

## Book 3 of Agreements &amp; Leases

#3-908

F. L. Lee to Archie Ray Rose

## RELEASE OF PROPERTY ON CONDITIONAL SALE

For and in consideration of the sum of \$1.00 to me in hand paid in full settlement of the terms and conditions of that certain contract for the sale of the personal property herein described, to-wit: 2 Service Station Pumps Serial Nos. 200750-203243; 2- 550 Gallon underground storage tanks; 1 - Air Compressor Model W-3108-H Serial No. MC-71025; 1 - Hoist PC 1888; 4- 30 Gallon Hi-boys; 1- Truck tank

entered into between F. L. Lee and Archie Ray Rose Dated June 1, 1948, and recorded in the Auditor's office of Skamania County, Washington, July 12th, 1948, do hereby release, grant, bargain, sell and convey unto said Archie Ray Rose all my right, title and interest in and to all of said property described in said contract, and I do hereby acknowledge full payment and satisfaction of the purchase price, and all other conditions therein named.

Dated this 12 day of February, 1949.

WITNESSES:

F. L. Lee

Julia Lee

Filed for record February 14, 1949 at 9-05 a.m. by Julia Lee.

*John C. Clack*  
Skamania County Auditor

#38973

Eva M. King et al to Carlisle Gilstrap

THIS AGREEMENT made this 30th day of July, 1948, between EYA M. KING, a femme sole, DONALD M. GOODE and JENNIE K. GOODE, husband and wife, hereinafter called Parties of the First Part, and CARLIE GILSTRAP, a single woman, Party of the Second Part.

WHEREAS, Eva M. King, one of the Parties of the First Part, filed an application and obtained a permit to use certain water from an unnamed spring tributary to the Washougal River, which permit is No. 2758, approved July 24th, 1937, and recorded in book 12 of Permits on page 2758 in the Office of the State Superintendent of Hydraulics at Olympia, Washington, and

WHEREAS, a pipe line has been heretofore constructed by the Parties of the First Part leading from the said spring to their respective cottages on the North side of the Washougal river so as to furnish each of them, as well as Charles V. Fletcher and wife (who own a lot between the lots of the said King and Goodes), for domestic purposes, a 1/2" lead therefrom, and

WHEREAS, the Party of the Second Part has acquired title to and is in possession of two lots situate upon the North side of the Washougal River by deeds recorded in the office of the County Auditor of the Skamania County, Washington, and recorded in book of Deeds No. 32 at pages 13 and 18 respectively, and

WHEREAS, the Parties hereto have entered into an agreement whereby Parties of the First Part grant unto the Party of the Second Part, her executors, administrators, heirs and assigns, the perpetual use of water from said pipe line and spring under the following conditions, to-wit:

1- Party of the Second Part agrees to construct upon her own premises adjoining the Donald M. Goode and Jennie K. Goode lot suitable retaining water tank of sufficient capacity to insure the said Donald M. Goode and Jennie K. Goode of a 1/2" water lead therefrom and a 11' amount for each of the two lots of the Party of the Second Part.

2 - That the Party of the Second Part shall stand the expense of the construction, maintenance and repair of said tank, and pipe line from the present line thereto, and that portion of the pipe line therefrom up to the cottage of the said Donald M. Goode and Jennie

K. Goode and those of the Party of the Second Part, and her proportionate share of necessary replacements, repairs and maintenance of the present main line from the spring.

3 - In consideration of the right for the use of the water from said spring carried in said 1/2" lead from said retaining tank, as aforesaid, to both of the said lots of the Party of the Second Part, the Party of the Second Part has paid unto Eva M. King the sum of \$100.00 receipt whereof is hereby acknowledged, and unto Donald M. Goode and Jennie K. Goode the sum of \$100.00, receipt whereof is hereby acknowledged.

4 - The Parties hereto grant to each other the necessary easements across their respective properties for the purpose of maintaining the said pipe line and tank in repair and operation.

5 - The said Donald M. Goode and Jennie K. Goode shall have the use of any overflow from the tank erected by the Party of the Second Part.

