A. MADISON

H. NAGEL

MINNIE MCCRAKEN GODDARD (SEAL)

ELIZABETH FRANCES GODDARD (SEAL)
GRANTORS.

WITNESSES AS TO GRANTEE:

E. PEARSON

T. N. KENDRICK

SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY,

BY L. C. GILMAN
PRESIDENT.

ATTEST:

ROBT. CROSBIE
SECRETARY.

(CORPORATE)
(SEAL)

STATE OF CALIFORNIA, }
COUNTY OF ALAMEDA. } ss.

THIS IS TO CERTIFY, THAT ON THIS FOURTH DAY OF OCTOBER, 1920, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED MINNIE MCCRAKEN GODDARD, A WIDOW, AND ELIZABETH