

A strip of land, 100 feet wide, being 50 feet wide on the northward side and 50 feet wide on the southward side of the center line of State Road No. 8, Underwood-West, as surveyed over and across part of Lot 2, Section 28, Township 3 North, Range 10 East of the Willamette Meridian, beginning at a point on the south line of S. P. & S. Ry. right of way which point is 1550.40 feet easterly from the point of intersection the said right of way line with the section line between Sections 28 and 29, T. 3 N. R. 10 E. W. M.; thence easterly on said right of way line, 360 feet to a point; thence south $18^{\circ} 17'$ East, 525 feet, more or less, to a point on the U. S. Government Meander line on the Columbia River; thence northwesterly, along said meander line to a point in said line which is S. $18^{\circ} 17'$ E 512.85 feet from the place of beginning; thence N. $18^{\circ} 16'$ W 512.85 ft. to place of beginning.

This is a partial release covering the above described lands only and shall not operate to destroy in any way the full claim and right in every other manner whatsoever on and against any and all other property of every nature, kind and description affected by said lease and in favor of the undersigned.

Dated this 10th day of March A. D. 1934.

A. T. Fraley
Laura A. Fraley

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 10th day of March A. D. 1934, personally appeared before me A. T. Fraley and Laura A. Fraley 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 purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

(Notarial seal affixed.)

F. L. Allen
Notary Public in and for the State of
Washington, residing at Seattle, Wash.

Filed for record June 25, 1934 at 8-01 a.m. by State Highway Department.

Mable W. Swan
Skamania County Clerk and Auditor

#19654

Peter Swanson to Dee Wakefield.

THIS INDENTURE made this 7th day of July, 1934, WITNESSETH:

That Peter Swanson, a single man, of Stevenson, Skamania County, Washington, hereinafter called the Lessor, does hereby Let, Lease and Demise unto Dee Wakefield of Stevenson, Skamania County, Washington, hereinafter called the Lessee, the property known as "Sunset Auto Service" located on North Half of Lots 7 and 8 of Block 5, River-view Addition to the Town of Stevenson, Skamania County, Washington, together with all machinery, equipment, office equipment, gas pumps and other fixtures appertaining to said business, including the right to conduct the business as "Sunset Auto Service".

To Have and To Hold, for the term of three (3) years from July 1, 1934, with privilege of additional two (2) years at the option of the Lessor, yielding and paying therefor the monthly rental of Eighty and no/100 (\$80.00) Dollars per month, payable in advance on or before the 10th day of each and every month, and if not so paid the Lessor may, at his option, terminate this lease and Lessee agrees to surrender the premises immediately and peaceably.

It is further understood and agreed that the name of the Lessor shall not in any manner be used nor shall he be held liable or responsible for any debts created or owing by the Lessee nor from any damage to any property or injury to any person, in,

on or about said premises, Lessee agreeing to assume all such liability.

Lessee agrees to keep the building, equipment and machinery under this lease in complete repair and condition at all times and to replace all breakage of windows, doors, machinery and equipment.

Lessee shall pay all bills for water, light, telephone and supplies for his use and in connection with said business during his occupancy of said building.

The Lessor retains his agency for Chevrolet automobiles and trucks and shall have the right to storage free of charge for two automobiles or trucks in said building and shall have the right to show said cars and trucks to prospective purchasers and to make sales therein. If Lessor has more than two motor vehicles in said building he shall pay the storage rates to Lessee on all vehicles in excess of two.

Lessor shall have the right to be in, on and around said premises at all times, and Lessee agrees to allow no waste or damage to the premises and not to sub-let without the consent of Lessor in writing, and to quit and surrender the premises in proper condition at the expiration of the lease or for breach of any of the covenants thereof.

Said Lessor assumes all taxes on the real property and all taxes against that part of the personal property covered by this lease and to assume and pay all insurance premiums.

It is expressly understood and agreed that this lease is subject to sale of the premises, and Lessee agrees to surrender the premises in case of sale at expiration of twenty days notice, and that there shall be no claim for damage against the Lessor by reason of such sale and its effect upon him or his business, Lessor agrees to take lessee's stock at invoice in case of sale of said premises.

Time is of the essence of this agreement.

The Lessor may enter the premises to view and make improvements, and to expel the Lessee if he shall fail to pay the rent as aforesaid, or make or suffer any waste thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate this 7th day of July, 1934.

Peter Swanson
Party of the First Part

Dee Wakefield
Party of the Second Part

STATE OF WASHINGTON)
(ss
COUNTY OF SKAMANIA)

I, R. M. Wright, a Notary Public in and for the said State, do hereby certify that on this 7th day of July, 1934, personally appeared before me Peter Swanson, a single man, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his 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)

R. M. Wright
Notary Public for Washington,
residing at Stevenson.

Filed for record July 7, 1934 at 10-40 a.m. by Peter Swanson.

Michael J. Swanson
Skamania County Clerk and Auditor.

#19687

AGREEMENT

Frank Birkenfeld et ux To O. Colistro.

This agreement entered into this 12th day of July, 1934, by and between Frank Birkenfeld & Ruth B. Birkenfeld, husband and wife hereinafter referred to as the first party, and O. Colistro, hereinafter referred to as the second party.

Witnesseth

In consideration of the payment of the sum of \$25.00 receipt of which is hereby acknowledged, and in consideration of the payment of 3½ cents per yard as hereinafter set forth, the first party hereby grants to the second party the exclusive right of ingress and egress upon the following described property of the the first party: All land situated & lying South of the S.F.&S Ry to the Columbia River/and the Columbia River low water mark intersect running up the river to Birdwell line, running thence North to the S.P. & S. Ry rightway

Frank Birkenfeld Ruth Birkenfeld O. Colistro

Running thence following West the said S.F.&S. Ry to the Wind River, running thence following South the Wind River and to the point of beginning covering One hundred Nineteen acres more or less Said Property is situated in Skamania County, State of Washington. And to remove therefrom sand and or gravel as the second party may see fit. It is understood and agreed by and between the party hereto that the term "second party" as used in this agreement shall include the second party's Agents, Vendees, Assignees, or other duly authorized representative. It is understood and agreed by the parties hereto that the second party may enter in or leave the premises whenever he sees fit and may take onto said premises all tools, Implements or equipment of whatever kind and character that he may deem necessary

Frank Birkenfeld Ruth Birkenfeld C. Colistro.

to the ends of this agreement and its furtherance, It is understood and agreed that the second party shall have the absolute sole and exclusive right to remove said sand and or gravel during the duration of this agreement, and to take away any or all that he may see fit, and it is understood and agreed that the second party shall pay the first party 3½ cents per yard for all yards of sand and or gravel that he removes from the premises above described.

It is understood and agreed by and between the parties that the duration of this agreement, and right above mentioned, shall be three years from the date of this agreement, provided that the Bonneville Dam shall have been completed within said period of time, but if said Dam has

Frank Birkenfeld Ruth Birkenfeld O Colistro

not been completed within said time, then this agreement shall not terminate until the said Dam is completed.

It is understood and agreed and agreed that any and all tools, Implements, Materials, and equipment taken onto the premises by the second party may be removed therefrom whenever the second party may see fit, and that said articles shall in no wise be under the control of the first party. It is understood and agreed, and this provision is made specifically to qualify this provision of the duration of time of this agreement, that