

2919138

THIS AGREEMENT, Made this 17<sup>th</sup> day of July, 1936  
 by and between George Oravets and Son, Inc., a corporation  
~~and wife~~, (hereinafter called "Land Owner") party of the first  
 part, and PUGET SOUND POWER & LIGHT COMPANY, a corporation, (hereinafter  
 called "Power Company"), party of the second part,

WITNESSETH:

WHEREAS said land owners <sup>is</sup> are the owners of the following de-  
 scribed lands, situated in King County, State of Washington, to-wit:

The South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ,  
 Section 33, Township 21 North, Range 5 East, W. M.  
 except County Road.

Also the following described lands situated in  
 Pierce County:

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of  
 Section 4, Township 21 North, Range 5 East, W.M.,  
 lying North of County Road except the East ten (10)  
 acres thereof, except County Road.

and

WHEREAS that certain brook or stream which flows from Lake  
 Tapps to the Stuck River in the channel which forms the natural outlet to  
 said Lake Tapps has always flowed through or along the above described  
 premises, except that during the months of July, August, September, and  
 October of each year said brook or stream is practically dry: and

WHEREAS the Power Company has constructed a plant and system  
 of works for utilizing the water power of the White River by conveying  
 the waters of said river into Lake Tapps and into the natural basin in  
 which Lake Tapps is situated, using said lake and said natural basin as  
 a storage reservoir, from which said waters are being conveyed westerly  
 from Lake Tapps to a power house constructed near the bank of Stuck River,  
 said water being utilized for the creation of water power for the gener-  
 ation of electric energy; and

WHEREAS the Power Company has constructed a dam or embankment  
 across the said brook or stream, which said dam or embankment  
 forms a part of the boundary of said reservoir and is provided with a  
 suitable outlet controlled by valves by which the flow of the water from

said storage reservoir down said brook or stream can be regulated and controlled; and the Power Company has ever since the construction of said dam allowed the same amount of water to continue to flow through this outlet during the succeeding months of each year as was wont to flow in said stream during said months before the dam or embankment was constructed; and

WHEREAS said Land Owners <sup>is</sup> are desirous of having water flow in said stream during the months of July, August, September and October of each year in an amount greater than formerly flowed therein during said months before said dam or embankment was constructed.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is AGREED between the parties hereto as follows:

The Power Company hereby covenants and agrees with said Land Owners that from and after the date of this agreement it will maintain in said dam or embankment an outlet of suitable size and controlled by valves, by means of which or by other means there shall be permitted to flow through said dam or embankment from said storage reservoir into the natural channel of said brook or stream as it leaves said dam or embankment a total quantity of substantially thirty thousand gallons per hour continuously during each month in the year; provided, however, that said flow may vary ten thousand gallons per hour, more or less, without such variation constituting a breach of this covenant.

It is further understood and agreed that the Power Company shall not be liable or responsible to the land owners, <sup>its</sup> their administrators, heirs or assigns, for any damage or claim for damage caused by temporary interruptions of the flow of water from said reservoir into said stream or brook occurring due to causes other than the Power Company's negligence, but the Power Company shall be held only to due diligence in endeavoring to maintain said flow.

It is further understood and agreed that the Power Company makes no representation or guaranty as to the purity of said water or as

to its fitness for drinking or other similar domestic use, and it shall not be held responsible for any lack of purity of said water.

It is further understood and agreed that this contract is intended to dispose of all disputes and claims respecting the water and riparian rights of the Land Owners in and to said stream; and so long as the Power Company shall perform the covenants on its part herein agreed to be performed by it said Power Company shall not be liable to said Land Owners, their administrators, heirs or assigns, for any claims or damages on account of such water or riparian rights.

It is further understood and agreed that this contract shall have the force and effect of a covenant running to and with the land of the Land Owners and to and with the storage reservoir of the Power Company so long as the Power Company, its successors or assigns, shall maintain a dam or embankment interrupting the natural flow of water into said stream or brook.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year hereinabove first written.

*George C. Wright and Son Inc.*  
By *Pauline C. Wright* Pres.  
*Wm. P. Bryant* Secy



AMERICAN
FORM
E.R.G.
10/11/19
D.M.K.
S.S.
11/1

PROET SOUND POWER & LIGHT COMPANY  
By *L. H. Coffey*  
Its Vice President  
Attest *Edgar L. ...*  
Its Assistant Secretary

STATE OF WASHINGTON )  
COUNTY OF KING )

On this 20<sup>th</sup> day of October, 1936, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pauline Oravetz, to me known to be the President and William P. Berry, to me known to be the Secretary of ~~the~~ George Oravetz and Son, the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON )  
COUNTY OF KING ) SS.

On this 27<sup>th</sup> day of October, 1936 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared L.R. [Signature] and Edgar L. Crider, to me known to be the Vice-President and Assistant-Secretary, respectively, of PUGET SOUND POWER & LIGHT COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Edward J. [Signature]  
Notary Public in and for the State of Washington, residing at Seattle.

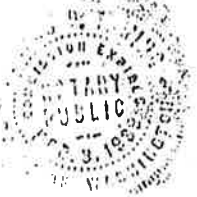
Filed for Record Oct 28  
Request of P.S. P. + Lt. cr.

1936, 12 40 P.M.

STATE OF WASHINGTON }  
COUNTY OF KING }

On this 20<sup>th</sup> day of October, 1936, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pauline Oravetz, to me known to be the President and William P. Perry, to me known to be the Secretary of ~~the~~ George Oravetz and Son, the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Edward J. Spurring  
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON }  
COUNTY OF KING } SS.

