

#25984

Fred R. Frazer et ux to J. W. Shipley et ux

Agreement

Whereas, Fred R. Frazer and Myrtle M. Frazer, husband and wife, have granted, or will grant, unto J. W. Shipley and Harry J. Card an easement for the purpose of establishing and maintaining a pipe line over and across the West Half of the Southeast Quarter of the Northwest Quarter of Section 21, Township North, Range 10, East of the Willamette Meridian, along the following described cent line of survey:

Beginning at Engineer's center line Station 35/64, which station is a point on the East line of the West Half of the Southeast Quarter of the Northwest Quarter of said Section, and 10 feet Southerly from the Northeast corner of the West Half of the Southeast Quarter of the Northwest Quarter of said Section 21, thence North 85° West 98 feet to Engineer's center line Station 36/62, thence South 10° West 130 feet to Engineer's center line Station 37/92, thence South 36° West 100 feet to Engineer's center line Station 38/92, thence South 58° West 100 feet to Engineer's center line Station 39/92, thence South 40° West 300 feet to Engineer's center line Station 42/92, thence South 35° West 100 feet to Engineer's center line Station 43/92, thence South 50° West 200 feet to Engineer's center line Station 45/92, thence South 65° West 117 feet to Engineer's center line Station 47/09, which station is a point on the North and South one-sixteenth line of the Northwest Quarter of Section 21, and is Southerly 813 feet from the Northwest corner of the West Half of the Southeast Quarter of the Northwest Quarter of said Section 21, Skamania County, Washington; and,

Whereas, the Federal Farm Mortgage Corporation, a corporation, is the owner and holder of a mortgage lien upon the premises above described and other lands as described in that certain mortgage dated February 1st, 1936, and recorded in Book T of Mortgages at page 575, records of Skamania County, Washington.

Now, Therefore, the Federal Farm Mortgage Corporation, a corporation, by its attorney-in-fact, The Federal Land Bank of Spokane, a corporation, hereby consents to the establishment and maintenance of said pipe line;

Provided, However, that said pipe line shall be buried at a depth of at least two feet beneath the surface of the ground and in such a manner as will permit ordinary farming operations thereover, and provided further that the grantees of said easement, or their successors or assigns, shall be liable to the undersigned, its successors and assigns, for any and all damage that may be done to the lands described in said mortgage by reason of any act on the part of said grantees or their successors or assigns inconsistent with a reasonable construction, operation, and maintenance of said pipe line.

This instrument shall not be construed as waiving or affecting the lien of said mortgage or any of the terms thereof except as particularly above stated.

Dated at Spokane, Washington, this 12th day of May, 1938.

Federal Farm Mortgage Corporation,
a corporation

By The Federal Land Bank of Spokane, a
corporation, its attorney-in-fact

By S. C. Fish, Vice-President

Attest: Clark C. Upton, Jr.
Assistant-Secretary

(Corporate seal affixed)

OK as to form MG

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

On this 12th day of May, 1938, before me, a Notary Public, personally appeared S. C. Fish, known to me to be Vice-President of The Federal Land Bank of Spokane, a corporation, the name of which is subscribed to the within instrument as the attorney-in-fact of the Federal Farm Mortgage Corporation, a corporation, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of The Federal Land Bank of Spokane, a corporation, and acknowledged to me that he subscribed thereto the name of the Federal Farm Mortgage Corporation, a corporation, as principal, and the name of The Federal Land Bank of Spokane, a corporation, as attorney-in-fact, and further acknowledged that said The Federal Land Bank of Spokane, a corporation, as

attorney-in-fact for the said Federal Farm Mortgage Corporation, a corporation, executed said instrument as the free and voluntary act and deed of said principal and attorney-in-fact for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

Mary C. Stark
Notary Public for the State of
Washington, residing at Spokane.
My commission expires January
10, 1941

Filed for record June 15, 1938 at 11-55 a.m. by Chas. C. Ott.

Mabel J. Ott
Skamania County Clerk-Auditor

#26109

Mt. Lodge # , I.O.O.F to Wind River Lbr. Assn.

KNOW ALL MEN BY THESE PRESENTS that Mountain Lodge No. 172, Independent Order of Odd Fellows of Stevenson, Washington, a corporation, party of the first part, for and in consideration of the rental of Five Hundred and 00/100 (\$500.00) Dollars, payable upon delivery of these presents, does hereby lease and let for the term of five (5) years from October 1, 1937, unto Wind River Lumber Association, party of the second part, the following described real property in Skamania County, Washington, to-wit:

Commencing at the intersection of the East line of Lot 12, Section 36, Township 3 North of Range 7 E. W.M. with the southerly line of the S P & S Railway right-of-way, thence following the southerly line of the S P & S Railway right-of-way in a westerly direction to a point which is 680 feet West of the East line of said Lot 12; thence South 7° East to the ordinary highwater mark of the Columbia River; thence easterly along the line of ordinary highwater of the Columbia River to a point due south of the place of beginning; thence North along the East line of Lot 12 to the place of beginning.

Reserving and excepting, however, an easement over and across the said property to be selected by the party of the first part in the westerly end thereof for access from the county road to other property owned by the party of the first part contiguous to the property above described. Said easement shall be of sufficient width for convenient use as a road and shall carry with it the right of access to and over any crossing from the property above described over the railroad right-of-way.

As a further consideration and rental the party of the second part promises and agrees to pay all taxes which may hereafter be levied against said real property before the same become delinquent.

It is understood and agreed that the party of the first part has granted to the United States of America an easement for flowage caused by the back water of the Bonneville Dam over and upon the premises above described and that this lease is given subject to all the terms and conditions thereof and to all the rights, privileges and easements granted thereby. The party of the second part promises and agrees to comply with all laws, rules and regulations now in force and effect or which may hereafter be in force and effect on the part of the United States Government or the administrator of the Bonneville Dam with reference to the area affected by such flowage.

The party of the first part in consideration of the rentals hereinabove specified does hereby grant unto the party of the second part, its successors and assigns, the right of re-new this lease from year to year over a period not exceeding fifteen (15) years in duration after the end of the term hereby provided. To exercise this option the party of the second part shall pay the rental in the sum of One Hundred and 00/100 (\$100.00) Dollars for the succeeding year in advance and no further notice shall be required. The said party of the second part shall, however, pay before delinquency all taxes or other assessments which may fall due during such year. In case the party of the second part shall fail to pay the rental in advance as aforesaid this lease shall thereby be automatically cancelled and the party of the second part, or its successors or assigns holding possession thereof shall be considered as tenants by sufferance and may be evicted at