

Book 3 of Agreements & Leases

AND IT IS HEREBY AGREED, That if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and remove all persons therefrom; and the said lessee hereby promises and agrees to pay the said rent in the manner herein specified; and not to lease or sub-lease the whole or any part of the said premises nor assign this lease, or any interest therein, without the written consent of the lessor.

And it is further hereby agreed that the lessees may at their option improve said premises at their own expense at a cost not exceeding \$1,000.00 by adding a false front on Second street and also on Seymour Street, provided that the lessees protect and save the lessors harmless from all expense, liability and labor and material liens and any and all claims against said premises.

And it is hereby further agreed that all of the lessees covenants and conditions contained in this lease applicable to the leased premises shall continue to be applicable to the same as altered and shall apply to all additions made thereto, and that no further alterations or additions shall be made by the lessees without the written consent of the lessors.

And at the expiration of term of this lease, the lessee will quit and surrender the premises in their present condition, ordinary wear and damage by the elements or fire excepted.

In Witness Whereof, The parties hereto have signed and sealed this lease the day and year first above written.

Witness to mark of
Katherine G. Melonas.
H. G. Bradley

Gust. J. Melonas (Seal)
Katherine G. Melonas X her mark. (Seal)
Joe L. Lee (Seal)
Helen E. Lee (Seal)

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 15th day of May, 1950 personally appeared before me Gust J. Melonas and Katherine G. Melonas, husband and wife, and Joe L. Lee and Helen E. Lee, husband and wife, to me known to be the individuals described in and who executed the 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 the day and year last above written.
(Notarial seal affixed)

H. G. Bradley
Notary Public in and for the State of Washington,
residing at Stevenson, Washington.

Filed for record June 26, 1950 at 2-17 p.m. by Helen E. Lee.

John C. Wachter
Skamania County Auditor

#40963 Mary Jessup et al to U.S.A. Acting through Fish and Wildlife Service.

THIS AGREEMENT, made and entered into by and between Mary Jessup, a single person, surviving widow of John M. Jessup, and hereinafter designated the Grantor, and Patrick C. Hogan and Mildred L. Hogan, husband and wife, and Nina Mae Grasseth, a single person, surviving widow of Kenneth M. Grasseth, a partnership d.b.a. under the name and style of Hogan and Grasseth, hereinafter termed the Lessee, and the United States of America, Fish and Wildlife Service, acting by and through its duly authorized undersigned official, herei after termed the Grantee, witnesseth:

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WHEREAS, the Grantor is the fee simple owner of the following described premises in the County of Skamania, State of Washington, to-wit:

Lots 4, 5, and 6 and the $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 26, Township 3 North, Range 9 East of the Willamette Meridian.

WHEREAS, the Lessee has heretofore been granted certain leasehold use rights in the above described real property, as set forth in those certain agreements dated March 1, 1947 and March 1, 1948, entered of record in Book 3 of Agreements and Leases at pages 493 and 526, respectively, in the Office of the County Auditor for Skamania County, Washington.

WHEREAS, the Grantee is in need of and desires to obtain a right-of-way for road purposes on, over and across certain portions of the hereinabove described lands of the Grantor, thus to make available a permanent means and route of ingress and egress to and from the Little White Salmon U. S. Fish Cultural Station near Cook, Washington;

NOW, THEREFORE, the above herein-designated parties, in consideration of the promises, covenants, payments and conditions hereof on the part of each party to be kept, performed, paid and observed, agree as follows:

1. Subject to the conditions and limitations in Paragraph 4 hereof, the Grantor, in consideration of the sum of \$1500.00, to be paid as hereinafter set forth, does hereby grant, remise, release, and forever quitclaim unto the Grantee, its successors and assigns, a perpetual easement and right-of-way for the purposes hereinafter stated over and through, under and along, and across the hereinabove described real property, the course and extent of said right-of-way being more particularly delineated and described on attached sheet marked "Description" and by reference made a part hereof. Said easement and right-of-way to include the right to enter upon the above described property to construct, reconstruct, maintain, repair, and use at all times an access road to the Little White Salmon U. S. Fish Cultural Station, together with any reasonable reconstruction thereof, and to trim, cut, fell and remove all trees, brush and other natural growth and rock or dirt obstructions as are necessary to provide adequate clearance and to eliminate interference with or hazards to the roadway to be placed on or over said land on the course above herein delineated; the Grantor conveys to the Grantee, its contractors, or agents, the right to appropriate from the above lands such rock, earth or gravel as may be desired or necessary for the construction or repair of said roadway and necessary bank protection appurtenant thereto. The consideration herein flowing to the Grantor is accepted as full compensation for all damages which may arise incidental to the exercise of the rights hereinabove granted, except for damages caused by the negligence by grantee or its contractors.

2. The Lessee, in consideration of the benefits to result to Lessee by the exercise of Grantee's rights hereunder, hereby transfers, assigns and sets over unto the Grantee such of the rights of the Lessee as set out and described in the aforesaid instruments of record in the Office of the County Auditor in Book 3 of Agreements and Leases at Pages 493 and 526, respectively, as necessary to enable the Grantee to utilize and enjoy the right and easement granted by the Grantor to the Grantee in Paragraph 1 above herein, subject to the provisions hereinafter set forth.

