

fifty years with a right to enter said premises at any time to repair said pipe line, and party of the second part to pay a reasonable damage that may be done to said premises by any repair or otherwise by said pipe line.

Dated this 22 day of January 1904.

Signed, sealed and delivered in presence of }

J. P. Gillette

J. W. Thompson

State of Washington

County of Skamania }
} 40.

Samuel L. Taylor (Seal)

I, J. P. Gillette, Notary Public, do hereby certify that on this 22. Day of January 1904, personally appeared before me Samueley Taylor to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of January A. D. 1904.

Notarial

Seal

J. P. Gillette, Notary Public,

in and for the State of Washington

Residing at Stevenson.

Filed for record by J. P. Gillette on the 23rd day of Jan. 1904 at 11.20 o'clock A. M.

A. Fleischman

Gen. Auditor

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Jane A. Michell with David Nevels.

This Agreement made this 24th day of January, 1903, between J. A. Michell, of the first part and David Nevels, of the second part, both of the County of Skamania and State of Washington, witnesseth: That in consideration of stipulations herein contained and the payments to be made as hereinafter specified, the party of the first part hereby agrees to sell unto the party of the second part the following described real property, situated in the County of Skamania, and State of Washington, more particularly known and described as commencing at the N.W. corner of S. C. Fields acre, thence West to intersect the West line of Sheepard Donation Land Claim, thence South on the West line of said Donation Land Claim to a point West of the N.W. corner of Broad Avenue; thence East to said corner; thence Easterly on the North line of said Avenue to the S.W. corner of said Fields acre; thence Northerly on the West line side of said Acre to place of beginning, as recorded in the office of the Recorder of said County of Skamania, State of Washington, for the sum of Three hundred Sixty Dollars (\$360.) and the sum

party of the second part in consideration of the premises hereby agrees that he will regularly and seasonably pay all taxes and assessment which may hereafter be lawfully imposed on said premises, to pay to the said party of the first part, at Stevenson, Washington, Ten Dollars, now, the remaining principal without interest at the time and in the manner following: Ten Dollars March 1st, 1903 and Ten Dollars per month thereafter. All payment to be made on or before January 1st 1906. All improvements placed thereon shall remain and shall not be removed before final payment be made for above described premises. In case the said party of the second part, his legal representation or assigns shall pay the several sums of money aforesaid, punctually and at the several times above specified and will strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the said party of the first part will make to the said party of the second part, his heirs and assigns, upon request and surrender of this agreement, a deed conveying said property ad free simple, with the ordinary covenants of warranty; excepting however from the operation and subject matter of said covenant, the above mentioned taxes and assessments and all liens and incumbrances, created or imposed by the said party of the second part or his assigns. But in case said party of the second part shall fail to make the payments aforesaid, or any of them punctually and upon strict terms, and the times above specified, without any failure or default, the time of payment being declared to be the cause of this agreement, then the party of the first part shall have the right to declare this agreement null and void, and in such case all the rights and interest hereby created, or then existing in favor of the said party of the second part or derived from this agreement shall utterly cease and determine, and the aforesaid premises shall revert to and revert in said party of the first part, without any declaration of forfeiture or act of reentry or without any other act by said party of the first part to be performed and without any right of the said party of the second part of reclamation or compensation for money paid on improvements as absolutely, fully and perfectly as if this agreement had never been made.

And be it further agreed, That no agreement or condition or relation between the party of the second part and his assigns or any other person acquiring title or interest from or through this shall preclude the party of the first part from the right to convey the premises to said party of the second part or his assigns on surrender of this agreement and the payment of the unpaid portions of the purchase money which may be due to the party of the first part.

In witness whereof, the parties of the first and second part have signed and delivered this agreement in duplicate the day and year first above written

Witness - N. V. Mitchell
A. Fleckbauer.

James Mitchell
David Wessels.

It is mutually agreed between Jane A. Michell of the first party and David Wessels of the second party, that said party of the first party be allowed to take a strip twenty-five feet wide on the south side of the aforesaid land and appropriate to her own use and benefit, and in lieu thereof said party of the second party is to take an equal amount in square feet on the north of said land as not to increase or decrease the amount of land in this, the aforesaid contract. Agreed to and signed this 26 day of March 1903.

In presence of : P. E. Michell }
A. A. Michell }

Jane A. Michell
David Wessels.

Given for record by S. Wendt May 26, 1904 at 9 o'clock A.M.

A. Fleckham
Clerk, Auditor.

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*Recd. of this
document*

Robert C. Brindle to Star Sand Co.

Know all men by these Presents: That I, Robert C. Brindle, an unmarried man, of the County of Skamania, State of Washington, for and in consideration of the sum of Five hundred Dollars (\$500.) to me in hand given by the Star Sand Company, a corporation incorporated and organized under the laws of the State of Oregon, receipt of which is hereby acknowledged, do hereby lease and let unto the said Star Sand Company its successors and assigns, for the period of ten (10) years, commencing with the 1st day of July, 1904 and ending with the first day of July, 1914, the following described real property, to-wit:

All of that part of lot numbered three (3) in Section twelve (12) in Township One (1) north of Range numbered five (5) east in the County of Skamania, State of Washington, known as Five Point, said property containing an area of about One (1) acre of ground, and being that part of said lot numbered three (3) lying south of a line running east and west parallel with the north line of said section twelve (12) and far enough north of the most southerly point of said lot numbered three (3) to include all the rock upon said point, and I hereby further sell and convey unto the said Star Sand Company, its successors and assigns, all of the stone, rock and timber upon said ground, and hereby give and grant unto the said Star Sand Company, its successors and assigns, the right and privilege to take and remove said timber, stone and rock at any and all times during the continuance of this lease, with the right and privilege of erecting such buildings, structures and improvements upon said property as may be necessary and convenient for the taking and removing of said material, and with the privilege of landing and docking such boats, barges, vessels and rafts as the said Star Sand Company