

Willamette meridian running the e east 10 chains, thence south nine chains more or less to the channel of White salmon River, thence southwesterly along the said channel of the White Salmon River to a point where the same intersects with the line between east and west half of the east half of said section three in said township and range, thence north along said line to the place of beginning, situate in said Skamania County State of Washington.

All of the following described tract or parcel of land to-wit: All of the land lying west of the White salmon River in Lot two section two township three north of range ten east of the Willamette meridian in Skamania County Washington; and also all of the following described water rights to-wit: All the water rights acquired by one A.Y. Marsh by notice of appropriation made and signed by said A.Y. Marsh on the 24th day of April 1911 and filed for record in the office of the County Auditor of Skamania County Washington on the 27th day of April 1911, appropriating twenty (20) cubic feet of water of Mill Creek in said County and State; and also all of the water rights acquired by notice of appropriation signed by one Mike Thornton on the 24th day of April 1911 and filed for record in the office of the County Auditor for Skamania County Washington on April 20th 1911 appropriating thirty (30) cubic feet of water from Buck Creek in said Skamania County, which said water rights have been conveyed by said A.Y. Marsh and Mike Thornton to the party of the first part herein; and also that certain water right acquired by the party of the first part herein on September 8th 1911 by notice of appropriation signed by said party of the first part on said date and filed for record in the office of the County Auditor for Skamania County Washington on September 11th 1911 appropriating two (2) cubic feet of water of that certain creek running into Mill Creek in said Skamania County Washington

at and for the price of twenty thousand (\$20,000) dollars to be paid (if the said party of the second part shall elect to purchase hereunder) in manner and form as follows: The sum of seven hundred and fifty dollars (750.) paid at the time of the execution of this Option agreement to be applied upon the purchase price, and the further sum of nineteen thousand two hundred fifty (\$19,250.00) dollars to be paid within thirty days after the entry of said final decree, judgment or mandate of all litigation as hereinbefore set forth. In case the said party of the second part shall elect to purchase said premises hereunder and shall pay or offer to pay said consideration to the party of the first part in time, manner and form as hereinbefore specified, thence the said party of the first part upon his part agrees forthwith to convey said premises and said water rights, excepting in so far as precluded by said final decree, free and clear of all incumbrances to the said party of the second part by good and sufficient deeds with general covenants of warranty, but in case the said party of the second part shall not within said thirty days after entry of final decree and so forth as above set forth, elect to purchase said premises and water rights as aforesaid, then this agreement shall at the expiration of said thirty days become at once null and void, and the said party of the first part may and shall retain to his own use and benefit all money before that time paid hereunder. It is mutually agreed and understood by and between the parties hereto that should any of the said land above described be taken by condemnation proceedings or otherwise, the party of the first part shall and will allow the party of the second part the sum awarded for said property so taken, said sum, however not to exceed the sum of five hundred dollars (\$500.00) per acre for each and every acre so taken, and also to allow the second party the further sum of one thousand dollars (\$1000.00) as general damages price thereof, all of said sums of money to be deducted from the purchase price of said property hereinbefore stipulated to be twenty thousand dollars (\$20,000.00). The said party of the first part in consideration of the premises and covenants herein contained hereby agrees to plant and cultivate that portion of the first tract of land above described (lots three hundred five and three hundred five and one half) of the Subdivision of Fruit Home Colony) which has been cleared, consisting of about nine acres, to a good variety of Yellow Newtowns and Spitzenburg apples and to fence the same