3. The Grantee agrees to pay unto the Grantor, within a reasonable time after the execution of this instrument by and on behalf of the United States the sum of \$1500.00 in full of all rights, privileges and uses whatsoever herein granted to the Grantee.

4. The Grantee's rights, use and enjoyment of the right-of-way and appurtenances thereof hereinabove granted by Grantor and Lessee shall be conditioned upon and subject to the following provisions:

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(a) The Grantee shall provide a reasonably efficient and usable connecting way between the access road to be constructed on the right-of-way herein conveyed to the Grantee and any presently-existing and intersecting "Old Indian Roads" and logging road approach on the Grantor's premises, said logging road approach to enter at present existing grade.

(b) The privileges hereingranted to the Grantee shall be subject to that certain electrical line easement heretofore granted by the Grantor to the Northwestern Electric Company, now of record in Book W, Page 426, Deed Records of Skamania County, Washington.

(c) The Grantee acknowledges and agrees that the Grantor shall have the right to the continued use of the shore line of her property abutting on Drano Lake and Little White Salmon River for any purpose that the Grantor may desire, including log booming and rafting, to the extent that such activities of the Grantor do not unreasonably interfere with the use of the road to be constructed by the Grantee on said right-of-way.

(d) The Grantee hereby agrees to and shall have the right to construct a barbed-wire livestock fence on the uphill side of the right-of-way herein granted at such points and to such extent as necessary to preclude the entry upon said roadway of the Grantor's livestock.

(e) The Grantee shall have the right to construct and maintain the said entry road into the Little White Salmon Fish Cultural Station on the aforesaid right-of-way course in such manner and according to such specifications as to the Grantee may seem necessary and proper, provided that the Grantee agrees to construct said roadway of double-lane dimensions from the presently-existing log dump of the Lessee to the intersection of said right-of-way with U. S. -Washington Highway No. 830, a distance of approximately 1000 feet, rearrangement of Lessee's log dumping facilities to be made by Grantee subject to Lessee's approval.

(f) The Grantee agrees to maintain a warning sign at the intersection of said roadway with said highway notifying all persons that the use of the road to said hatchery shall be at the individual risk of the user, giving log trucks right-of-way.

(g) The Grantor reserves the right to all salvageable materials from the presently-existing gravel bunker located on said right-of-way, including crushed gravel, lumber and timber.

5. IT IS FURTHER UNDERSTOOD AND AGREED by the Grantor and Grantee that the aforesaid payment to be made by the Grantee to the Grantor is and will be accepted by Grantor in full payment of all claims, demands, amounts due or claimed to be due or owing from Grantee to Grantor in connection with the use by Grantee, its agents and contractors, in the past, present and during period water level road is under construction but in no event beyond December 31, 1950, of that certain long-existing entrance roadway to the Little White Salmon U. S. Fish Cultural Station in Lot 4 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, and the Grantor covenants and agrees that all controversies and claims concerning the right of the Fish and Wildlife Service to use said road are hereby settled, acquitted, compromised, and quitclaimed on the part of the Grantor now, henceforth, and forever.

6. The Grantor hereby covenants that she has a fee simple title to the first hereinabove described lands and has good legal right to convey the rights hereingranted to the Grantee.

7. This agreement shall be and remain in force and binding upon the heirs, executors, administrators, assigns and successors of all parties hereto whatsoever.

8. No member of or delegate to Congress, or Resident Commissioner, shall be admitted

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to any share in this contract or to any benefit to arise therefrom unless it be made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates appearing opposite thereof in each instance, and the latest of such dates shall be considered the date of this instrument.

February 28, 1950

Patrick C. Hogan

February 28, 1950

Nina Mae Grasseth

March 1st, 1950

Mildred L. Hogan

March 1st, 1950

Mary Jessup

The Secretary of the Interior, acting by and through his agent, the Director of the Fish and Wildlife Service, has executed this agreement on behalf of the United States of America, on this 6th day of June 1950.

The United States of America,

OSCAR L. CHAPMAN
Secretary of the Interior.

By O. H. Johnson
Acting Director, Fish and Wildlife Service.

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF WASHINGTON)
COUNTY OF KLIKITAT) ss.

Be it remembered that on March 1st, 1950, before the subscriber, a Notary Public in and for the County of Klickitat, State of Washington appeared Mildred L. Hogan, wife of Patrick C. Hogan and Mary Jessup, widow (Indicate husbands and wives, single persons, etc.) described in and who executed the hereto annexed instrument of writing, dated March 1st, 1950, and acknowledged that they executed the said instrument freely and voluntarily for the uses and purposes therein stated; and I further certify that the said persons are known to me to be the persons described in and who executed the said instrument.

Given under my hand and official seal.

(Notarial seal affixed)

Donnie R. Thomas
Notary Public
(Official Title)
My commission expires Aug. 21, 1951.

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss.

