

Time is the essence of this agreement and if for any reason the parties of the second part do not keep or perform their part of this agreement, then, at the option of the parties of the first part; this agreement shall be null and void and the parties of the first part shall have the right to repossess said property and all payments made thereon are to be retained by them as liquidated damages herein.

It is understood and agreed that while possession is given of said property, the title thereto is to remain in the parties of the first part until the full performance of this contract on the part of the part of the parties of the second part herein.

A. C. Hitchman
V. C. Hitchman
Parties of the First part
Lester J. Hawkins
Bessie E. Hawkins
Parties of the Second part.

Filed for record Nov. 7, 1931 at 11-10 a.m. by Mrs. John Potter.

Mabel G. Sasse
Skamania Co. Clerk-Auditor.

#17745

M. B. Stevenson to Geo. F. Breslin

This agreement entered into the First day of December 1931 (Dec. 1st, 1931) between M. B. Stevenson to be known as party of the first part and Geo. F. Breslin to be known as party of the second part to-wit:

The party of the first part M. B. Stevenson, owns a certain tract of land at Cape Horn, Wash. in Section 9 & 16, T. 1 N. R. 5 E. W. M.

For \$1.00 to me in hand paid and other considerations consisting of being allowed to draw water for domestic use, from a certain pipe that the party of the second part, Geo. F. Breslin, wishes to lay across the land of the said M. B. Stevenson, starting at a point on the North line being approximately 200 ft., from what is known as the Ira Elliott home, thence over and across said land of M. B. Stevenson to a point in Lot 4 Sec., 16, T. 1 N. R. 5 E. W., south of the Northbank Railroad track.

It is further and specifically agreed, that the party of the second part Geo. F. Breslin or his heirs and assigns, shall have a right to go on the said property as above mentioned, for the purpose of renewing or repairing the said pipe line, for a period of 50 years.

Thelma Smead,
Witness.

M. B. Stevenson
Geo. F. Breslin

Filed for record Dec. 23, 1931 at 5-10 p.m. by Grantee.

Mabel G. Sasse
Skamania Co. Clerk-Auditor.

#17786

R. H. Barr et al to Ray McKeighan

Assignment of Right of Way Agreement:

Whereas, upon the 2nd day of June, 1931, a certain agreement in writing was entered into by and between W. A. Arnold, P. S. C. Wills and Frank A. Wachter, as parties of the first part, and R. H. Barr and John D. Tennant, also known as J. D. Tennant, as parties of the second part, which said Agreement is recorded in Book 3 of Agreements, at page 177 of the Records of Skamania County, Washington, and under and by certain provisions of the said agreement, a certain right-of-way was conveyed to the parties of the second part for a period of five years time, over and upon the following described real estate, situate in the County of Skamania, State of Washington, and particularly described as follows to-wit: