

second part is granted permission to use part of Packing shed 1 storing boxes and fruit when necessary.

The party of the second part to have part of water in cisterns for spraying.

H. V. Rominger

A. B. Rominger

F. R. Frazer

Filed for record March 30, 1936 at 9-45 a.m. by Grantee.

Mahlon Case
Skemania Co. Clerk-Auditor.

#22093

Ed Barnett to Rudolph Hegewald et al

CONTRACT

This agreement, made and entered into this 27 day of June, 1935, by and between Ed Barnett, hereinafter called and referred to as the "Owner", and Rudolf Hegewald and G. W. Hegewald, hereinafter called and referred to as the "Operators", Witnesseth:

That whereas the Owner now owns and possesses certain sawmill machinery and the Operators are desirous of entering into a contract to rent the said sawmill equipment,

NOW THEREFOR IT IS AGREED by and between the parties hereto that the Owner will lease and rent unto the Operators the following equipment, to-wit:

One 11 inch by 16 inch Atlas Engine
One 18 Horse Power Scott Engine
One 8 Horse Power Leveller Engine and Boiler
One Donkey Boiler
One Cooper Planer Number _____
One 48 inch Circle Saw
One 52 inch Circle Saw
One ___ inch (approximately) Cut of Saw 31 inch
One ___ inch (approximately) Top Saw 30 inch
One Saw Mill Frame or Husk with machinery complete
One Saw Mill carriage with machinery complete and with belts
One Number 44 Link Elevator Chain
Machinery for elevator

Under the following terms, to-wit:

1. The Operators shall pay unto the Owner the sum of Fifty Cents (50¢) per thousand for all merchantable lumber cut by said mill; such payments to be based upon lumber sold by the Operators and payments to be made at such time as the Operators shall collect for lumber sold.

2. The Operators shall, when requested by the Owner, employ the said Owner in work in or in connection with the said mill and shall pay the Owner at the going wage scale for the services performed.

3. The Operators shall transport at their own expense the said machinery from the place where it now is to their proposed mill site which is in the town of Stevenson, Washington.

4. This contract shall run for the period of five years from the date of entering into the said contract and at the termination of this contract the operators shall have to agree upon a price for the rental and in the event that the Operators desire to renew and the parties hereto are not able/ a first and prior option to renew this contract at a reasonable rental/then the Operators shall pick one arbitrator and the Owner shall pick one arbitrator and the two arbitrators so chosen shall pick a third and the arbitrators shall fix a rental price upon which the parties will abide.

5. In the event of the Owners decease before the termination of this contract this Operators shall have the first and prior option to purchase all of the setout equipment for the sum of One Thousand Dollars (\$1000.00); it being stipulated by the Owner that the said amount is not to be construed as the market value and shall not bind him or his estate so far as any other persons are concerned.

6. The parties hereto shall keep the mill insured in a reasonable sum for which

insurance the Operators shall pay two-thirds of the premium and the Owner one-third.

7. The Owner shall have access to the Operators books of account at any reasonable time.

8. The Operators shall pay to the Owner a minimum rental of One Hundred Dollars (\$100.00) per year and if the mill shall not be operated or the operations so limited as to make the hereinbefore setout rentals less than One hundred Dollars (\$100.00), then the Operators shall make up the difference, it being the intention of the parties that no less than One hundred Dollars \$100.00 shall go from the Operators to the Owner in any one year.

9. The Operators shall provide a suitable place for the Owner to live in during the running of this contract, said place to be picked at the option of the Operators.

IN WITNESS WHEREOF the parties hereunto have set their hands in duplicate the day and year first above written.

Adol. Barnedt
Owner
R. M. Hegewald
G. W. Hegewald
Operators.

following Amendment be added to this contract:

That the operators shall pay to the owner 50¢ per thousand for all merchantable lumber cut in said mill, regardless of the additional machinery installed by the operators.

Owner {

Operators { R.M.Hegewald
G.W.Hegewald

Adolf Barnedt

Filed for record April 2, 1936 at 3-10 p.m. by Grantor.

Mabel J. Rose
Skamania Co. Clerk-Auditor.

#22127

J. R. Phillips et ux to Paul D. Fandrei

THIS AGREEMENT WITNESSETH: That J. R. Phillips and Bertha A. Phillips, his wife, lessors, do hereby lease and let unto Paul D. Fandrei, lessee, for the term of ____ years beginning Mch. 1st, 1936, and ending Dec. 31st, 1940, from the date hereof, the following described property, to-wit:

Beginning at the S. W. Cor of Lot No. 9 of the Normandy Tracts; thence N. 35 deg. 15' W. 342½ feet; thence at a right angle westerly a distance of 40 feet; thence at a right angle northerly a distance of 32 feet; thence at a right angle easterly a distance of forty feet; to said first described line if extended, and thence along said line if extended a distance of 32 feet to the point of beginning of the tract herein described, to-wit a tract 32 x 40 facing a private road and lying 342½ feet N. 35 deg. 15' west from the S. W. cor. of said lot 9 of the Normandy tracts, Skamania County, Wash.

1. The terms of this lease are as follows; The Lessee shall construct upon said lot a residence to cost not less than \$600.00 the said building to be located thereon and in accordance with plans and specifications to be approved in writing by the Lessors and to remain thereon until the end of the above mentioned term, except as hereinafter otherwise provided. Proper provision shall be made for sanitation and reasonable precautions against fire hazard.

2. The Lessee shall pay as ground rental the sum of \$2.50 per month, payable in advance, first two months already paid.

3. The Lessee shall keep said building painted and in good condition of repair and order and shall keep the same and the premises above described in a neat and orderly condition.