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DEED RECORD Z

SKAMANIA COUNTY, WASHINGTON

grantee on or before August 12, 1939; and \$240.00 is to be paid by the grantee on or before August 12 of each succeeding year during the life of this easement. The last payment by the grantee is to be made on August 12, 1947.

The aforementioned easement, deed and contract is to be operative and create the rights and obligations herein mentioned from January 10, 1938, to and including August 12, 1948, and the grantors hereby give the grantee a right and option to continue the aforementioned easement rights and contract provisions for the period of an additional five years, or less, under the same terms and conditions as exist under this easement and contract agreement herein contained, and if said grantee chooses to continue this agreement for a period of an additional five years, or less, from August 12, 1948, it is hereby understood that said grantee will pay \$240.00 per year. If said grantee chooses to continue said easement and contract herein contained after August 12, 1948, the relationships of grantors and grantee shall be governed by the provisions of the herein contained agreement, and, in case of such continuance, payments by the grantee are to be made one year in advance and to be made on or before August 12 for each succeeding year of continuance of this easement and agreement.

PROVIDED, That if the aforementioned spring water supply on the aforementioned premises of the grantors ceases to produce water in the amount of approximately one hundred fifty gallons per minute, through acts of God, or natural causes, this easement and agreement shall be cancelled and entirely null and void, unless such lesser amount is deemed sufficient by the grantee, and, if such lesser amount is deemed sufficient by the grantee, the provisions of this easement and contract shall remain in full force and effect;

PROVIDED, also, that if the grantee, due to natural causes, acts of God, or any other reasons, ceases to carry on its cold storage plant and warehouse operations in a manner which requires the amount of water which it has customarily taken from the aforementioned springs, the provisions of this easement and contract shall be cancelled and said instrument shall be null and void and of no effect.

IT IS FURTHER UNDERSTOOD and AGREED that this easement and agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Gladys T. Reynolds

J. J. Reynolds

Grantors

UNDERWOOD FRUIT & WAREHOUSE COMPANY

By B. A. Perham
President

Attest Roy Anthon
Secretary

(Corporate seal affixed)

STATE OF WASHINGTON)
COUNTY OF KING.) ss.

Before me, the undersigned, on this 5th day of January, 1938, personally appeared GLADYS T. REYNOLDS and her husband, J. J. REYNOLDS, 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.

Given under my hand and official seal the day and year above written.

(Notarial seal affixed

John F. Reed
Notary Public for Washington,
residing at Seattle.