

property, to-wit:

All that portion of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , said Section 21, lying north-erly of the highway formerly known as State Road No. 8, together with the dwelling house and outbuildings thereon or adjacent thereto,

for the term ending upon the death of the survivor of the parties of the second part.

It is understood and agreed, that this lease and the rights hereby granted and leased shall not be assigned and that no portion of the said premises be sublet without the consent in writing of the parties of the first part.

It is further understood and agreed that in case the parties of the second part shall abandon the premises herein described they shall revert to the parties of the first part, who may immediately take possession thereof. An abandonment shall be deemed to have taken place when said premises remain vacant and unoccupied for the space of one year without the written consent of the parties of the first part.

The parties of the second part shall keep the premises in repair at their own expense. Taxes and insurance shall be paid by the parties of the first part.

The parties of the first part retain for their own use all of the fruit grown and harvested upon said premises and shall have the right to cultivate, spray and care for the trees thereon and to harvest all fruit grown thereon.

In testimony whereof, The parties of the first part have hereunto set their hands and seals this 8th day of March, 1938.

Fred R. Frazer (Seal)  
Myrtle M. Frazer (Seal)

STATE OF WASHINGTON )  
County of Skamania ) ss.

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 8th day of March, 1938, personally appeared before me Fred R. Frazer and Myrtle M. Frazer, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial Seal Affixed)

Raymond C. Sly.  
Notary Public for Washington,  
residing at Stevenson therein.

Filed for record March 14, 1938 at 2:00 P.M. by Raymond C. Sly.

*Malcolm J. P. [Signature]*  
Skamania County Clerk-Auditor

#25402

Mt. St. Helens Cons. Min. Co. To Wayne W. Coe et al

This agreement, made this 24th day of January, 1936 between the Mt. St. Helens Consolidated Mining Company, a corporation organized and recorded in the State of Oregon, November 1902, and Wayne W. Coe, R. M. Tuttle and Amedee M. Smith parties of the second part.

Whereas, the express purpose of this document is to record the purpose and plan and to be evidence of an agreement whereby the party of the first part, for good and sufficient reason, and legitimate objective, creates a trust for the purpose of the perpetual and absolute control of certain property rights, herein described, for the benefit of the stockholders of record and creditors of the said Mt. St. Helens

Consolidated Mining Company, and their heirs and assigns.

Whereas, the duly elected officers of the Mt. St. Helens Consolidated Mining Company, having been regularly authorized by the stockholders at a special meeting regularly called and held April 29th 1935, do hereby nominate and appoint Wayne W. Coe, R. M. Tuttle and Amedee M. Smith, all of Portland, as a Board of Trustees, pursuant to a resolution passed at the said meeting.

Now therefore, it is agreed as follows: that the said parties of the second part are authorized and instructed to exercise complete control of the properties and assets, later to be described, of the party of the first part. They shall have the right to manage, operate, control, sell, mortgage, lease and pledge in any and every manner in their absolute, sole and uncontrolled discretion all property transferred to them, with all the powers and authority they would have if their title hereto were absolute and for their own use and benefit, except that they shall exercise said power and authority in their absolute discretion for the use and benefit of the said stockholders and their heirs, executors, administrators and assigns, and shall distribute the income from such property and the proceeds of the sale or other disposition thereof among such stockholders, their heirs, executors, administrators and assigns in accordance with their respective interests.

It is also agreed, that the decision and action of any two of the trustees shall be binding on the Board and on all other interested persons. The trustees are charged with the duty of faithfully executing this trust in accordance with their judgment and discretion and are to be a self perpetuating body. In the event of the disability or resignation of one or two of the trustees the remaining trustee or trustees is authorized and instructed to appoint another or others to complete a body of three trustees. Such appointee or appointees shall then have all the rights and authority of the original trustees. In the event of any contingency whereby all three of the said trustees are disabled, then the presiding judge of the Circuit Court of Multnomah County is authorized and instructed to appoint a new board of trustees.

The properties involved in this trust are a note and mortgage executed by the Portland, Oregon, Young Men's Christian Association in favor of the party of the first part in an amount of \$7,200.00 under date of August 1st., 1935 and certain mineral rights as set forth in a deed to the United States Government recorded August 15th, 1935 in Skamania County, State of Washington and a claim against the United States Government in an amount of \$6,675.00.

The control of these properties and all rights appertinent thereto shall be as from this 24th day of January, 1936.

It shall also be agreed that the parties of the second part shall have a first lien on the property of the trust for any necessary expenses incurred, including all costs incurred as trustees or individually in the event of litigation or otherwise, when such costs are approved by any court of record.

In witness whereof, the party of the first part has caused this instrument to be executed by its proper officers and its corporate seal attached, and the parties of the second part have hereunto set their hand and seal this 24th day of January, 1936.

Mt. St. Helens Consolidated Mining Co.  
R. M. Tuttle, President  
J. C. Hamilton, Secretary

(Corporate Seal Affixed)

Wayne W. Coe Trustee  
R. M. Tuttle Trustee  
Amedee M. Smith Trustee

STATE OF OREGON        )  
COUNTY OF MULTNOMAH    ) ss

On this 24th day of January 1936 appeared before me R. M. Tuttle and J. C. Hamilton both to me personally known, and being duly sworn, did say that he, the said R. M. Tuttle is the president, and that he, J. C. Hamilton is the secretary of the Mt. St. Helens Consolidated Mining Company, the within named Corporation and that the seal affixed to said instrument is the corporate seal of the said corporation and that the said instrument is the corporate seal of the said corporation and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said R. M. Tuttle and J. C. Hamilton acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 24th day of January 1936.

(Notarial Seal Affixed)

Elvina Hagna  
Notary Public for State of Ore.  
My Commission expires 5/14/37

STATE OF OREGON        )  
COUNTY OF MULTNOMAH    ) ss

On this 24th day of January 1936 appeared before me Wayne W. Coe, R. M. Tuttle and Amedee M. Smith to me known and being duly sworn declared that they executed the within instrument and acknowledged that they freely, voluntarily executed the same for the purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 24th day of January 1936.

(Notarial Seal Affixed)

Elvina Hagna  
Notary Public - State of Oregon.  
My Com. expires 5/14/37

Filed for record March 22, 1938 at 8:00 A.M. by Wayne W. Coe.

*Mabel J. Coe*  
Skamania County Clerk-Auditor

#25419

Lizzie G. Packard to Olaf C. Larsen

MORROW-PACKARD ORCHARDS  
Underwood, Washington

August 25th. 1919

AGREEMENT made in duplicate this 25th day of August 1919 between Lizzie G. Packard, party of the first part, and Olaf C. Larsen, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar and other valuable considerations, the party of the first part agrees to furnish to the party of the second part, water from the springs on her property, below described, sufficient for household use, so long as party of the second part owns and occupies the property on which he now resides.

It is further agreed and understood that the party of the second part shall at his own expense pipe and convey the water from the springs to his property.

It is the intent of this agreement to provide Olaf C. Larsen with water for household use so long as he shall require same for his personal use, but in event of his selling, or otherwise disposing of the property in question, the terms of this lease shall cease to exist.

It is further understood and agreed that in case the party of the first part should sell her property on which springs are located, the sale shall be made subject to the terms of this agreement.