

should the Bonneville Dam be not completed within five years from the date of this agreement, then this agreement shall terminate notwithstanding, in other words, this agreement shall terminate at all events five years from the date thereof.

Frank Birkenfeld Ruth Birkenfeld O. Colistro

It is hereby understood that the described property be used only for the purpose of removing sand and or gravel and if sand or gravel is not found satisfactory on above described property this contract is to be terminated.

In Witness whereof the parties have hereunto set their signature on the day, month and year above set forth.

Frank Birkenfeld Ruth Birkenfeld O. Colistro .

It is also understood and agreed that all test holes made by the second party are to be covered by the said second party at their expense.

Frank Birkenfeld Ruth Birkenfeld O. Colistro.

Filed for record July 14, 1934 at 9:20 A.M. by Grantee.

Mabel J. Fosse
Skamania County Clerk and Auditor.

By Frank C. Richter
Deputy.

19698

AGREEMENT.

Celo Anderson To O. Colistro.

Celo Anderson.

This agreement entered into this 11-day of July 1934, by and between Celo Anderson 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 3 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 first party :

Property located in Skamania Co, Washington- described as Tax Lot 4 Sec, 27 Township 3 N. Range 8 E. W.M. Described fully on back of last page

C.A.

and the exclusive right to remove therefrom sand and/or gravel as the second party may see fit. It is understood and agreed by and between the parties hereto that the term "second party" as used in this agreement shall include the second party's agents, vendees, assignees, or other duly authorized representatives.

It is understood and agreed by the parties hereto that the second party may enter into or leave said premises wherever he sees fit, and may take onto said premises and remove therefrom all tools, implements, materials, and/or equipment of whatever kind and character that he may deem necessary 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 to the first party 3 cents (three 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 hereto that the duration of this agreement and the rights created thereby 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 not been completed within said time, then this agreement shall not terminate until said dam is completed; provided, however, that this agreement shall in no case be in existence for more than five years from the date hereof. In other words, this agreement shall terminate at all events five years from the date hereof, whether the Bonneville Dam be completed or not, and this sentence controls over the preceding sentence.

It is understood and agreed by and between the parties hereto that any and all tools, implements, materials, and equipment taken onto said premises by the second party shall in no wise be under the control of the first party.

Celo Anderson
First Party

C. Colistio
Second Party.

Witnesses:

Wm. E. (Not Leg.)

Ralph Anderson.

"The following appears on back of last page"

The following described real estate is located in Skamania County, and which is particularly described as follows; To-wit: Tax lot 4 of Section 27 Town 3 North Range 8 East W.M., described as follows: Commencing at the SW corner of Sect. 27 Town 3 N. Range 8 E., running thence N. 48° E. 186 feet, thence N 24° E 330 feet, thence N. 76° E. 458 feet, thence N 89° E 175 feet, thence S. 71° E 184 feet, thence S 76° E 95 feet, thence S. 78° E. 151 feet, thence N. 86° E 212 feet, thence N 37° E 122 feet, thence N 8° E 289 feet, thence N 44° W 44 feet thence N 15° W 50 feet, thence N 11° E 140 feet, thence N. 34° E 86 feet, thence N 28° E 100 feet thence N 2° W 200 feet thence 7° W 100 feet, thence N 1° E 150 feet, thence N 2° E 100 feet thence 34° W 142 feet, thence N 14° W 50 feet, thence N 23° W 93 feet, thence N 26° W 100 feet, thence N 44° W 200 feet, thence N 47° W 116 feet, thence N 43° W 100 feet to oak tree standing near the SW corner of Hatchery building, thence W 60 feet to SW corner of Hatchery grounds, thence W to East bank of Wind River, thence southwesterly along said east bank of Wind River to the intersection with section line between sections 27 and 28 of Town 3 N. Range 8 E, thence S on said section line to place of beginning; excepting therefrom 5.3 acres heretofore deeded to the State of Washington for Fish Hatchery, and also the rights-of-way of the S.P. & S. Railway Company and the State Highway; containing 48 acres more or less

Celo Anderson

Filed for record July 14, 1934 at 9:21 A.M. by Grantee.

Mabel J. Bosse, County Auditor.

By Frank C. Wachter Deputy.

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