

last above written.

(Notarial Seal)

H.W.Goddard

90v Filed for record by G.A.Cooper on Nov.27,1914 at 8:30 A.M.

H. Swisher
Co. Auditor.

HOME VALLEY IRRIGATION & POWER COMPANY TO COY

KNOW ALL MEN BY THESE PRESENTS, that HOME VALLEY IRRIGATION & POWER COMPANY, a corporation incorporated and organized under the laws of the State of Washington, hereinafter referred to as the "Company", in consideration of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid, and in consideration of the covenants and agreements to be kept and performed by John C. Coy of The Dalles, Oregon, hereinafter referred to as the "Grantee", as hereinafter set forth, has bargained and sold and by these presents does grant, bargain, sell and convey unto said Grantee and unto his heirs and assigns forever, all of the following described real property, lying and situated in Skamania County, Washington, to wit:

THE East half of Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-five (25), Township Four (4) North of Range Seven and one half (7 $\frac{1}{2}$) East W.M., Skamania County, Washington, save and except a right of way to the said parties of the first part for their water flume that is now laid out, and also reserving a right for a road along or near said flume as now traveled twenty feet in width,

Save and except therefrom all public highways, and the right of said company to construct and maintain upon and across said premises all necessary canals, flumes or ditches for its irrigating system, with the right to enter upon said premises at any and all times to inspect and repair the same.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said above described and granted premises unto the said Grantee and unto his heirs and assigns, forever.

And the said Company hereby covenants to and with said Grantee, that it is the owner in fee of said premises; that the same are free from all encumbrances, and that it will, and its successors and assigns shall, forever warrant and defend the same, and the peaceable possession thereof, unto the said Grantee, and unto his heirs and assigns forever, against the lawful claims of all persons whomsoever.

1. The said company further hereby sells and agrees to convey and deliver to the said Grantee the perpetual right to take and use from the conduits of the said Company, for irrigation purposes only, (6) six miner's inches of water, during the irrigation season, which is hereby agreed to be from May fifteenth to September fifteenth annually, to be used upon said above described and granted premises; provided, however, that whenever the supply of water from the system of said Company shall, for any reason, be insufficient to supply all of the persons entitled to the use of water from its system, the full amount agreed to be furnished to each, the Company shall have the right, by its Superintendent, to determine the amount of water to be delivered to each user during such shortage.

2. Said Grantee, as a part of the consideration for this conveyance and the agreement of the Company to furnish water as aforesaid, hereby agrees to comply with all the provisions, requirements and regulations of the Company, its successors and assigns, which are now in