

Notary Public in and for the State of _____ personally came Jessie M. Friedrich, to me known to be the individual described and who executed the foregoing instrument of her own free and voluntary act and deed.

Witness my hand and official seal the day and year hereinabove mentioned

Seal of County Clerk affixed

Donald J. Ryan County Clerk
of Clackamas County Oregon
By Stanley J. Mitchell
Deputy

Filed for record Dec 3, 1932 at 9:30 A.M. by Dolly Burden.

Mabel J. Fosse- Skamania Co., Clerk-Auditor
By Frank R. Washburn Deputy.

#18508

Ole Peterson et al to United States of America

Lease between Ole Peterson et al and The United States of America.

Instructions to be observed in executing lease.

1. The lease shall be dated.
2. The full name and residence of the lessor shall be clearly written in Paragraph 1 of the lease.
3. The premises shall be fully described and, in case of rooms, the floor and room number of each room given.
4. Whenever the lease is executed by an attorney, agent or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.
5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested, and, if requested by the Government, evidence of his authority to so act shall be furnished.
7. Under Paragraph 6 of the lease, insert necessary facilities to be furnished, such as heat, light, janitor service, etc.
8. When interlineations, deletions, or other alterations are made, specific notation of the same shall be entered in the blank space following Paragraph 11 before signing.
9. If the property leased is located in a state requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

Department of Agriculture

Bureau or Office.

Lease between

Forest Service.

Ole Peterson et al and The United States of America.

1. This lease, made and entered into this 1st day of January, in the year one thousand nine hundred and thirty-three by and between Ole Peterson, lessor, and Rufus Wagener, mortgagee, of Cougar, Washington for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the United States of America, hereinafter called the Government;

Witnesseth: The parties hereto for the consideration hereinafter mentioned, covenant

and agree as follows:

3. The Lessor hereby leases to the Government the following described premises, viz:

A tract of land beginning at a point on the south side of the County Road, said point being 1158 feet south of the NW corner of Lot 3, Sec. 30, T. 7 N. R. 5 E., and running thence N. 68° E along the south line of county road 120 ft., thence south 82° E. 244 feet to the north bank of Lewis River, thence south 46° 53' west along said north bank of Lewis River 305.8 feet to the west line of said Lot 3, thence north on said west line 400 feet to the place of beginning, containing 1.372 acres.

to be used exclusively for the following purposes: Construction of temporary buildings for use as headquarters for Government employees and for storage of Government property.

5. To Have and to Hold the said premises with their appurtenances for the term beginning January 1, 1933 and ending with June 30, 1933.

4. The Government shall not assign this lease in any event, and shall not sublet the demises premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sub-lessee, and the agents and servant of the Government, or of such sub-lessees.

5. This lease may, at the option of the Government, be renewed at a rental of Twenty Dollars (\$20.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least 30 days before this lease would expire; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1941.

6. The Lessor shall furnish to the Government, during the occupancy of said premises under the terms of this lease, as part of the rental consideration, the following: unimproved land. The Lessor assumes no responsibility for protection or maintenance of any structures or improvements placed upon this land by the Government.

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs; in or upon the premises hereby leased; (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in or upon, or attached to, the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted. Provided, however; that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises, rent at the following rate: Twenty Dollars \$20.00 per annum, Payment shall be made as of June 30 and December 31 of each year.

Payment on December 31, 1932 and subsequent payments on the rental aggregating

\$200.00 shall be paid to Rufus Waggener, mortgagee, his heirs or assigns.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated Company, if the lease be for the general benefit of such corporation or company.

12. The lessee shall have the option of purchasing the land covered by this lease, for a consideration of Two Hundred (\$200.00) Dollars, payment of which shall be divided between the lessor and mortgagee in the proportion of one-third to lessor and two-thirds to mortgagee of any amount of the mortgage that may remain unpaid at the time of purchase. If the amount due on the mortgage has been remitted in full at the time of purchase, the payment of Two Hundred (\$200.00) Dollars shall be made to the lessor; and the mortgagee binds himself, his heirs, executors, administrators, successors and assigns, to release the above described mortgage. The lessor or his heirs, successors or assigns shall, upon demand, at any time, during the existence of this lease, furnish a warranty deed conveying the premises to the United States of America, which deed shall be duly recorded in the county records; and shall furnish an abstract of title, showing merchantable title in the United States, free from all incumbrances, including assessed taxes, on the date the deed is recorded as required by the instructions of the Department of Justice and/or of this Department; the consideration of Two Hundred (\$200.00) Dollars to be paid upon examination and approval of title. Payment of rental under this lease shall cease sixty days⁽⁶⁰⁾ after the date this option is exercised and deed demanded, or sooner if payment of purchase money is made to the lessor.

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

J. A. Hasedahl
P. V. Moss
Witness to signature of lessor
George V. Fisher
Witness to signature of mortgagee
Wilma U. Fisher

Rufus Waggener, Mortgagee
Ole Peterson, Lessor
The United States of America
A. O. Waha Acting Regional Forester.

Filed for record April 27, 1933 at 3-20 p.m. by John Hough.

Mabel J. Asse
Skamania County Clerk-Auditor.

#18514

Marie Roe to Frank Birkenfeld

12/24/1932 Sent check dated 2/1/33 in the amount of \$60.00

KNOW ALL MEN BY THESE PRESENTS, That Marie Roe, a widow, party of the first part, for and in consideration of the payments to be made as hereinafter provided, does hereby GRANT and CONVEY unto Frank Birkenfeld, party of the second part, an easement for a right-of-way over and across the following described real property in Skamania County, State of Washington, to-wit:

The NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29 and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 20, Township 3 North, Range 8 East of Willamette Meridian.

To Have and To Hold for a period of five (5) years from and after the date of these presents for road purposes.