

SKAAR TO WETHERELL.

THIS AGREEMENT, Made this 23d day of May 1916, between Eilert T.Skaar and Anna L.Skaar, his wife, parties of the first part and C.C.Wetherell and Nan J.Wetherell, his wife, parties of the second part. Witnesseth: That in consideration of the sum of one dollar and other valuable considerations, the parties of the first part do hereby lease, demise and let unto the parties of the second part the following described piece of Real Estate, to-wit: Beginning at a point 36 and 4/11 rods west of the south east corner of the north east quarter of south east quarter of section 20 town 3 north range 8 east, running thence north 20 rods, thence east 16 rods thence south 20 rods thence west 16 rods to the place of beginning containing two acres more or less, all in Skamania County, State of Washington. This contract is to be in full force during the lives of both parties of the second part with the following provisions.

First, this contract is not transferable.

Second, this contract confers no right to use this land for other purposes than ordinary farming and residence purposes.

Third, the land must be segregated, the contract recorded, and the taxes paid each year before becoming delinquent.

Fourth, the party of the second part shall be permitted to purchase said land at a price not to exceed \$150.00 per acre at any time within a period of five years, and in case of said purchase the party of the first part does agree to make to the party of the second part a warranty deed to said land.

Fifth, the party of the second part must establish and maintain a residence within a period of three years and six months.

Sixth, this land shall not be held for any labor or other debts contracted in the improvement of said land.

Seventh, the flagrant violation of either of the provisions of this contract by the party of the second part nullifies the whole.

IN WITNESS WHEREOF, the said parties of the first part and second parts have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses:
M.L.Thompson.

Eilert T.Skaar. (Seal).
Anna L.Skaar. (Seal).
C.C.Wetherell. (Seal).
Nan J.Wetherell. (Seal).

~~Eilert T.Skaar, Anna L.Skaar, C.C.Wetherell, Nan J.Wetherell, May 23, 1916, at Skamania~~

State of Washington, }
County of Skamania, } ss.

County of Skamania.

I, M.L.Thompson, a Notary Public in and for the said state do hereby certify that on this 23d day of May 1916, personally appeared before me Eilert T.Skaar Anna L.Skaar C.C.Wetherell & Nan J.Wetherell to me known to be the individuals 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official

seal, the day and year in this certificate first above written.

(Notarial Seal)

Com. Expires March 8, 1919.

M.L. Thompson, Notary Public in and for
State of Washington, residing at Carson,
residing at Carson.

Filed for record by C.F. Wetherell, on May 27, 1916, at 9 A.M.

Chas. H. Nellor

County Auditor.

MONOGHAN TO SKAMANIA COUNTY.

THIS INDENTURE OF AGREEMENT entered into by and between Thomas H. Monoghan and Ann Monoghan, his wife, as parties of the first part and Skamania County, Washington, a corporation, by and through its Board of County Commissioners as party of the second part,

WHEREAS, The parties of the first part are the owners of the southeast quarter of the northeast quarter and lot six in section twenty eight, and lot six in section twenty seven, all in township three, north of range eight East, W.M., Skamania County Washington, and

WHEREAS, On the 3rd day of February, 1916, in a condemnation suit had between the parties to this agreement, being case No. 957 in the Superior Court of Skamania County, Washington, there was a decree entered and filed in said cause on the 3rd day of February, 1916, wherein and whereby the party of the second part was authorized by condemnation proceedings to construct and maintain, over and across the lands aforesaid, a county road; that said condemnation proceedings authorized the second party herein to use a strip of land, as follows: One hundred feet in width, being fifty feet on each side of the center line of a then proposed highway, which was then located and staked out and proposed to be constructed over and across the lands herein described; and

WHEREAS, since said condemnation proceeding the second party herein has sublet the construction of said road to certain contractors who have been and now are in the act of constructing said road; and

WHEREAS, On account of the contour of the land in and adjacent to said right of way the contractors are unable to retain all of the dirt and debris upon the right of way heretofore described and as a result thereof some of the dirt, rock, logs, brush and debris, have slid and are sliding off of the right of way onto the land of the first parties herein; and

WHEREAS, The first parties herein commenced an injunction suit in the superior court of Skamania County, Washington, against the contractors constructing said road, and

WHEREAS The first and second parties have agreed to settle the matter of the injunction suit and the trespassing of said contractors in the construction of said