

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTC. CO. 199

Witness:  
May E. Garland  
Tom Garland

Mary Walther (Seal)

STATE OF OREGON )  
County of Multnomah ) ss.

I, Tom Garland, a Notary Public in and for the said State, do hereby certify that on this 19th day of August, 1947, personally appeared before me Mary Walther(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.

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

(Notarial seal affixed)

Tom Garland  
Notary Public in and for the State of Oregon.  
Residing at Portland in said County.  
My commission expires Dec. 28, 1947.

\$3.30USIR & \$3.00 State Stamps affixed,Cancelled "V.N. Aug.15."

Filed for record August 15, 1950 at 9-40 a.m. by Verne Newell.

*John C. Wachtel*  
Skamania County Auditor

#41307

Theodore Lehmann et ux to Paul E. Newell et ux

This indenture made and entered into by and between Theodore Lehmann and Martha Lehmann, his wife, parties of the first part, and Paul E. Newell and Alma E. Newell, parties of the second part, WITNESSETH:

Whereas J. A. Kelley and C. S. Dubois as grantors conveyed to W. F. Cash, as grantee, by deed dated July 21, 1909, and recorded September 13, 1090 at page 36, Book "M", the following described real property in Skamania County, Washington, to-wit:

All of an undivided one half interest in and to a certain spring of water situate about 69 rods West of the Southeast corner of Southwest quarter of Section 15 Tp. 3 N. R. 10 East of W. M., also a right of way is hereby granted to said above Grantee across the premises of said above grantors for a water pipe line sufficient to convey half of said water in said spring; said water pipe to be placed deep enough below the surface of the ground not to interfere with cultivation of said Grantor's land.

It is hereby expressly agreed and covenanted that said grantees interest in said water shall at no time exceed more than one half of the natural flow of said spring and that an appropriation of a larger quantity of said water at any time by said Grantee, his heirs or assigns, shall work immediate forfeiture of this grant.

And Whereas the said water right and pipe line was appurtenant to and conveyed for the benefit of that certain tract of land owned by the grantee therein named situated in the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 15, Twp. 3 N. R. 10 E. W. M. and the parties of the first part are the successors in interest to the said W. F. Cash and the owners of the property to which the said line was and is appertenant thereto.

And Whereas the parties of the second part are the owners of the spring and of the land upon which the same is located.

And Whereas the said water right and easement is not now used by the parties of the first part and the cancellation of the said easement and the reconveyance thereof to the parties of the second part is desired.

NOW THEREFORE in consideration of the sum of \$150.00 the parties of the first part do hereby BARGAIN, SELL and CONVEY unto the parties of the second part all their right, title and interest in and to the easement described in said deed and hereby do relinquish to the parties of the Second part all their claim to the use of the said waters or pipe line therein described.