6 - It is understood and agreed that in the event the Parties of the First Part shall hereafter grant further water rights from the said spring and it becomes desirable to carry the water therefrom across the premises of the Party of the Second Part, she hereby grants the necessary easement so to do, the pipes to be buried and shall not be within 75 feet of the cottages on said premises.

These covenants are to hold over with the land and shall be binding upon all parties and persons claiming under them.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first hereinabove set forth.

Eva M. King

Jennie K. Goode

Donald M. Goode

PARTIES OF THE FIRST PART

Carlie Gilstrap

PARTY OF THE SECOND PART

STATE OF OREGON )  
County of Multnomah ) ss.

BE IT REMEMBERED that on this 28 day of August, 1948, before me, a Notary Public in and for said County and State, personally appeared the within named 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 and 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.

(Notarial seal affixed)

Ruth Zoelch

NOTARY PUBLIC FOR OREGON

My commission expires NOTARY PUBLIC FOR  
OREGON My Commission expires Mar. 13, 1949

STATE OF OREGON )  
County of Multnomah ) ss.

BE IT REMEMBERED that on this 31 day of August, 1948, before me, a Notary Public in and for said County and State, personally appeared the within named EVA KING, a femme sole, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

(Notarial seal affixed)

Edward P. Harvey

NOTARY PUBLIC FOR OREGON

My commission expires May 4, 1952

STATE OF OREGON }  
County of Multnomah } ss.

BE IT REMEMBERED that on this 6 day of November, 1948, before me, a Notary Public in and for said County and State, personally appeared the within CARLIE GILSTRAP, a single woman, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

(Notarial seal affixed)

Harry E. Greison  
NOTARY PUBLIC FOR OREGON  
My Commission expires  
NOTARY PUBLIC FOR OREGON  
My Commission expires June 30, 1950.

Filed for record March 12, 1949 at 10-43 A.M. by Carlisle Gilstrap.

*John C. Wachter*

Skamania County Auditor

#39090

Ida F. Smith et vir to John C. Wachter et al

KNOW ALL MEN BY THESE PRESENTS THAT Ida F. Smith and Hugh B. Smith, wife and husband, Lessors, in consideration of the rentals to be paid as hereinafter provided do hereby LEASE and LET unto John C. Wachter and Carl Krohn, Lessees, the following described real property, right, privileges, and easements in Skamania County, Washington, to-wit: The right to use as the lessees may find necessary and/or convenient a sufficient part of that real property now owned by the Lessors situated in the Baughman Donation Land Claim in Section 1, Twp. 2 N. R. 7 E. W. M. for the purpose of dumping, storing, and impounding logs in the back waters from the Columbia River together with the right to go upon said real property for the purpose of piling, dumping, and storing logs thereon and for the removal thereof including road right of way and the right to construct and use such road or roads as may be necessary for the purpose aforesaid. Also the right of ingress and egress to and from the said storage and dump basin over and across said property to Rock Creek and the Columbia River as may be necessary or convenient for the log storage operation of the Lessees, their heirs and assigns.

The log storage basin shall be situated upon the westerly part of the property aforesaid near the present state highway and to the west of that tract of land conveyed by the Lessors to J. J. Houser as described in deed recorded at page 482, Volume "29" of Deeds, records of Skamania County, Washington, and the rights, privileges, and easements hereby granted shall be subject to the terms and conditions of the said deed to J. J. Houser. It is further understood and agreed that the Lessees shall have the right to dredge such channels and make such excavation and to remove such obstructions as may be necessary and/or convenient for the storage and removal of logs and timber products.

The property owned by the Lessors is described in deed to the United States of America for flowage easement recorded at page 135, Volume "Z" of Deeds, but that the rights, privileges and easements hereby granted are upon and relate to the property now owned by the Lessors and subject to conveyances, contracts, easements and privileges conveyed by the Lessors subsequent to the date of the deed to the United States of America aforesaid.

The term of this lease is five years from the first day of April, 1948. The Lessees promise and agree to pay as rental for the rights, privileges, and easements the sum of \$100.00 per year payable in advance and receipt of the sum of \$100.00 for the year ending April 1, 1949, is hereby acknowledged.

The Lessees shall have the right to renew this lease for an additional term of five