

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 premise 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 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 destroyed. 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 second party are to be covered by the said second party at their expense.

Frank Birkenfeld Ruth Birkenfeld O. Colistro.

Endorsed as follows Filed for record July 13, 1934 at 2:58 By O. Colistro.

Filed for record October 3, 1934 at 9:41 A.M. by John H. Froll.

Mabel J. Fosse,  
Skamania County, Clerk-Auditor.

By Frank Colistro Deputy.

#19946

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 un-divided one-half interest in and to that certain agreement dated the 12 day of July, 1934, entered into between Annie F. Monaghan and Thomas G. Monaghan and Margaret Ziegler 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)

AGREEMENT.

This agreement entered into this 12 of July, 1934. by and between Anne F. Monaghan Thomas G. Monaghan & Margaret P. Ziegler 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: in Skamania County, Wash.

All land lying South of the S.P.&S Railroad as now located being bounded on <sup>the</sup> East by Wind River, on the South by the Columbia River and on the West by the 1/8 Section line on the North by the S.P.&S Right of way dividing the S.E. 1/4 Sec. 38 Twp 3 N Rg 8. E.W.M.

(T.O.M) (H.P.Z) (A.F.M.) (A.F.M.) T.O.M

and 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 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 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 5 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 not been completed within said time, then this agreement shall not terminate until the said dam is completed.

It is understood 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 the provision of the duration of time of this agreement, that 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 hereof.

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

Witnesses:

Anne F. Monaghan  
First Party  
Thomas O. Monaghan  
Margaret P. Ziegler  
O. Colistro.  
Second Party.

Filed for record October 3, 1934 at 9:43 A.M. by John H. Froill.

Habel J. Foster,  
Skamania County Clerk-Auditor.  
By Frank C. Washburn  
Deputy.