

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

is conveyed subject to the following conditions, to-wit:

(1) Said pipe on the Northerly side of the State Road No. 8 shall be covered to a depth of at least 16 inches and on the southerly side of State Road No. 8 to such depth as will permit passing of same with trucks, automobile or other conveyances without injury thereto, it being understood that the said parties of the first part contemplate using the property Southerly from said State Highway for commercial purposes and shall not be responsible for damage to said pipe line which may be caused by traffic thereon.

(2) That a one inch connection for fire plug shall be placed and maintained on the said pipe line at or near the point where the same intersects the North line of said State Road No. 8, and that a one-half inch tap for connections for domestic water service shall also be placed and maintained at said point, either upon the main or upon the one inch fire connection at the option of the party of the second part.

(3) A one-half inch tap shall be placed upon said main at or near the Southerly line of said State Road No. 8 to be used for water service as may be desired by the parties of the first part, subject however, to the published rules, rates and regulations of the party of the second part.

(4) The placing and maintenance of the one inch fire plug, connection together with fire protection the same may afford to the parties of the first part or to the persons in the neighborhood is a part consideration for the granting of this easement and no charge shall be made to the said parties of the first part for or on account of such fire protection as the same may afford but the use of any water, otherwise by said first parties shall be paid for at the regular published rates. Fire plug, if any, shall be placed and maintained by first parties at their own cost and responsibility.

(5) The said party of the second part shall have the right to go upon said premises for the purpose of repairing, replacing, maintaining or removing said pipe line, but in so doing shall not cause unnecessary damage to said premises.

(6) After laying said pipe line or making any excavations for the repair, replacement or maintenance of the same, the party of the second part shall replace in such excavation all earth removed so that said ditch line shall be left in a clean and level condition.

(7) It is understood that that portion of the pipe line Northerly from the South side of State Highway No. 8 will not be laid at the present time, and that until the same is permanently placed thereon a temporary pipe line may be laid from the point of intersection of said right of way with the South line of said State Road No. 8 in a Westerly direction a distance of approximately 300 feet to the iron conduit or pipe owned by the party of the second part and now placed under the right of way of said State Road No. 8; said temporary pipe line to be removed as soon as a permanent pipe is placed as aforesaid.

(8) The said party of the second part shall have the right to go upon the premises of the parties of the first part at a time when there are no crops growing thereon and after the same have been harvested for the purpose of removing the wood pipe now extending across said premises.

In Testimony Whereof the parties have executed these presents in duplicate this 27th day of July 1929.

(Stevenson Water Company Seal)

F. McKelvey (Seal)
Myrtle McKelvey (Seal)
STEVENSON WATER COMPANY
By P. S. C. Willis, President
Attest Ray McKeighan, Secretary

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I, Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 27th day of July 1929 personally appeared before me F. McKelvey and Myrtle McKelvey, his wife 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 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. 4, 1929 at 2:00 o'clock P. M. G. C. Chesser, County Auditor.

#16171
SAMUEL HOOVER et ux, to WILLIAM LADWIG

THIS INDENTURE OF LEASE, Made and entered into this 15th day of May 1929, by and between Samuel Hoover and Eda Hulda Hoover, his wife, parties of the first part and William Ladwig party 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, do hereby lease and let unto the said party of the second part the following described real property in Skamania County, State of Washington, to-wit: beginning at a point 40 rods and 30 feet north of the SW corner of the NE 1/4 of Sec 17 tp 3 N R 8 E. W. M., thence east 40 rods, thence north to Wind River, thence west along said river to the NW corner of the NE 1/4 of said sec 17, thence south to the point of beginning, containing 30 acres more or less.

Also: Beginning at a point 30 feet east of the SW corner of the NE 1/4 of said sec 17, thence east 80 rods, thence north 40 rods, thence west 80 rods, thence south 40 rods to the place of beginning containing 20 acres more or less.

For the term commencing at the date hereof and ending on the 1st day of January 1935.

As rental therefor the said party of the second part shall pay the sum of \$150.00 per annum for the years 1930 to 1934 inclusive, there being no cash rental to be paid for the balance of the year 1929. The above mentioned rentals shall be payable at the time and in the manner following, to wit: First, the amount of the annual installments payable upon the mortgage in favor of the Federal Land Bank of Spokane for said years 1930 to 1934 inclusive shall be paid by the said party of the second part to the said mortgagee on or before the date the same shall become due and payable under the terms of said mortgage, and the note sucured thereby. Second, the balance of said rental shall be paid to the treasurer of Skamania County, Washington, upon real property taxes assessed against said real property; provided, that the total of such payments shall not exceed the sum of \$150.00 per annum, agreed rental as above, and provided further, that in case the balance left upon said annual rental, after deducting the payments to the said mortgagee, shall not be sufficient to pay said taxes in full, with interest and penalty, if any, then the said parties of the first part shall immediately pay to the treasurer of said Skemania County any balance unpaid upon said taxes, after applying thereon the amounts so paid by the party of the second part.

The party of the second part shall have immediate possession of said premises, and may keep and enjoy the same so long as he shall pay the said rentals, and keep and perform the

Released recorded May 18, 1933
in Book 3 of Condemnation
and
Deed Book 215
mch 14 1934