

relieve the grantees from any claims for damages sustained by the grantor of said failure.

IN WITNESS WHEREOF we have hereunto set our hands and seals this fifth day of October 1933

T.W.Finnegan (Seal)

Robert Barr (Seal)
Grantees

E.P.Ash (Seal)
Grantor
Gertrude E. Ash

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } SS

This is to certify that on this 5th day of October 1933 before me the undersigned Notary Public personally appeared Robt. Barr, T.W.Finnegan and E.P.Ash and Gertrude E. Ash, his wife to me known to be the identical persons who signed and sealed the within instrument and who made acknowledgement to me that they did same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Notarial Seal Affixed)

Raymond C. Sly
Notary Public in and for the State
of Washington, residing at Stevenson

Filed for record Nov. 6, 1933 at 8:36 A.M. by T.W.Finnegan.

Mabel J. Fosse, Clerk-Auditor.

By Frank C. Wachtel Deputy.

No 18900

R.A.Lowe To P.J.Malone.

Moffetts, Wa. Oct. 5th, 1933.

This agreement, made the above date, between R.A.Lowe and P.J.Malone, is for the purpose of P.J.Malone being placed in charge as manager of R.A.Lowe's store, located on the Tol property, for the term ending August 1st, 1936.

P.J.Malone is to be responsible for all debts contracted after this date, and in return P.J.Malone agrees to pay R.A.Lowe the sum of \$50.00 per month, to be paid on the 5th of each month and to pay also the invoice of all merchandise on hand at the time of taking charge of the store.

It is expressly agreed that the store shall be used for any lawful business and to conform in every way with my contract with Mr. Tol.

Signed this 5th day of October 1933.

P.J.Malone

R.A.Lowe

The
State of Washington }
County of Skamania } SS.

I, Mabel J. Fosse County Clerk and Auditor in and for the State of Washington, do hereby certify, that on this 8th day of November, A.D. 1933, personally appeared before me P. J.Malone and R.A.Lowe 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.

Given under my hand and official seal, this 8th day of November, A.D. 1933.

Mabel J. Fosse
Skamania Co., Clerk Auditor residing at
Stevenson, Wash.

Auditor's Seal Affixed.

Mabel J. Fosse, County Clerk Auditor

By Frank A. Wankler Deputy.

Filed for record Nov 8, 1938 At 5:00 P.M.
By P.J. Malone.

#18919

WAUNA LAKE CLUB TO ROBERT BARR AND T.W. FINNEGAN.

AGREEMENT.

This agreement made and entered into as of August 31st, 1938, between Wauna Lake Club, a corporation, hereinafter known as Vendor, and Robert Barr and T.W. Finnegan, hereinafter referred to as VENDEES,

WITNESSETH:

That it is mutually understood and agreed between the parties hereto that the vendor will and does sell to the vendees, and the latter buy of the former all merchantable timber as hereinafter defined, on the following described tracts of land, to-wit:

The North One-half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) known as Government log # eight (8), said last described tract containing 33.25 acres, more or less, according to the Government survey thereof; all of said described tracts being in section Ten (10) in Township Two (2) North, Range Seven (7) East of the Willamette Meridian in Skamania County, State of Washington and contain 33.25 acres, more or less, according to the Government survey thereof,

for the price, in the manner, with the privileges and under the terms and conditions hereinafter expressed.

Vendor agrees to properly locate the exterior boundary lines of the above tracts within a reasonable time hereinafter and at least prior to the time that the vendees must start their operations.

It is agreed between the vendor and the vendees that the exterior boundary lines of the above tracts shall be located within a reasonable time after the date of the execution of this contract and for said purpose the parties have employed W.F. Blair of Vancouver, Washington who has agreed to locate said boundary at a cost of \$25.00, one-half thereof to be paid by each of the parties to this agreement.

Merchantable timber refers to and includes only what are termed #2 logs or better and vendees agree to commence removal of timber along the most easterly portion of said lands and shall continue in a westerly direction, taking all timber clean, and in no event cutting the best of the timber and leaving patches thereof standing and consequently all culls, white fir and hemlock logs or timber shall not be included in the phrase merchantable timber and may be left uncut if the vendees so desire and no payment shall be required therefor.

Within sixty days from date hereof the vendees are to start the preparation of necessary roads and camp buildings, if needed, and are to be ready to commence their logging operations and start logging and the removal of the timber within ninety days from the date hereof.

The vendor grants unto the vendees the right to construct and use all necessary logging roads not over the above lands alone but over any other lands by it owned or controlled adjacent thereto, including the right to place thereon any equipment, deemed advisable by the vendees, but such roads shall not interfere with the waters of any stream or lake on said described lands, the same to be used distinctly for logging purposes of the vendees and in no case shall such roads be used as public thoroughfares or to be used by