

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of May, 1914.

Witnesses:  
H.K. Sargent  
R.L. Mackenzie

A.W. Bartlett (Seal)

Filed for record by E.I. Pyle on July 15, 1914 at 8:30 A.M.

*H. Swisher*  
Co. Auditor.

# NOTE TO WILLS

THIS AGREEMENT ENTERED INTO This 2nd day of July, 1914, between E.C. Hove, party of the first part and P.S.C. Wills, party of the second part,

Witnesseth: That E.C. Hove, party of the first part, agrees to sell unto the party of the second part and the party of the second part agrees to purchase from the party of the first part the following described real estate and rights.

Commencing at a point 50 feet west of the center of Section 36, Tp 3 N.R. 7 E.W.M. thence South 250 feet more or less to the center of a now travelled road, thence S 51 degrees W. 40 feet more or less, thence N. 51 degrees W. 71.25 feet, thence N. 42 deg. W. 162 Ft more or less, thence North to a point in line running East and West through the center of said Sec. 36, Tp 3 N.R. 7 E.W.M. 235 feet West of the center of said Section 36, Tp 3 N.R. 7 E.W.M. 125 feet more or less, thence N 22 degrees 54 minutes W. 470 feet more or less, thence East 185 feet, thence S 22 Deg. 54 min. E. 470 feet more or less to the place of beginning, containing 2.5 acres more or less, at \$125.00 per acre.

Also included in the purchase price herein stipulated and for <sup>the</sup> consideration mentioned and the mutual benefits said party of the first part grants unto the said party of the second part a right of way for a pipe line from the NW corner of above described tract to the West line of E.C. Hove's land, together with the right to construct, repair and maintain the same for a period of ten years from date hereof, said party of the second part to use due care in said construction, repairing and maintaining that no unnecessary damage may result to the property traversed.

Said party of the second part allows 9 months for the removal of large fir trees, and the party of the first part or his representatives agrees to use care so that shade trees on the aforesaid tract shall not be injured.

Payment shall be made as follows fifteen dollars down, the receipt whereof is hereby acknowledged, the balance of purchase price in four equal semiannual payments, being in December 1914, June 1915, December 1915 and June 1916 with interest at 7% and when the party of the second part or his assigns shall have paid the full purchase price with interest thereon, the party of the first part or his heirs or assigns shall issue to the party of the second part a good and sufficient warranty deed for said land containing agreement in regard to pipe line as herein stated. Said party of the second part is hereby granted the privilege of paying out on this contract in full at any time, at which time said party of the first part shall deed same to party of second part, Said party of the second part hereby agrees to pay all taxes regularly on above described land.

In witness whereof we hereunto set our hands and seals the day and year above written.

Witnesses:

N.A. Stogsdill  
E.C. Hamilton.

E.C. Hove

P.S.C. Wills

Filed for record by Chas. H. Nellor on July 17, 1914 at 3:45 P.M.

*H. Swisher*  
Co. Auditor.

MILLER TO SKAMANIA COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Henry Miller and Lillie Miller, husband and wife parties of the first part, and SKAMANIA COUNTY, WASHINGTON, party of the second part, WITNESSETH: That in consideration of the sum of Twenty-five (\$25.00) Dollars paid by the second party to the first parties, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant and let to the second party the right and privilege of using a temporary road over their premises as a highway in place of the highway running over their premises which is now obstructed by the construction and operation of the Washington-Northern Railway Company; the use hereby granted is a temporary use and is not to become a permanent highway and no rights are to be gained by any adverse usage; the use of this road is given for the reason that the present road is obstructed and not fit for travel by reason of the construction and operation of the Washington-Northern Railway Company now operating over the premises under a lease from the parties of the first part, and it is mutually agreed and understood that whenever the railroad ceases to operate under its lease from the parties of the first part, or the lease is terminated for any reason, and the rights which the railroad company now hold under said lease are terminated or abandoned, then the use hereby granted is to terminate and cease, and all rights whereunder to terminate and cease, and the land occupied by its temporary use to revert to the parties of the first part.

The temporary road mentioned is the road now used for temporary purposes and described as follows:

Commencing at Station 31+09.8 of the original survey of the county road known as Relocation of Logging Road Branch, as said survey is recorded in Vol. I at page 19, Plats of Highways Records of Skamania County, Washington, in the office of the County Engineer; thence extending to a point S.64°E. 72 feet from Station 33+89 of said road, thence extending to a point S.64°E. 67 feet from Station 34+69.8; thence to an intersection of said road at Station 35+95.8, the entire width of right of way being forty feet, and being twenty feet on each side of the center line of temporary road as above indicated, and no rights are granted for use of any other locality or any other portion of the premises owned by the parties of the first part.

In Witness whereof we have hereunto set our hands in duplicate this 3d day of August A.D. 1914.

Henry Miller  
Lillie Miller

State of Washington, ) ss.  
County of Skamania.

I, E.H. Prindle, a Notary Public in and for the State of Washington,