

then were authorized to and did sign and seal 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 24th day of March, 1934.

Notarial Seal Affixed.

R.M. Wright.
Notary Public for the State of
Washington, residing at Stevenson therein,

Filed for record October 1, 1934 at 10:20 A.M.
By J.V. Hedges.

Mabel J. Fosse,
Skamania County Clerk-Auditor.

By Frank A. Wells Deputy.

#19944

O. Colistro T John H. Froll.

ASSIGNMENT

For and in consideration of the sum of One hundred Dollars (\$100.00) and other valuable considerations in hand paid by John H. Froll to O. Colistro, receipt of which is hereby acknowledged, the said O. Colistro hereby transfers, sells and assigns to the said John H. Froll an undivided one-half interest in and to that certain agreement dated the 11th day of July, 1934, entered into between Celo Anderson as first party and O. Colistro as second party, which said agreement is hereto attached and made a part of this assignment.

Witness my hand and seal in duplicate this 13th day of July, 1934.

O. Colistro (Seal)

In presence of
E.C. Stanley

Indorsed as follows: filed for record July 17, 1934 at 1:56 P.M. By J.H. Froll.

AGREEMENT
Celo Anderson.

This agreement entered into this 11th 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. T. 11. 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 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 whenever he sees fit, and may take unto 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 term 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 5 cents (five 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 Bonaville 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 Bonaville 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.

WITNESSES

Wm. E. Linn
Ralph Anderson.

Celo Anderson
First party.

C. Colistro
Second party

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 185 feet, thence N 24° E 330 feet, thence N 7° E 455 feet, thence N 89° E 175 feet, thence S 71° E 164 feet, thence S 76° E 95 feet, thence S 78° E 151 feet, thence N. 86° E 212 feet, thence N 37° E 127 feet, thence N 8° E 289 feet thence N 44° W 44 feet, thence N 18° W 50 feet, thence N 11° E 140 feet, thence N 34° E 68 feet, thence N 26° E 100 feet thence N 2° W 200 feet, thence N 7° W 100 feet, thence N 1-6 E 150 feet, thence N-____ 23 E 100 feet, thence 24° W 142 feet, thence N 14° W 60 feet, thence N 23° W 92 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 80 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.
at 9:21 am.

Indorsed as follows : filed for record July 14, 1934/by C. Colistro
recorded in Book 3 of agreements & leases page 259.

Filed for record October 3, 1934 at 9:40 A.M. by John H. Prohl.

Mabel J. Folle,
Skamania County Clerk-Auditor.

By *Frank A. Wachter* Deputy.