

# MISCELLANEOUS RECORD G

## SKAMANIA COUNTY

Johnson-Cox Company, Seattle, Tacoma-4327

STATE OF ARIZONA,        }  
County of Yuma            } ss.

On this the 22nd. day of Jan. 1952, before me, Wm. H. Westover, the undersigned, a Notary Public, personally appeared, Maude E. Steele known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal affixed)

Wm H Westover  
Wm. H. Westover  
Notary Public.

My Commission expires 2-15-55

Filed for record January 29, 1952 at 11-07 a. m. by R. J. Salvesen.

*John C. Nachtergaele*  
Skamania County Auditor

#43494

McCoy Auto Co. to Cape Horn School District No 1.

### RENTAL AGREEMENT

THIS AGREEMENT made and entered into this 15 day of January, 1952, by and between McCoy Auto Company of Vancouver, Washington, hereinafter called the Lessor and Cape Horn School District No. -1, Cape Horn, Washington, hereinafter called the Lessee, WITNESSETH:

That the Lessee and Lessor for the consideration hereinafter named agree as follows:

Under general conditions of this lease, the Lessor in consideration of the payment of the rentals hereinafter described as and when due, hereby leases to the Lessee, and the Lessee rents from the Lessor, the following described equipment, to-wit:

One New G M C SCHOOL BUS, Model 305-24, Motor A-248146765 Serial P1758  
equipped with Superior school bus body.

This equipment is furnished F. O. B. Cape Horn, Washington as inspected with all necessary accessories and fittings peculiar to the equipment, and it is leased by the lessor to the lessee for a term of two years commencing the 15 day of January, 1952, with a guaranteed minimum rental for the term payable in advance on the say said equipment is delivered to Lessee by the Lessor of Four Thousand Dollars (\$4000.00) and subsequent payments as follows:

January 15, 1953	\$2136.03
January 15, 1954	2244.88

It is agreed that if the rental is paid for the entire period of said lease, then upon payment of the sum of One and no/100 Dollars (\$1.00) additional, the lessor will execute and deliver to the lessee a bill of sale for said bus.

It is agreed that the lessor will have nothing to do with the operation of the body or chassis, or bear any of the expense or liabilities in connection therewith.

The lessee agrees to pay all taxes, licenses and other charges assessed or levied against said motor bus during the life of this lease.

The lessee agrees at its own expense to keep said motor bus in good order and repair and state of up keep, free and clear from any liens or encumbrances of any kind whatsoever.

It is further agreed that any loss, damage or injury to said motor bus shall be at the risk of the lessee during the life of this agreement.

It is agreed that the lessee during the life of this lease shall keep said motor bus insured for the full insurable value thereof, loss payable to the lessor in case the same is destroyed by fire, or damaged by collision, and the lessee agrees to hold and save the lessor harmless from any claim for damage of any kind whatsoever on account of the operation of said motor bus while in possession of the lessee.

Should the lessee become bankrupt or a receiver be appointed the lessor may without notice terminate this agreement, take possession of the equipment without becoming liable for trespass,

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**MISCELLANEOUS RECORD C**  
**SKAMANIA COUNTY**

but otherwise, said lessee shall always remain bound to pay rental for the full term of said lease.

The lessor and lessee for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be duly executed in triplicate the day and year first above written.

LESSOR: MCGOY AUTO CO.

BY E. G. Clow  
Partner

LESSEE: CAPE HORN SCHOOL DISTRICT NO. -1-

BY Herman C Davis Clerk

Roy Lehman

Virgil Boyt

ATTEST

E O Rohrer

Filed for record January 30, 1952 at 9-30 a. m. by McGoy Auto Company.

*John C. MacArthur*  
Skamania County Auditor

#43565

State of Washington to Skamania County

Certificate Record No. 9, Page No. 4446  
State of Washington, County of Skamania

**CERTIFICATE OF SURFACE WATER RIGHT**

This is to certify that SKAMANIA COUNTY of Stevenson, State of Washington, has made proof to the satisfaction of the State Supervisor of Water Resources of Washington, of a right to the use of the waters of an unnamed stream, a tributary of Columbia River, with point or points of diversion within the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 35, Twp. 3 N., R. 8 E.W.M., under and subject to provisions contained in Appropriation Permit No. 6614 issued to the State Supervisor of Water Resources, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Water Resources of Washington and entered of record in Volume 9, at Page 4446, on the 28th day of December, 1951 that the priority date of the right hereby confirmed is July 29, 1947; that the amount of water under the right hereby confirmed, for the following purposes is limited to an amount actually beneficially used and shall not exceed 0.10 of a cubic foot per second for the purpose of screening gravel.

A description of the lands under such right to which the water right is appurtenant, and the place where such water is put to beneficial use, is as follows:

Commencing at a point on North line of Sec. 35, Twp. 3 N., Rge. 8 E.W.M., said point being 423 feet East of Northwest corner of Sec. 35, Twp. 3 N., Rge. 8 E.W.M.; thence South 57°00' East to County Road; thence following the County Road in a Northerly direction to North line of said Sec. 35; thence West along said North line to point of beginning. All in NW $\frac{1}{4}$  of Sec. 35.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Water Resources affixed this 28th day of December, 1951.

(seal affixed)

Chas. J. Barthollet  
State Supervisor of Water Resources

ENGINEERING DATA  
O.K. MGW

Filed for record February , 1952 at 9-15 a.m. by Skamania County.

*John C. MacArthur*  
Skamania County Auditor