

19945

O. Colistro To 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 12 day of July, 1934, entered into between Frank Birkenfeld ^{and Ruth Birkenfeld} 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 16th day of July, 1934.

In presence of
F.C. Stanley.

O. Colistro (Seal.)

Indorsed as follows filed for record July 17, 1934 at 1:35 P.M. By J.H. Froll.
Recorded Book G. Misc. Page 184.

Frank Birkenfeld et ux To O. Colistro.

AGREEMENT.

This agreement entered into this 12th day of July, 1934, by and between Frank Birkenfeld & Ruth 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 5½ 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: All land situated & lying South of the S.P.&S. Ry - to the Columbia River, Beginning at a point where the Wind 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.P.&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/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 O. 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 5½ cents per yard for all yards of sand and or gravel that he removes from the premises 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