

State of Oregon, }
County of Multnomah, } ss

BE IT REMEMBERED, That on this 22nd day of April, 1915, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named G.S. Smith and Mabel L. Smith, husband and wife, who are known to me to be the identical individuals named in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(Notarial Seal)

F.E. Grigsby.
Notary Public for Oregon.

Filed for record by M.T. Hillard, on Apr. 26, 1915, at 10:45 A.M.

Chas. H. Nelson
County Auditor.

HOME VALLEY IRRIGATION & POWER CO. TO SWEETIN.

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 Columbia Sweetin, Widow 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 the said Grantee and unto her heirs and assigns forever, all of the following described real property lying and situated in Skamania County, Washington, to wit:

The Northwest quarter (NW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of Section thirty-six (36) Township Four (4) North of Range Seven and one half (7 $\frac{1}{2}$) East of Willamette Meridian, containing ten acres more or less.

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 irrigation 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 her 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 her 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 said Company, for irrigation purposes only Three and one third (3 $\frac{1}{3}$ ") Miner's inches of water, during the irrigation season, which is hereby agreed to be from May fifteenth to September