

feet to the west line of Columbia Street; thence south along the west line of Columbia Street sixty (60) feet to the intersection of the west line of Columbia Street with the north line of U. S. Highway #830; thence west along the north line of US highway #830 a distance of ninety (90) feet to the point of beginning. Same being the southerly sixty (60) feet of Lots Sixteen (16) and Seventeen (17) Block eight (8), Riverview Addition to the City of Stevenson, Skamania County, Washington.

Together with all appurtenances thereto, and all right, title and interest of Lessor in and to any and all roads, streets and ways bounding said premises.

Said lease contains an option to Lessee to purchase said premises.

It is understood that the service station lease above referred to constitutes the complete agreement of lease between Lessor and Lessee.

In Witness Whereof, the Lessor and Lessee have hereunto subscribed their names the day and year first above written.

Witness: Donnie R. Thomas
Witness: (not legible) Hamar
Witness: _____

Frank Hunsaker
Frank Hunsaker
Mary F. Hunsaker
Mary F. Hunsaker
Lessor.

Attest: E. B. Liles
E. B. Liles (Corporate seal
Assistant Secretary affixed)

The Texas Company (Lessee)
By J. A. McNair
J. A. McNair,
Vice-President

STATE OF WASHINGTON)
) ss
COUNTY OF KICKITAT)

On this day personally appeared before me Frank Hunsaker and Mary F. Hunsaker, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 this 21 day of Feb., 1946.

(Notarial seal affixed)

Donnie R. Thomas
Notary Public in and for
the state of Washington, residing at
White Salmon.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 11th day of March, A. D. 1946, before me, L. J. Deffenbaugh a notary public in and for said county and state, personally appeared J. A. McNair, known to me to be the Vice President, and E. B. Liles, known to me to be the Asst. Secretary of The Texas Company the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

L. J. Deffenbaugh
Notary Public in and for said county
and state. My commission expires Feb. 17,
1951

Filed for record May 6, 1946 at 9-00 a.m. by Texas Company

Mable J. Case
Skamania County Auditor.

No. 35488 Right of Way Agreement between Eva King and Donald M. Goode and Jennie K. Goode

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS Eva King, hereinafter called the First Party, heretofore sold a certain tract of land to Doris Lindsay, which land is now owned by Donald M. Goode and Jennie K.

Goode (husband and wife), hereinafter called the Second Parties, in the County of Skamania, State of Washington, bounded and described as follows, to-wit:

Beginning at a point on the west boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, where said boundary line intersects with the center of the channel of Washougal River; thence in an easterly direction following the center of the said Washougal River to a point Eight Hundred (800) feet East of the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, which last mentioned point is the place of beginning of the tract herein described; thence North parallel with the West boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian 435 feet, more or less, to a point in the center of a private road running easterly and westerly as now staked out, and which said point is 800 feet east of the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian; running thence in an easterly direction along the center line of said private road to a point in the center of said private road 900 feet east of the west boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence South parallel with the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian 435 feet, more or less, to a point in the center of said Washougal River, and which said point is 900 feet East of the West boundary line of said Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence westerly following the center of the channel of said Washougal River 100 feet, more or less, to the point of beginning, all situated in the Southwest quarter of the Northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, and

WHEREAS the First Party now owns other lands along said Washougal River near the property above described now owned by the Second Parties, and

WHEREAS the First Party has heretofore filed an application for a permit for the use of certain waters from unnamed springs tributary of the Washougal River and which permit is No. 2758, approved July 24, 1939, and recorded in Book 12 of Permits on page 2758 of Records in the office of State Supervisor of Hydraulics, Olympia, Washington, and

WHEREAS the parties hereto have constructed a pipe line approximately 900 feet in length to the above described property of the Second Parties as well as to the property now owned by the First Party for the purpose of supplying water for the needs of the parties hereto and their successors in interest in said lands.

NOW THEREFORE in consideration of the mutual promises herein contained to be kept by the parties hereto, it is hereby understood and agreed as follows:

1. That each of the parties hereto does hereby grant to the other, without additional compensation or charges, a perpetual right of way for the construction and maintenance of said pipe line over, across and upon the said property above described belonging to each of the parties hereto, and each of the parties hereto, their servants or agents, shall have the right to go upon the said property of the other for the purpose of repairing and maintaining said water line, should repairs be necessary, with the condition, however, that the grounds and premises shall be left in as good and orderly condition as the same were in before said repairs were made. Provided, however, that each of the parties hereto shall have the first right to make such repairs upon their own property and should said repairs be so made in a proper manner so as to keep said pipe line in good repair, then the other party shall not make such repairs.

2. Neither of the parties hereto will grant any water rights nor permit any other person or persons to use said water on property other than that belonging to the parties hereto, without the written consent of the other party first had and obtained.

3. The said pipe line shall be constructed in such place or places as may be agreed upon by the parties hereto and the cost of constructing the same shall be born and paid for by the parties hereto in equal amounts. Should either of the parties hereto already have expended any sums in connection with

or pertaining to said pipe line and/or in the obtaining of said permit, the same shall be taken into consideration in ascertaining the total cost of said project.

4. The rights under this agreement shall run with said lands above described and mentioned now owned by the parties hereto and such other lands in said vicinity as may hereafter be acquired by the parties hereto, or either of them and may not be assigned by the parties hereto to others unless the same is transferred in connection with said lands, or any part thereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 30 day of September, 1945.

Eva M. King
First Party

Donald M. Goode

Jennie K. Goode
Second Parties

STATE OF OREGON)
County of Multnomah) s..

BE IT REMEMBERED, that on this 4 day of October, 1945, before me, the undersigned, a Notary Public in and for said County and State, personal appeared the within named Eva King, Donald M. Goode and Jennie K. Goode who are known to me to be the identical individuals described in and who executed the within instrument acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

W. G. Keller

Notary Public for Oregon
My Commission expires: June 29/46

(Notarial Seal affixed)

Filed for record this 18th day of May at 10-00 a.m., 1946, by Mrs. Goode.

Mable J. Rose
Skamania County Auditor

No. 35508 DuBois Matlack Lumber Co. to G. A. Bloomquist

AGREEMENT

DuBois Matlack Lumber Co. & G. A. Bloomquist - Timber Lands in Skamania County, Washington

AGREEMENT

In consideration of mutual covenants, it is hereby agreed by and between the DuBois Matlack Lumber Co., a Corporation, Vancouver, Washington, referred herein as owner and G. A. Bloomquist, Brush Prairie, Washington, referred herein as buyer, as follows;

1. In consideration of the sum of One Thousand six hundred and no/100 Dollars, (\$ 1,600.00), and other valuable consideration, the receipt whereof is hereby acknowledged as paid at the time of execution of this contract, the owner grants to the buyer the right to enter on the following described land and remove, in accordance with the terms of this contract all merchantable timber and wood logs of every kind and nature.
2. This contract may be assigned or sublet but any assignee of the buyer will be subject to the same terms and conditions as is the buyer and no assignment will relieve the buyer of his covenants contained herein.
3. The owner covenants and agrees that they are the owners of the timber described herein and that they have a right to dispose of same, and the owner warrants title to said timber.