

Dated the day of , 19

Made by KWR

(Vendee) W. A. Arnold

Checked by DN

By Jesse Benson

Approved by Pot

(Vendor) SHILL COMPANY OF CALIFORNIA.

By DE Ferber
Divisional Manager.

Filed and recorded Mar. 6, 1928 at 11 o'clock A.M.

H. C. E. Humer
Auditor.

14699

J. B. Harrauff, et ux to O. B. Conrad

KNOW ALL MEN BY THESE PRESENTS, That J. B. Harrauff and Julia Harrauff, husband and wife, parties of the first part for and in consideration of the rentals as herein-after provided do hereby LEASE and LET unto O. B. Conrad, party of the second part for the terms of eight (8) years from the 1st day of January, 1928 the following described real property in Skamania County, Washington, to-wit:

Parcel No. 1--A tract of land described by metes and bounds as follows: Beginning at a point 733 ft. west of the SE corner of the southwest quarter of the southeast quarter of section 27 in township 3 North of Range Nine E.W.M.; thence N. 86 feet to the north line of State Road Route No. 8, thence south 88 degrees 44' west 50 feet along said State Road Route #8 to a point of beginning for the land herein described; thence south 88 degrees 44' along said Road Route #8 300 feet; thence north 1 degree 16' west 25 feet; thence in a northeasterly direction along Oak Hill road 316 feet, more or less, to a point 125 feet north 1 degree 16' west of the point of beginning, being a tract of land containing 6 lots, number 1 to 6, inclusive, each lot containing 33 x 125 feet together with one fraction of a lot being 6/10 of one of the 33/125 lots,

Parcel No. 2--A tract of land described by metes and bounds as follows, beginning at a point 733 feet west of SE corner of the SW quarter of the SE 1/4 of Sec. 27, Twp 3 North of range 9 East of W.M. thence N. 85 feet to the north line of State Road Route No. 8, thence south 88 degrees 44' West 17 ft. thence 1 degree 16' West 125 feet, thence north 88 degrees 44' east 132 feet, thence south 1 degree 16' east 125 feet to north line of said State Road Route No. 8, thence south 88 degree 44' West along said State Road Route No. 8 115 feet to place of beginning.

As for rental of said property the party of the second part promises to pay before delinquency all taxes levied against said property during the terms aforesaid, including the taxes for 1927 payable on or before June 1, 1928.

The said party of the second part further promises and agrees that he will punctually pay all taxes before delinquency and that at the end of said term will quit and surrender said premises; and in case of failure to pay the taxes at or before delinquency the parties of the first part may terminate this lease, and immediately thereafter take possession of said premises and evict therefrom the said party of the second part or any persons holding under him and in case of such termination of this lease the party of the second part promises and agrees to quit and surrender said premises to the parties of the first part.

In Testimony Whereof the parties have executed these presents in duplicate this 20th day of February, 1928.

J. B. Harrauff (SEAL)

Julia Harrauff (SEAL)

STATE OF WASHINGTON)

COUNTY OF SKAMANIA) ss

I, Laura J. Wallace, a Notary Public in and for said State, do hereby certify that on this 23rd day of February, 1928, personally appeared before me J. B. Harrauff and Julia Harrauff to me known to be the individuals described in and who executed the within 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.

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

(Notarial Seal)

Laura J. Wallace
Notary Public in and for the
state of Washington residing at Cook in
said County.

Filed by O. B. Conrad of Cook, Wn. at 9:35 A. M. Mar. 10, 1928.

W. C. Potts
Auditor.

14713

Memorandum Agreement between S.P. & S. Ry. Co., and State of Washington

MEMORANDUM AGREEMENT

Entered into between the Spokane, Portland & Seattle Railway Company, a corporation, for itself, its successors and assigns, and hereinafter referred to also and included within in the term "S. P. & S. Ry.", on the one part, and the State of Washington in like capacity and hereinafter also referred to as the "State", on the other part:

1. Centerline of S.P. & S. Ry. is parallel and 61.0 feet southeasterly from the centerline of State Road No. 8, being constructed by the state.

2. Centerline of Pier No. 1 is at the state's highway station 313 plus 45.0, S. P. & S. Ry. engineering station not known; southerly end of said Pier No. 1 encroaches 1.5 feet into the right of way of the S. P. & S. Ry. plans.

3. Centerline of Pier No. 2 is at state's highway station 315 plus 26.25, S. P. & S. Ry. engineering station unknown; southerly end of said Pier No. 2 encroaches 2.0 feet into the right of way of the S. P. & S. Ry. plans.

4. At approximately state's highway station 315 plus 90, which is 30 feet in front or westerly from above described Pier No. 2, the S. P. & S. Ry. has constructed and maintains a retaining wall, the purpose of which is to hold back or retain the slopes of its bridge and embankment. This retaining wall extends on to the right of way now owned by the state and when the state's highway bridge is completed such retaining wall will project underneath the same in position approximately at right angles to the direction of the center line of said bridge.

5. At approximately state's highway station 313 plus 75, which is 30 feet in front or easterly from above described Pier No. 1, the S. P. & S. Ry. has constructed and maintains a retaining wall the purpose of which is to hold back or maintain the slopes of its bridge or embankment. This retaining wall extends on to the right of way now owned by the state and when the state's highway bridge is completed such wall will project underneath the same and be approximately at right angles to the direction of the centerline of said bridge.

6. Above described bridge piers and S. P. & S. Ry. retaining walls are shown on blue print sketch attached to this agreement marked Exhibit "A", now referred to and by reference incorporated herein and made part hereof.

7. It is intended by the parties hereto that encroachments above referred to shall be reciprocal as to each of the parties hereto and that in consideration thereof each party hereby agrees to protect the rights of the other and at all times permit the owner of whatever structure is involved to enter upon the right of way where the same is situated for the purpose of reconstructing or repairing said structures. In construction of the aforesaid Piers No. 1 and No. 2 and also in construction of Bent #1 and Bent #2 shown on the attached blue print marked Exhibit "A", it will be necessary for the state to cut into the slope of the S. P. & S. Ry. embankments to install cofferdams and the necessary masonry involved. The S. P. & S. Ry. agrees this may be done by the state and the state agrees to save harmless the tract and structure of said S. P. & S. Ry. over which said S. P. & S. Ry. operates trains in the ordinary course of its business as a common carrier.

8. When piers and bents above referred to have been completed and encroachments have been removed, the state is to reestablish the S. P. & S. Ry. slopes of embankment which it is understood will extend by and around the state's piers and bents.

Executed in duplicate form, one copy for the S. P. & S. Ry. and one copy for the state this 9th day of February, A. D. 1928.

SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY,

By W. F. Turner

Is President.

STATE OF WASHINGTON,

By A. H. Hartley

W. G. Potts

MEMBERS OF THE STATE HIGHWAY COMMITTEE.

Approved:
For STATE OF WASHINGTON
Samuel J. Pines
STATE HIGHWAY ENGINEER

Filed by STATE OF WASHINGTON at 11:40 A.M. Mar. 17, 1928.

W. C. Potts
Auditor.