Be it remembered that on February 28, 1950 (Month, day and year), before the subscriber, a Notary Public in and for the County of Cowlitz, State of Washington, appeared Patrick C. Hogan, a married man and Nina Mae Grasseth, a single woman (Indicate husbands and wives, single persons, etc.) described in and who executed the hereto annexed instrument of writing, dated February 28, 1950, and acknowledged that they executed the said instrument freely and voluntarily for the uses and purposes therein stated; and I further certify that the said persons are known to me to be the persons described in and who executed the said instrument.

Given under my hand and official seal.

(Notarial seal affixed)

Agatha Rizer
Notary Public
(Official Title)
My commission expires _____

ACKNOWLEDGMENT

District of Columbia)
City of Washington) ss

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On this 6th day of June, 1950, before me, John R. Gardner, a Notary Public, in and for said District and City, personally appeared O. H. Johnson, Acting Director, Fish and Wildlife Service, Department of the Interior, known to me to be the person who is described in and who executed the within and foregoing instrument and acknowledged that he executed the same on behalf of the United States of America.

(Notarial seal affixed)

John R. Gardner
Notary Public, D. C.
My Commission expires Jan. 31, 1953.

DESCRIPTION

Being a strip of land one hundred (100) feet wide extending twenty-five (25) feet to the left and seventy-five (75) feet to the right of the following-described line:

BEGINNING at a point in the west one-sixteenth (1/16) line of section twenty-six (26), T. 3 N., R. 9 E., Willamette Meridian, said point being N. 0°16' W., 0.947 chain from the center west sixteenth (1/16) corner of said section; thence S. 48°19' W., 1.649 chains; S. 76°28' W., 1.856 chains; N. 79°44' W., 1.385 chains; S. 47°17' W., 2.736 chains; S. 43°35' W., 2.891 chains; S. 0°36' E., 4.69 chains; S. 40°28' E., 1.930 chains; S. 70°37' E., 2.327 chains; S. 65°04' E., 0.403 chain; S. 23°38' E., 2.730 chains; N. 86°39' E., 1.199 chains; S. 52°35' E., 5.22 chains; S. 17°33' E., 8.05 chains; S. 12°20' E., 2.675 chains; S. 48°38' E., 3.95 chains; S. 41°59' W., 3.42 chains; S. 66°47' W., 1.299 chains; S. 85°56' W., 2.494 chains; S. 71°13' W., 1.282 chains to a point at the end of said line, said point being N. 73°43' E., 20.47 chains from the southwest corner of aforesaid section twenty-six (26); containing 10.48 acres, more or less; and together with:

A strip of land one hundred (100) feet wide lying fifty (50) feet on each side of the following-described center line:

BEGINNING at a point from which the southwest corner of the said section twenty-six (26) bears S. 73°43' W., 20.47 chains; thence S. 66°09' W., 1.464 chains; S. 81°35' W., 4.57 chains; S. 86°55' W., 2.590 chains; N. 81°32' W., 2.398 chains; S. 82°19' W., 1.905 chains; S. 10°52' W., 2.843 chains; S. 41°33' W., 1.759 chains to a point at the end of said center line, in the north right of way line of highway U.S. 830, said point being N. 86°27' E., 5.25 chains from the southwest corner of the aforesaid section; containing 2.66 acres, more or less; except

That part of the first above-described parcel of land being a part of Government Lot three (3), Section twenty-six (26), T. 3 N., R. 9 E., Willamette Meridian, bounded and described as follows:

BEGINNING at a point in the west one-sixteenth (1/16) line of said section twenty-six (26), said point being in the left or easterly boundary of the said first above-described parcel, and S. 0°16' E., 15.12 chains from the center west sixteenth (1/16) corner of the aforesaid section; thence with the left boundary of said first above-described parcel, S. 52°35' E., 1.024 chains to a point; thence S. 50°00' W., 1.260 chains; N. 0°16' W., 1.554 chains to the Place of BEGINNING; containing 0.08 acre more or less.

The above-described two (2) parcels of land contain in the aggregate 13.14 acres, minus 0.08 acre, contained in the above exception, leaving a net of 13.06 acres, be the same more or less.

Filed for record June 27, 1950 at 1-30 p.m. by R. J. Salvesen.

John C. Wachter
Skamania County Auditor.

#41261

Rudolph Hegewald et ux to Hegewald Lumber & Logging Co., Inc.

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Hegewald Lumber and Logging Company, Inc., a Washington corporation, that certain lease entered into on the first day of March, 1941, wherein Gust J. Melonas and Catherine Melonas, husband and wife, and Steve Melonas and Mary Melonas, husband and wife, are Lessors, and the undersigned, Rudolph Hegewald, is lessee, covering certain property in Skamania County, Washington, being a parcel of land lying Northerly of State Road #8, to which reference is hereby made for a description of the property involved.

The undersigned covenant and agree that they have not done anything to violate the terms of said lease and that the same is still in full force and effect.

The undersigned also hereby assign and transfer to Hegewald Lumber and Logging Company, Inc. that certain lease issued by the County Commissioner of Skamania County, Washington,