

Elena Train his wife 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

In Witness Whereof I have hereunto set my hand and official seal the day and year first above written.

Wm.P.Christensen, Notary Public for Washington

(Notarial Seal)

residing at Stevenson, Wash.

Filed for record by Wood & Co. on July 5th 1912 at 1.15 P.M.

A.Fleischauer

Co.Auditor

Kuhne to N.W.Electric Co.

Know all men by these presents, executed on this the 29th day of June 1912, that Eugen Kuhne and Marie H.Kuhne his wife (they having been husband and wife at the time when said Eugen Kuhne acquired title to the land hereinafter described) hereinafter called the grantors for and in consideration of the sum of one hundred dollars and other valuable considerations received of H.A.Mitchell hereinafter called the grantee the receipt whereof is hereby acknowledged does hereby grant bargain sell and convey unto the said grantee and unto his heirs and assigns that certain real property with the appurtenances and hereditaments and privileges situated in the county of Skamania state of Washington described as follows to-wit:

All of the east half of the Northwest quarter of the Northeast quarter of the northwest quarter of section (10) ten in Township three (3) North of range ten (10) East of Willamette Meridian containing five (5) acres more or less; But reserving however unto the grantors the right to the water of a little creek or brook which flows through or across a part of said land and the right to install on or across said land and keep in repair thereon a pipe line for the purpose of conducting the water of said creek or brook to other lands now owned by Eugen Kuhne but the exercise of said rights shall in nowise impede or restrict the right of grantee herein his heirs or assigns to the free and unrestricted use and occupancy of the said land and such pipe shall be installed or placed beneath the surface of the ground at a sufficient depth so as not to interfere with the use and cultivation of said land. It is agreed however that when the said pipe line is installed if for any reason the grantee herein or his heirs or assigns should wish from time to time to shift or change its location he and they may do so at his or their own cost and expense, provided that such change or changes shall not materially affect the serviceability of said pipe line and that the flow of water through such pipe line shall not be interrupted for an unreasonable period of time and if such pipe line shall be injured or damaged by the grantee herein or his heirs or assigns he and they shall promptly repair it at his or their expense and own cost and the said land is hereby charged with the obligations of the grantee herein and his heirs and assigns with respect to said pipe line. It is understood that the grantors are now maintaining a temporary pipe line across said land for the conducting said water which temporary pipe line shall be used by them until the permanent pipe line above mentioned is constructed and the grantee herein and his heirs or assigns shall during any of his or their operations on or use of said land promptly repair any damage he or they may do or cause to be done to said temporary pipe line. To have and to hold the above described and granted premises and all rights of the grantors herein unto the grantee his heirs and assigns forever And the said grantors for themselves and for their heirs and personal representatives do hereby covenant with the said grantee his heirs or assigns that they are lawfully seized in fee simple of said premises, that the said premises are free from all incumbrances and that they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.