

to lay and maintain a pipe line in an easterly direction from said land along the best available route to the county road from said land as granted in the above mentioned deed. Also all pipe line laid, and now in use from said land to the connection thereof with water main in Russell Street in the Town of Stevenson, and all easments for said water pipe from said land to the Town of Stevenson owned by grantor, the right to take water from said land at the intake of the water system hereby conveyed, as acquired by the said Edwin A. Learned and now owned by the said grantor; all pipe lines owned by grantor, all franchises, rights of way, tools, implements, furniture, fixtures, pipes, extra pipe, old pipe, intake, land surrounding intake.

It is the intention hereby to sell and convey, and these presents do convey the water system now in use and operation within the town of Stevenson, and all parts of said system without the town of Stevenson, comprising the water system of the said Stevenson Water and Improvement Company and the additions and improvements made thereto by Edwin A. Learned and the grantor.

And the said party of the first part does hereby covenant and agree that she is the owner of the said shares of stock in the said Stevenson Water and improvement Company, and that she will warrant and defend the title thereto against all persons claiming, or to claim the same, that she has an equitable interest in the said property as owner of all the stock of said corporation as aforesaid; and she does hereby further covenant and agree that there is no incumbrance upon the property comprising the water system of the said Stevenson Water and Improvement Company, and that she will warrant and defend the title of said corporation to said water system against all persons claiming any title or interest therein, excepting in so far as the system may have been heretofore legally abandoned, and the rights therein lost, from a point at or near the junction of Kanaka Creek road with Kanaka Creek Cutt Off Road northerly to the old intake of said system.

And said party of the first part hereby covenants and agrees that she is the owner in fee simple of the real estate herein specifically described, and by metes and bounds, that she has good right to sell the same, and will warrant and defend the title thereto against all persons claiming, or to claim the same, lawfully.

And the said party of the first part does further covenant and agree that she has good right to a right of way on over and across the land of James Graves where said pipe line from said land herein described by metes and bounds crosses said land for a term of twenty five years from the 21st day of October 1913, but subject to the right of said James Graves to have the use of water from said water system for domestic purposes as reserved in the conveyance for said right of way by the said James Graves and Annah Graves his wife, and that said first party will warrant and defend the title thereto, as aforesaid, against all persons claiming the same, lawfully. And the said party of the first part further covenants and agrees that she has an easment for said pipe line from said land described by metes and bounds to Russell Street in the Town of Stevenson, excepting over the land owned by J.F. Attwell and that she is the owner of said pipe line and that she will warrant and defend the title to the same against all persons lawfully claiming, or to claim the same.

In Testimony Whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of  
E.C. Hamilton  
Raymond C. Sly

Mrs Bertha Learned (LS)

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA } SS

I Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 6th day of August 1914 personally appeared before me Bertha Learned,