On this 27<sup>th</sup> day of October, 1936 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared L.R. Grier and Edgar L. Grier, to me known to be the Vice-President and Assistant-Secretary, respectively, of PURE SOUND POWER & LIGHT COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Edward J. Spurring  
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record Oct 28  
Request of W. P. + etc.

1936, 12 40 PM.

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VOL. 566 PAGE 481

THIS AGREEMENT, Made this 19th day of October, 1936  
by and between PAULINA CRAVETZ, individually and as Executrix of the estate of  
George Cravets, deceased and Andrew Cravets, a bachelor,  
~~Paulina Cravetz~~, (hereinafter called "Land Owners") parties of the  
first part, and PUGET SOUND POWER & LIGHT COMPANY, a corporation,  
(hereinafter called "Power Company"), party of the second part,

WITNESSETH:

WHEREAS said land owners are the owners of the following  
described lands, situated in King County, State of Washington, to-wit:

South half of the northwest quarter and southwest quarter of the southeast  
quarter and portion of the northwest quarter of the southeast quarter lying  
south of County Road, all in Section 32, Township 21 North, Range 5 E.W.M.,  
Except roads.

Also the following described lands situated in Pierce County: The East ten  
acres of that portion of the northeast quarter, northeast quarter of Section  
4, Township 20 North, Range 5 E. W.M., lying north of County Road and that  
portion of the East half of the northeast quarter of said Section 4, lying south  
of County Road.  
and

WHEREAS that certain brook or stream which flows from Lake  
Tapps to the Stuck River in the channel which forms the natural outlet  
to said Lake Tapps has always flowed through or along the above des-  
cribed premises, except that during the months of July, August,  
September, and October of each year said brook or stream is practio-  
ally dry; and

WHEREAS the Power Company has constructed a plant and sys-  
tem of works for utilizing the water power of the White River by con-  
veying the waters of said river into Lake Tapps and into the natural  
basin in which Lake Tapps is situated, using said lake and said  
natural basin as a storage reservoir, from which said waters are be-  
ing conveyed westerly from Lake Tapps to a power house constructed  
near the bank of Stuck River, said water being utilized for the crea-  
tion of water power for the generation of electric energy; and

WHEREAS the Power Company has constructed a dam or embank-  
ment across the said brook or stream, which said dam or embankment  
forms a part of the boundary of said reservoir and is provided with  
a suitable outlet controlled by valves by which the flow of the

water from said storage reservoir down said brook or stream can be regulated and controlled; and the Power Company has ever since the construction of said dam allowed the same amount of water to continue to flow through this outlet during the succeeding months of each year as was wont to flow in said stream during said months before the dam or embankment was constructed; and

WHEREAS said Land Owners are desirous of having water flow in said stream during the months of July, August, September and October of each year in an amount greater than formerly flowed therein during said months before said dam or embankment was constructed.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is AGREED between the parties hereto as follows:

The Power Company hereby covenants and agrees with said Land Owners that from and after the date of this agreement it will maintain in said dam or embankment an outlet of suitable size and controlled by valves, by means of which or by other means there shall be permitted to flow through said dam or embankment from said storage reservoir into the natural channel of said brook or stream as it leaves said dam or embankment a total quantity of substantially thirty thousand gallons per hour continuously during each month in the year; provided, however, that said flow may vary ten thousand gallons per hour, more or less, without such variation constituting a breach of this covenant.

It is further understood and agreed that the Power Company shall not be liable or responsible to the land owners, their administrators, heirs or assigns, for any damage or claim for damage caused by temporary interruption of the flow of water from said reservoir into said stream or brook occurring due to causes other than the Power Company's negligence, but the Power Company shall be held only to due diligence in endeavoring to maintain said flow.

It is further understood and agreed that the Power Company

makes no representation or guaranty as to the purity of said water or as to its fitness for drinking or other similar domestic use, and it shall not be held responsible for any lack of purity of said water.

It is further understood and agreed that this contract is intended to dispose of all disputes and claims respecting the water and riparian rights of the Land Owners in and to said stream; and so long as the Power Company shall perform the covenants on its part herein agreed to be performed by it said Power Company shall not be liable to said Land Owners, their administrators, heirs or assigns, for any claims or damages on account of such water or riparian rights.

It is further understood and agreed that this contract shall have the force and effect of a covenant running to and with the land of the Land Owners and to and with the storage reservoir of the Power Company so long as the Power Company, its successors or assigns, shall maintain a dam or embankment interrupting the natural flow of water into said stream or brook.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year hereinabove first written.

*Handwritten signature*

NO. 1	VALS
2	ELLB.
3	EVIT.
4	ANK
5	ED
6	MI
7	
8	
9	
10	

*Paulina ... Indian ...*

*Paulina ... Secretary of ...*

PUGET SOUND POWER & LIGHT COMPANY

BY *L.R. ...*  
Its Vice President

Attest *Edgar ...*  
Its Assistant Secretary

STATE OF WASHINGTON )  
COUNTY OF KING ) ) SS.

On this 19<sup>th</sup> day of October 1936, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paulina Oravetz, a widow, individually and as Executrix of the estate of George Oravetz, deceased, and Andrew (Andy) Oravetz, a bachelor, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me 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 hereinto set my hand and affixed my official seal, the day and year first above written.



Notary Public in and for the State of Washington, residing at Auburn

Aud. Note: Notary's signature omitted

STATE OF WASHINGTON )  
COUNTY OF KING ) ) SS.

On this 27<sup>th</sup> day of October 1936, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared L.R. Collins and EDGAR L. CRIDER, to me known to be the Vice-President and Assistant-Secretary, respectively, of PUGET SOUND POWER & LIGHT COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.