

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

voluntarily

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

A. C. Emmons
Notary Public for Oregon. My commis-
sion expires Jan. 27, 1936.

Filed for record July 31, 1934 at 111-00 a.m. by Grantee.

Mabel J. Osse
Skamania Co. Clerk-Auditor.

#19754

Gladys Guphill to Alfred A. Aya

Know All Men by these Presents, That I, Gladys Guphill, of Skamania County, State of Washington, in consideration of One Dollar to me paid by Alfred A. Aya, receipt whereof is hereby acknowledged, do hereby grant unto said Alfred A. Aya, and unto his heirs and assigns, permission to divert and use a quantity, not to exceed Five Hundred (500) cubic feet per day of the water that issues from three small springs closely adjoining each other ^{S $\frac{1}{2}$ of the} on the ^{SE $\frac{1}{4}$ of the} SW $\frac{1}{4}$ of Section 24, in township 2 north, range 6 E. W. M. in said County and State, and situated close the Northwest corner of said parcel of land, together with the right to enter upon the land at and near said springs and to construct, operate and maintain thereon water storage and diversion facilities for conveying said water onto the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24, and for the full perpetual use and enjoyment of said waters hereby granted; further provided that the diversion facilities so constructed by said Alfred A. Aya, or his heirs or assigns, shall be of such nature that not more than the above set out quantity of 500 cu. feet shall be diverted during any one day; and provided further that said Alfred A. Aya, his heirs or assigns shall join with me, my heirs and assigns in the construction and maintenance of a reservoir at said springs with a capacity of approximately 2,000 cubic feet of water, at a time and of materials mutually agreed upon by said parties, the cost of said construction and maintenance to be borne equally by said parties; also a perpetual right of way over the existing road from the Evergreen State Highway to the E $\frac{1}{2}$ of Lot 11 of Section 25, in said township and range, and cost of improving and maintaining said stretch of roadway shall be borne equally by said Alfred A. Aya, and myself, and by our heirs and assigns, and the manner of said improvement and maintenance shall be mutually agreed upon by said parties; also a perpetual right of way for road purposes, beginning at or near the Southeast corner of said lot 11, and extending in a general northwesterly direction across the east end of said E $\frac{1}{2}$ of said lot 11, and in a general northwesterly direction across the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, in township 2 North, range 6 E. W. M., in said county and state, said right of way for road purposes to be for common use of said grantor and said grantee; provided, that said Alfred A. Aya, his heirs and assigns shall construct and maintain said road at their own expense and ditch the same in a manner so that the run-off of ordinary precipitation will not damage any above described land, and provided, that any damage to said last named road or ditch system caused by myself, my heirs or assigns, shall be repaired by us at our own cost and expense, and said Alfred A. Aya, his heirs or assigns shall not be held liable for injury to said land while such damage to said road or ditch system continues.

To Have and to hold the same to the said Alfred A. Aya and to his heirs and assigns forever.

In Witness Whereof, I have hereunto set my hand and seal this 27th day of July, 1934.

Gladys Guphill (seal)