

8. Any notice that either party may desire to give to the other shall be given <sup>in</sup> writing and either delivered personally or sent by prepaid U.S. registered mail to the other at the address following the signature of such person to this agreement.

9. This agreement is executed in triplicate. In the event that this machine is used prior to May in 1934 then at the end of the first thirty days period payments shall start at the rate of \$600.00 a month.

Webb-McDonald Tractor & Equipment Co.  
246 No. Wenatchee Ave. Phone 6365  
Wenatchee, Washington  
By H.D. McDonald  
Address Y \_\_\_\_\_

Corporate Seal affixed.

Columbia Power and Investment Company  
By John G. Wachter V.Pres.  
Address \_\_\_\_\_

In consideration of the sum of one dollar and other considerations the Columbia Power and Investment Company, a corporation does hereby transfer and assign unto Geo. M. Hazard, of Stevenson, Washington, that certain lease and option bearing date the 20th day of July 1933 for the rental of one Caterpillar Diesel 75 Tractor with Bulldozer, Serial No 2-E-44, executed by Webb-McDonald Tractor & Equipment Co, to the said Columbia Power and Investment Company, and option for the purchase thereof.

And the said Geo M. Hazard does hereby promise and agree to punctually pay the several installments of rental therein provided and to faithfully keep and perform the covenants and agreements therein contained.

It is understood and agreed that the liability and obligation of the Columbia Power and Investment Company under the terms of said lease are hereby assumed by the said Geo. M. Hazard and the said company fully relieved therefrom both by the above named lessor and the said Geo.M. Hazard/

Dated this 20 day of August. 1933.

Columbia Power & Investment Company

Corporate Seal affixed.

By John C. Wachter Vice Pres.

Assignor

Geo M. Hazard

Assignee

The foregoing assignment is hereby approved and the liability of the Columbia Power and Investment Company under said lease is hereby waived

Dated this 20 day of Aug, 1933.

Filed Sept 8 at 10:15 A.M. by  
George F. Christensen.

Webb-McDonald Tractor & Equipment Co,  
246 No. Wenatchee Ave., Phone 6365.  
Wenatchee, Washington.  
Lessor H.D. McDonald.

Mabel J. Fosse- Clerk-Auditor.

By Frank A. Wachter Deputy.

# 18787.

J.Allen Gilbert To Mr. & Mrs. A.L.Douglass.

Indenture of Agreement. Portland Oregon June 14, 1933.

It is hereby agreed between J. Allen Gilbert, of Portland, Multnomah County, Oregon, hereinafter known as Party of the first part, Mr. & Mrs. A.L.Douglass of Stevenson, Wash. Skamania County, hereinafter known as Party of the Second Part and Mr. & Mrs. Lynn Finister, of Portland, Multnomah County, Oregon, hereinafter known as Party of the Third Part as follows:-

It is agreed by Party of the First Part, being the owner of a certain tract of approximately sixteen acres lying two miles east of Stevenson, Washington, Skamania County

and described in detail in recorded deed to the same, to sell to Party of the third part a portion of said land, lying between the highway, the West boundary of the tract, the S.P.&S railway and a line running north and South approximately 150 feet east of the store building located on said portion of land (see large rock marking the boundary indicated, exact location of said line to be determined and described by accurate survey subsequent to fulfillment of this agreement), for the sum of Three Hundred Dollars (\$300), said sum to be paid in monthly installments of not less than \$15 per month until fully paid. On payment in full the Party of the First Part agrees to give warranty deed to the portion described to the Party of the Third Part. The time shall be the essence of this agreement and failure to make said payments of not less than \$15 per month on the first of each month shall render this agreement null and void and such sums as have been paid shall be credited as rent for such time as said portion has been held by Party of the Third Part.

