

the Columbia River; there lying a stone marked "A" for a corner.

IT IS AGREED by and between the parties hereto that the party of the second part will pay for said timber as follows: \$1.50 for the second grade saw logs or timber and \$1.00 for the first grade saw logs; it being understood and agreed that the party of the first part will accept the Columbia River Log Scale as to grade and log scale.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties herein that the party of the first part will be paid for all timber removed by the party of the second part herein, as fast as the same is removed from the said premises and placed in rafts and sold. Said money for the purchase price of said timber to be sent direct to the party of the first part herein by the purchaser of any saw logs sold by the party of the second part herein.

IT IS FURTHER UNDERSTOOD AND AGREED that the party of the second part herein will as expeditiously as possible carry on the cutting and logging of said timber.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in duplicate this 14th day of August, A. D., 1929.

(Signed and sealed in the presence of:

P. Stenneck.

Paul J. Vial (Seal)
party of the first part

Otto Peters (Seal)
party of the second part.

Filed for record Oct. 28th, 1929 at 3:20 o'clock P. M.

McCormick
G. C. Chesser, Co. Aud.

16110

McKeighan and Wachter Company to Geo. E. Laxson, et al.

THIS INDENTURE OF LEASE, made and entered into this 5th day of January 1928 by and between McKeighan and Wachter Company, a corporation, party of the first part and Geo. E. Laxson and Geo. W. Golden, parties of the second part, witnesseth;

That the party of the first part, for and in consideration of the rental to be paid as herein provided, does hereby lease and let unto the said parties of the second part, for the term of two years from the date hereof, the following described real and personal property in the town of Stevenson, Skamania County, Washington, to-wit:

Lots 29, 30, 31 and 32 in Block 6 of the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, together with the buildings situate thereon; also the lathe and motor to operate same in said buildings; also one desk, the wood band, all shelving, and two counters, which items are not included in the bill of sale from said McKeighan and Wachter Company to said second parties.

The parties of the second part promise and agree to pay as rental therefor the sum of \$35.00 per month in advance on the 5th day of each month; provided that the rental for the last month of said term shall be paid at delivery of these presents and shall be held as security by the lessor for performance of this lease.

The party of the first part shall pay all taxes and street assessments, and keep said premises free from all incumbrances, liens or actions which might dispossess the said parties of the second part.

The parties of the second part shall keep the personal property in good repair and condition and shall also repair and maintain and shall also repair all breakage, wear or damage to the buildings which may result from the negligence of the said parties of the second part, or from any negligence of their patrons, or which shall result from any act or accident which shall not be approximately caused by natural wear or depreciation, but

all repairs or replacements which may be required in or upon said buildings resulting from ordinary wear or from the act of God or the elements shall be made by the party of the first part.

The parties of the second part shall have the right to place in said buildings any trade fixtures and/or equipment they may desire and title thereto shall remain in them and the same may be removed at the expiration, or sooner termination, of this lease whether affixed to the building or not. The said parties of the second part shall also have the right to remove any equipment or fixtures covered by this lease, except said lathe and/or motor, but in removing the same shall exercise care that the same shall not be unreasonably damaged, and shall transport the same to any place of storage within the Town of Stevenson which shall be designated by the party of the first part, and the party of the first part agrees to obtain a place of storage therefor and to pay all storage charges thereon.

The parties of the second part shall have the right, with the consent of the party of the first part indorsed hereon, to sublet said premises or any part thereof.

At the end of the term aforesaid the parties of the second part will surrender the said premises to the party of the first part in as good condition as received, ordinary wear and tear excepted.

In case the parties of the second part shall pay the rentals aforesaid, and shall keep and perform the terms and conditions and covenants of this lease they shall and may have and enjoy the peaceable possession of said premises for the term aforesaid, but in case of their failure to pay the said rental or to keep and perform the terms, conditions and covenants herein contained, to be kept and performed by them, the party of the first part may at its option declare this lease immediately terminated and take possession of said premises, and evict the parties of the second part, and all persons holding under them, therefrom.

The party of the first part hereby grants to the parties of the second part, provided they keep and perform the terms of this lease, an option to lease the said premises for an additional term of three years upon like terms and conditions as herein provided.

It is understood and agreed that the Standard Oil Company of California hold a certain agreement or lease from the party of the first part purporting to give said company certain exclusive advertising and facilities privileges, and the said party of the first part hereby guarantee that said rights and privileges are not such as will dispossess ^{the} said parties of the second part from said premises or any part thereof, save and except as to the gasoline pump in front of said premises and the tank in connection therewith, and such other pump and/or tanks, as may be necessary or proper for storage and sale of gasoline in the ordinary course of business at said premises at retail under the agency contract with said company held by the said first party, together with the right of said company to paint the surface of said buildings and signs on said premises. The said party of the first part hereby agrees and guarantees and warrants to defend the said parties of the second part, and to save them harmless, against all claims and demands of the said Standard Oil Company of California, its successors and assigns, on account of or growing out of said purported lease except as aforesaid and except as against the wrongful acts of the parties of the second part.

It is further agreed and understood that the above mentioned gasoline pump and tank are reserved to the party of the first part from the terms of this lease.

As a material considerations for the execution of this lease and the performance thereof, the party of the first part promises and agree that it will not use the building owned by it, situate on the north side of Second Street, or the premises adjacent thereto for the sale of automobiles, automobile parts or accessories, repairing of automobiles or trucks, for the sale of gasoline or oils, storage of automobiles or trucks, or for any other business.

commonly known or designated as "Garage" business or connected therewith, during the term of this lease, or while the same remains in force and effect.

In Testimony Whereof the party of the first part has caused these presents to be duly executed by its lawfully authorized officers, and the parties of the second part have hereunto set their hands, the day and year first above written.

(McKeighan & Wachter Seal)

McKeighan & Wachter Company
By Bertha McKeighan, Vice President
Attest: Ray McKeighan, Secretary.
Laxson and Golden
George Laxson
Geo. W. Golden, parties of the second part

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

Raymond C. Sly, a Notary Public in and for said State and County do hereby certify that on this 11th day of January 1929 personally appeared before me Bertha McKeighan to me known to be the Vice President and Ray McKeighan known to be the secretary of McKeighan and Wachter Company, the corporation that executed the within and foregoing instrument and acknowledged that they signed and executed the said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

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

Filed for record Dec. 3, 1929 at 1:35 o'clock P. M.

G. C. Chessier, County Auditor.

16116

F. McKelvey et ux to Stevenson Water Co.

KNOW ALL MEN BY THESE PRESENTS, That F. McKelvey and Myrtle McKelvey, his wife, parties of the first part, for and in consideration of the Sum of \$50.00 to them in hand paid, and in consideration of the covenants and agreements herein contained to be paid and to be performed by Stevenson Water Company, party of the second part, do hereby Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, a right of way for a pipe line over and across the following described real property, to-wit: That portion of the Northwest quarter of Northwest quarter of Section 1 Township 2 North of Range 7 East of W. M., purchased by the parties of the first part from the estate of A. A. Disbrow and Lena Hapgood.

Said Right of way is to be as follows:

As the same is now staked out and partly constructed over and across said property; said right of way to intersect the present State Road at or near the point where the old County Road formerly designated as State Road No. 8 intersects the present established State Highway and to continue thence approximately along the general course of the old county road to intersection with the East line of said property. The said right of way is