DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 26th day of May, 1936, personally appeared before me W. H. Hilliard and Bertha Hilliard his wife, to me known to be the individual_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.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly Notary Public for Washington, residing at Stevenson therein.

1-50¢ Gov. documentary stamp duly affixed and cancelled 5/26/36 W.H.H.

1-50¢ State conveyance stamp duly affixed and cancelled 5/26/36 W.H.H.

Filed for record May 26, 1936 at 11-18 a.m. by Grantee.

Skamenia County, Clerk-Auditor

#22**34**6

J. T. Haffey et ux to Etta Mickley et al

This Indenture, Made this 11th day of July 1925 by and between J. T. Haffey and Lulu Haffey, his wife, parties of the first part and Etta Mickley, a widow and John W. Leighton, parties of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the rentals to be paid as hereinafter provided, hereby Lease and Let unto the parties of the second part, that certain spring of water situated and being upon property owned by the said parties of the first part, which is now used by the parties of the second part, and to which they now have a pipe line, being more particularly located as follows, to-wit:

Commencing at the Southeast corner of that tract of land conveyed to the parties of the first part by E. H. Prindle and F. C. Prindle, his wife, on the 7th day of May 1923, as described in instrument recorded at page 225 Book "T" of Deeds, records of Skamenia County, Washington, thence in a Southwesterly direction along the old Cascades Road a distance of 205 feet, thence in a Northerly direction 87 feet to location of spring hereby leased.

To Have and To hold the same for the term of twenty years.

And the said parties of the second part promise and agree to pay as rental therefor,

annually
the sum of \$100.00, \$5.00-per-annum, payable/ in advance.

It is understood and agreed that the said parties of the second part shall and may use the water from said spring upon the property now owned by the said Etta Mickley, being Lots 5, 6, 7 and 8 of Sunshine Acres and upon the property now owned by the said John W. Leighton, being Lots 9 and 10 of Sunshine Acres and on no other property.

The said parties of the second part shall and may have the right to go upon the land belonging to the parties of the first part for the purpose of constructing intake and pipe line thereon and maintaining the same during the term of this lease, and to keep the said spring free from debris and contamination.

The said parties of the second part shall have the further right to protect the said spring from contamination be enclosing the same with a fence or other building, provided however, that no more land be taken or enclosed than shall be necessary for such purpose.

It is further understood and agreed that the said parties of the first part shall and may have the right to use water from said spring provided the same shall not be taken by pipe flume or other conduit, the intention being to convey to the said parties of the second part for the term aforesaid, the right to all of said water except such as the said parties of the