It is also agreed by party of the First Part that party of the Third Part shall have the right to a pipe line for water from the system now existing subjects to the rights and duties of the party of the Second part hereinafter described. No charge for water shall be made to Party of the Third Part for one year from date on condition that said Party of the Third Part shall install said pipe line from his portion of land to the water system now existing. Thereafter Party of the Third Part agrees to pay the sum of Six Dollars (\$6.00) annually for the use of water from said system. Until such time as Party of the Second Part exercises his right to purchase, all sums involved shall be paid to party of the first part. The annual rent of six dollars shall be paid in advance on the first day of July each year.

It is also agreed by the party of the Second part in pursuance of a certain option to purchase from party of the First part that he will keep the existing water system in functioning order in exchange for his rights to water from the system under the water rights owned by the Party of the First Part.

It is also agreed that no water shall be drawn from the system owned by the party of the first part by anyone other than the three parties to this agreement without the written consent of party of first part.

In case party of the second part exercises his option to purchase from the party of the first part, the furnishing of water to party of the Third Part shall be wholly under the control of Party of the second part. In case party of the second part does not exercise his option to purchase from party of the first part, said party to the third part shall have rights to water from party of the first part on the same terms as above, subject to any conditions which may modify or control his own water supply.

It is also agreed by the party of the second part that he waives his option to purchase that portion of land to be transferred to the party of the third part in order to free a portion from the option and make said transfer of the same to the party of the third part possible.

signed,

J.Allen Gilbert      Party of the First Part.

A.L.Gouglass      )  
Emma Gouglass      )      Party of the Second Part.

Lynn Finster      )  
Rose Finster      )      Party of the Third Part.

STATE OF OREGON      )  
County of Multnomah      )

SS

Be it Remembered that on this 16th day of June, 1933 before me



the undersigned, a Notary Public in and for the above named County and State, personally appeared J. ALLEN GILBERT and Lynn Finster and Rose Finster who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

Notarial Seal Affixed.

J.C. McCue  
Notary Public for Oregon  
My Commission expired 3/3/36.

State of Washington ) ss  
County of Skamania ) I Raymond C. Sly, a Notary Public in and for said State and County do hereby certify that on this 15th day of June, 1933 personally appeared before me A.L. Douglass and Emma Douglass, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed.

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

Notarial Seal Affixed.

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

Filed for Record Sept 11 At 8:00 A.M.  
By Lynn Finster.

Mabel J. Fosse- County Clerk-Auditor.  
By Frank A. Washburn Deputy.

#18823

Preston Ash to Peter Babetos et al

This Indenture of Lease, Made and entered into this 28th day of August, 1933 by and between Preston Ash, party of the first part and Peter Babetos and Spiros Arvanite, parties of the second part, and W. H. Evans, party of the third part, witnesseth;

That the parties of the first and third part, for and in consideration of the rentals to be paid as hereinafter provided, do hereby lease and let unto the parties of the second part the following described real property in Skamania County, Washington, to-wit:

The Restaurant building at the corner of Russel Avenue and Second Street in the Town of Stevenson, now occupied by the party of the third part, said building being situated on Lot 29 Block 7 of the Town of Stevenson,

for the term ending on the 15th day of May, 1937.

And the party of the second part promises and agrees to pay as rental therefor the sum of \$15.00 per month until May 15th, 1935 and thereafter the sum of \$20.00 per month, payable in advance on the 15th day of each month.

All improvements heretofore made on said building, or which may hereafter be made thereon, shall become and remain a part of the realty and shall not be removed, nor shall the party of the first part be liable for the payment or expense of making such improvements; provided, however, that trade fixtures shall be considered personal property, whether attached to the building or not, and may be removed upon expiration of this lease or sooner termination thereof, provided the party of the second part shall not be in default. In case the said party of the second part shall be in default upon termination of the lease such trade fixtures shall not be removed until such default has been made good, and the party of the first part shall have a lien thereon for the amount of such default.

The said building shall not be used for any illegal purposes, or for any business which competes with the present business of the party of the first part.

In case of destruction of said building by fire or other cause beyond the control of the parties hereto, without fault of either of the parties, this lease shall thereby be