

NO. 280 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JAN 3 1952 AMOUNT Exempt COUNTY TREASURER BY Mabel J Jeter

Filed for record January 3, 1952 at 2-51 p. m. by R. J. Salvesen

*John C. Masterson*  
Skamania County Auditor

#43427

E. Preston Ash et ux to Carl Krohn

OPTION TO LEASE REAL PROPERTY

THIS OPTION AND AGREEMENT made and entered into this 9th day of January, 1952, by and between E. Preston Ash and Gertrude Ash, husband and wife, hereinafter called the Optionor, and Carl Krohn, hereinafter called the Optionee, WITNESSETH:

For and in consideration of the sum of Ten Dollars in hand paid the Optionor hereby grants and gives to the Optionee the right and privilege to lease the following described real property located in Skamania County, State of Washington, to-wit:

Beginning at a point 116 feet southerly from the northwesterly corner on the westerly line of the Bradford D.L.C. in Section 11, Township 2 North, Range 7 E.W.M., said point being at the intersection of the westerly line of said Bradford D.L.C. and the south boundary line of State Highway No. 8 (as the same was established on the 19th day of January, 1915, said highway now being a county road) running southeasterly on the westerly line of Bradford D.L.C. 350 feet; thence south 71° east 554 feet; thence south 80° 30' east 279 feet; thence north 84° 30' east 300 feet; thence south 64° 22' east 300 feet; thence south 67° 40' east 322 feet; thence south 36° 28' east 100 feet; thence south 31° east 340 feet; thence south 40° 38' east 260 feet; thence south 76° 30' east 184 feet; thence north 42° east 600 feet; thence north 75° east 180 feet to the west line of the S.P.&S. right of way; thence northerly along the westerly line of the S. P. & S. right of way to intersection with the northerly line of the Bradford D.L.C.; thence in a northwesterly direction along the said northerly line of said Bradford D.L.C. to intersection with the east side of State Highway No. 8; thence following the easterly line of said State Highway in a southwesterly direction to the point of beginning.

RESERVING to the Optionor, however, the merchantable timber thereon and the right to sell and remove the same.

For the period of fifty years for the monthly rental of \$150.00, payable in advance on the 1st day of each and every month following that in which this option may be exercised; the Optionee to assume and pay for all unpaid taxes now or hereafter levied upon the said real property; in the event that this option be exercised; the Optionee, further, to have the right and privilege of erecting structures for dumping, rafting, and sawmilling operations on the said real property; PROVIDED that this option shall be exercised, if at all, on or before the 30th day of June, 1952, and on the failure of the Optionee to exercise this option on or before the 30th day of June, 1952, this option shall cease and determine and be null and void.

If the said option be exercised by the said Optionee, the Optionor covenants and agrees to make, execute and deliver to the Optionee a written lease for the aforesaid term and on the aforesaid conditions.

E. Preston Ash (SEAL)

Gertrude Ash (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 9th day of January, 1952, personally appeared before me E. Preston Ash and Gertrude Ash 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.

Robert J. Salvesen  
Notary Public in and for the  
State of Washington.

## Book 4 Agreements and Leases

(Notarial Seal affixed)

Residing at Stevenson, therein.

Filed for record January 14, 1952 at 3-25 p.m. by R. J. Salvesen.

*John C. MacLester*  
Skamania County Auditor

#43468

Everett G. Garber to Julia Garber

## AGREEMENT

I, EVERETT G. GARBER, a single man, hereby transfer, assign, sell and set over all my right, title and interest unto JULIA GARBER, my former wife, all that property known as the "J & C FOOD LOCKERS AND FROZEN FOOD LOCKERS", including all equipment and personal property thereof and used in them and all real property.

Possession of said property to be given to JULIA GARBER on the 10th day of December, 1951.

Everett G. Garber

STATE OF WASHINGTON )  
County of Skamania ) ss.

BE IT REMEMBERED, that on this 10th day of December, 1951, before me, a Notary Public in and for said County and State, personally appeared the within named EVERETT G. GARBER, a single man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

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

Notary Public for Washington  
My Commission expires, Sept 5, 1954

J C Fuller

(Notarial Seal affixed)

Filed for record January 25, 1952 at 2-05 p. m. by John H. Liggett.

*John C. MacLester*  
Skamania County Auditor

#43469

Julia Garber to John H. Liggett, et ux

THIS AGREEMENT made and entered into this 15th day of January, 1952, by and between Julia Garber, a single woman, owner of the contract hereinafter referred to, party of the first part, and John H. Liggett and Jessie M. Liggett, husband and wife, parties of the second part, WITNESSETH:

WHEREAS, the party of the first part and her then husband, Everett Garber, entered into a contract of purchase dated the 19th day of March, 1951, covering certain property more particularly described in said contract by metes and bounds but known as Lot 12, Block 7 of unrecorded plat of North Bonneville, Skamania County, Washington, and certain furniture, fixtures and equipment specifically described in said contract, which said contract is attached hereto and by reference made a part hereof, and

WHEREAS, the party of the first part has seceded to all the rights, title and interest of the said Everett Garber in and to the said property but is unable to continue the payments therein specified and is now in default in the performance of the terms of the said contract and desires to cancel and rescind the same, and

WHEREAS, the parties of the second part desire to reimburse the party of the first part to an equitable degree for a portion of the consideration heretofore paid.

NOW THEREFORE, in consideration of the sum of Fifteen Hundred and no/100 (\$1500.00) Dollars to be paid as hereinafter provided, the party of the first part does hereby voluntarily cancel, rescind and annul the above mentioned contract and discharge the parties of the second part (the vendors therein) from any and all liability or obligation thereunder.