

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

STATE OF WASHINGTON)
 (ss
 COUNTY OF SKAMANIA)

I, R. M. Wright, a Notary Public, do hereby certify that on this 13th day of November, 1933, personally appeared before me Maggie Hanlon, unmarried to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of November, 1933.

(Notarial seal affixed)

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

Filed for record January 29, 1934 at 10-15 a.m. by Grantee

Mabel J. Osse
 Skamania County Clerk-Auditor

#19096

H. W. Herring et ux to Wind River Irrigation District.

Waiver of Claim for Damages and Consent for right of Way.

The undersigned, being the owners of the property herein described, do, in consideration of the benefits and advantages to accrue to them by the location and establishment of a pipe line for carrying water for irrigation, power and domestic purposes ^{by} the Wind River Irrigation District of Skamania County, Washington, hereby consent that said pipe line may be established for said purposes and forever relinquish to said Wind River Irrigation District, a right of way therefor as surveyed and shown by the plat attached hereto, and made a part hereof over and across the following described land, to-wit:

Over and across the NE corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ (being Lot 7) of Section 6
 T. 3 N. R. 8 E. W. M.

and waive all claim for damages of whatever kind which may be occasioned to said land or any portion of the same, by examining, surveying, laying out and establishing said pipe line for said purposes.

Giving and granting unto said Wind River Irrigation District, its successors and assigns, the said easement, with full power and authority to examine, survey, lay out and establish said pipe line for said purposes and to perpetually maintain the same.

The said grantee shall see that its officers and employees shall do no permanent damage to said land; they shall not use more thereof than is necessary for the purposes herein enumerated; that they shall properly lay said pipe, cover the same flush with the surface of the surrounding or adjacent ground; clear and burn all brush and debris found on the ground used and shall lay said pipe as near to the west boundary of the Wind River Road as practicable.

It being understood and agreed that said grantee shall lay said pipe line so that the top thereof shall be at least two feet under the surface of the land so as not to interfere with the cultivation of the land, and should the grantor herein desire water for any of the purposes mentioned, he shall have the right thereto subject to the lawful rights of the users within the boundaries of said Irrigation District, by paying therefor the same rates and tolls as is paid by the users within said District. Said grantor to assume all expense in connection with the tapping of said pipe line and the use and distribution of water therefrom.

Given under our hands and seals this 27 day of January, 1934.

H. W. Herring
 Emma Herring.