351

liable to lessee for damage to Lessee's property, business, coupancy of said premises, or otherwise, resulting directly or indirectly from such waters or from any other cause.

7. In case Lessee shall fail to perform any of the covenants, conditions or agreements hereinbefore set forth or shall violate any of said terms, provisions, or conditions, Lessor may reenter and repossess itself of said premises and expel Lessee, or those claim ing under him, without being guilty of trespass andwwithout prejudice to any other remedy or remedies, which Lessee may have at law or in equity on account of such default or violation.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate this 21st day of December, 1936.

> NORTHWESTERN ELECTRIC COMPANY Lessor

L. T. Merwin, President

Approved as to Form LAING & GRAY BY H.S.G. 12/12/36

Raymond Meiggs Lessee

Filed for record November 18, 1937 at 1-40 p.m. by Raymond Meiggs.

Skamania Chunty, Clerk-Auditor

#25111

Dempsey Taylor to Stevenson Water Co.

This agreement, made and entered into this 16 day of March, 1916, by and between Dempsey Taylor, party of the first part and the Stevenson Water Company, a corporation, party of the second part, Witnesseth:

That for and in consideration of \$1.00 and the benefits to be derived from piping water to be served said Taylor at the most favored customer rate, a right of way is hereby granted The Stevenson Water Company, its successors and assigns, for a period of twenty five (25) years, to lay and maintain in good order water pipes, over and along the follow ing described route:

Beginning at iron pipe post in center of Section 36, Township 3 North Range 7 E.W. M., thence South 4 deg. 33' E. 258 feet, thence South 00 deg. 43' W. 315 feet, thence South 37 deg. 59' E. 131 feet more or less to intersection with north line of C. D. Walker's land.

Such pipe to be laid 18 inches below surface of ground, out of reach of damage by future clearing or plowing, and maintained in good order to as to prevent damage, to land or crops all stumps to be shot out along pipe ditch at time of diging same.

The party of the second part agrees to place, for future service, Two Ts in pipe on Dempsey Taylor's tract above mentioned. Dempsey Taylor to designate in writing at the present time where said Ts are to be located.

Witness our hands and seals the day and date first above written.

Witnesses:

(Seal) Dempsey X Taylor

Samuel Richards

Samuel-Richards

(Seal)

Clifton Hughes

Stevenson Water Co. By P.S.C. Wills, Prest. & Mgr.

Stevenson, Wash. Mar. 16-16

To Stevenson Water Co.

I hereby request insertion of Two Ts in the 4 in. water main to be laid across my land at the two points designated hereon, Viz; opposite the NE & SE corners of Tom Combs land.

> X Taylor Dempsey

Agreed to the request.

Stevenson Water Co.

By P.S.C. Wills, Prest. & Mgr.

Filed for record December 27, 1957 at 11-30 a.m. by R. Bevens.

Skamania Younty, Clerk Aud.

<u>#25164</u>

Wm. R. Price et ux to C. A. Mensur

THIS INDENTURE, Made and entered into this 5th day of January, 1938, by and between Birdella Price and Wm. R. Price, her husband, parties of the first part and C. A. Mansur party of the second part, WITNESSETH:

That the parties of the first part for and in consideration of the rentals to be paid as hereinafter provided and of the covenants herein contained do hereby LEASE and LET unto the party of the second part the following described real and personal property in Skamania County, Washington, to-wit:

REAL PROPERTY:

Lots 3, 4, 5, 6 and that part of Lot 7 lying north and west of Wind River; the NE1 of SW1; the NW1 of SE1; the NE1 of SE1, except that part lying slutherly of Wind River; all of the NE1, except that part lying northeasterly of Panther Creek; that portion of Lot 2 and the West 10.94 acres of the SE1 of NW1 not included in deed to Agnes N. Dame et vir, all being in Section Eight (8) Township Three (3) North of Range Eight (8) East of W.M.

PERSOMAL PROPERTY:

Farm tools, machinery and equipment now upon the said real property, an inventory of which is attached hereto and by reference made a part hereof, for the term of five (5) years from the 1st day of January, 1938.

The party of the second part promises and agrees to pay as rental thereof, the sum of Fifty (\$50.00) Dollars, per month, payable on the 1st day of each and every month of said term, in advance.

As a further rental and consideration the party of the second part promises and agrees to clear, grub and place in cultivatable condition at least ten (10) acres of land. The said land to be so cleared, grubbed and placed in cultivation before January 1, 1942; the land so cleared shall be contigious to the land now in cultivation on said premises or in blocks of sufficient area to be readily and profitably farmed.

The party of the second part shall and may have the quist and peaceful possession of said premises so long as he pays the rental aforesaid and keeps and performs the covents herein contained; but in case of failure to pay the rental at the time and in the manner herein provided or in case of failure to clear the acreage of land herein provided for, at the time and in the manner above stated the parties of the first part may at their option terminate this lease and take possession of said premises and personal property. In event of such default and termination of this lease the parties of the first part shall be entitled to recover from the party of the second part all damages which they may suffer by reason of such default and in case suit becomes necessary to collect the same the party of the second part agrees that the amount which the parties of the first part shall be compelled to expend for fosts and attorney's fee shall be considered an item of damage and may be included in any judgment which they shall recover.

Upon the expiration of said term or upon termination of this lease from any cause the party of the second part promises and agrees to surrender the said premises and the personal property here in described in as good condition as the same is received, ordinary