

J. P. GREINIA ET AL TO GREENLEAF LUMBER COMPANY
AGREEMENT

21-25
THIS AGREEMENT, MADE AND ENTERED INTO THIS 12TH DAY OF SEPTEMBER, 1921, BETWEEN J. P. GREINIA, FOR HIMSELF AND AS ADMINISTRATOR OF THE ESTATE OF ELLA M. GREINIA, DECEASED, OF SKAMANIA COUNTY, STATE OF WASHINGTON, AS PARTY OF THE FIRST PART, AND E. C. AMANN, OF PRARIE DU CHIEN, STATE OF WISCONSIN, AS TRUSTEE FOR THE BONDHOLDERS OF THE J. K. LUMBER COMPANY, HEREINAFTER REFERRED TO AS TRUSTEE, AS PARTY OF THE SECOND PART,

W I T N E S S E T H :

WHEREAS, THE FIRST PARTY DID ON THE 8TH DAY OF MAY, 1913, ENTER INTO AN AGREEMENT WITH THE HAMILTON CREEK RAILROAD COMPANY, RECORDED ON PAGES 277-8 BOOK 2 OF LEASES AND AGREEMENTS, WHICH WAS ON THE 31ST DAY OF MAY, 1913, ASSIGNED TO THE J. K. LUMBER COMPANY, WHICH SAID ASSIGNMENT IS RECORDED ON PAGE 279, OF BOOK 2 OF LEASES AND AGREEMENTS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, AND,

WHEREAS, THE SAID TRUSTEE FOR HIMSELF AND FOR THE BONDHOLDERS OF THE J. K. LUMBER COMPANY, DESIRE THE FURTHER USE OF THE SAID PREMISES, DURING THE PROSECUTION OF THE LOGGING OPERATIONS,

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

FIRST: THE SAID FIRST PARTY DOES HEREBY LEASE AND LET UNTO THE SAID TRUSTEE, A RIGHT-OF-WAY, LOCATED AS THE SAME IS NOW USED, BEING A STRIP OF LAND, FIFTY (50) FEET IN WIDTH, BEING TWENTY-FIVE (25) FEET, ON EACH SIDE OF THE CENTER LINE OF THE RAILROAD (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND THE J. K. LUMBER COMPANY) AS NOW LOCATED OVER AND ACROSS THE PROPERTY OF SAID FIRST PARTY, THE SAID RIGHT-OF-WAY, BEING THE MAIN LINE OF THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND J. K. LUMBER COMPANY); THE SPUR CONNECTING THE SAME WITH THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, AND WHAT IS KNOWN AS THE OIL SPUR, ON WHICH ARE LOCATED TWO (2) OIL TANKS.

SECOND: THAT CERTAIN PARCEL OF LAND, ON WHICH THE WAREHOUSE IS NOW LOCATED. THE EAST BOUNDARY OF WHICH IS ONE HUNDRED FIFTY (150) FEET EAST OF THE WAREHOUSE AS NOW LOCATED, AND EXTENDING NORTH AND SOUTH, FROM THE NORTH LINE OF THE RIGHT-OF-WAY OF THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, TO A POINT CONNECTING WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND J. K. LUMBER COMPANY), THENCE WEST TO A POINT WHERE THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND THE J. K. LUMBER COMPANY) CONNECTS WITH THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, EXCEPT THE FIRST PARTY IS TO HAVE SUFFICIENT ROAD CROSSINGS ON THE LAND HEREBY LEASED FOR HIS ACCOMMODATIONS, AND IT IS FURTHER UNDERSTOOD THAT A CERTAIN SPRING LOCATED NEAR THE COMMISSARY ON THE MAIN LOGGING RAILWAY IS RESERVED FOR THE USE OF THE FIRST PARTY AND THAT NO RIGHT WHATEVER TO USE ANY OF SAID WATER IS GRANTED IN THIS LEASE, AND THAT THE PRIVILEGE OF GOING UPON THE RIGHT-OF-WAY TO TAKE WATER OR TO IMPROVE THIS SPRING, OR FOR ANY OTHER PURPOSE IN CONNECTION THEREWITH IS ALSO RESERVED.

THIRD: THE USE OF THE WATER, UNLIMITED, FROM WHAT IS KNOWN AS SCHOOL HOUSE CREEK, CONNECTING WITH THE WATER TANK, AS NOW LOCATED ON THE RIGHT-OF-WAY, OF THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND J. K. LUMBER COMPANY), FOR LOCOMOTIVE AND SUCH

Bound by George H. H. H.

OTHER USES, AS MAY BE NEEDED IN THE LOGGING OPERATIONS. ALL BEING LOCATED ON THE LAND OWNED BY THE SAID FIRST PARTY, ON SECTION NINETEEN (19), TOWNSHIP TWO (2) NORTH OF RANGE SEVEN (7) EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, STATE OF WASHINGTON.

FOURTH: THIS LEASE IS GIVEN FOR A PERIOD OF TEN (10) YEARS, FROM AND AFTER THE FIRST DAY OF JULY, 1921, FOR THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PAYABLE AS FOLLOWS: FIFTY DOLLARS (\$50.00) ON THE EXECUTION AND DELIVERY OF THIS INSTRUMENT, ONE HUNDRED DOLLARS (\$100.00) ON OR BEFORE THE FIFTEENTH (15) DAY OF JANUARY, IN EACH SUCCEEDING YEAR, DURING THE LIFE OF THIS LEASE, UNTIL THE FULL SUM OF ONE THOUSAND DOLLARS (\$1,000.00) SHALL HAVE BEEN PAID. IT IS FURTHER UNDERSTOOD AND AGREED, THAT IF THERE SHALL BE NO DEFAULT IN THE PAYMENTS, AS HEREINBEFORE STATED, BY THE SAID TRUSTEE, AN EXTENSION OF FIVE (5) ADDITIONAL YEARS, SHALL BE GRANTED AT THE SAME ANNUAL RENTAL BY THE SAID FIRST PARTY, TO THE SAID TRUSTEE, AND THAT HE SHALL EXERCISE HIS RIGHT TO SUCH EXTENSION IN WRITING TO SAID FIRST PARTY NOT LATER THAN JULY 1ST, 1930.

FIFTH: THE SAID PARTY RESERVES THE RIGHT OF INGRESS AND EGRESS AND TO BUILD ROADS, OVER AND ACROSS THE SAID RAILROAD, BUT IN SUCH A MANNER THAT IT WILL AT NO TIME INTERFERE WITH THE FREE AND UNOBSTRUCTED USE OF THE RAILROAD IN THE LOGGING OPERATIONS. ALSO THE USE OF ANY OVER-FLOW FROM THE WATER OF SCHOOL HOUSE CREEK.

SIXTH: THE PARTY OF THE FIRST PART FOR HIMSELF, HIS HEIRS AND ASSIGNS, COVENANTS AND AGREES TO AND WITH THE SAID TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THAT HE MAY ASSIGN THIS LEASE AND LET, SUBLET OR UNDERLET THE WHOLE OR ANY PART OF SAID RIGHT-OF-WAY, RIGHTS AND PRIVILEGES AND RIGHTS THEREIN, FOR THE PURPOSE HEREIN MENTIONED, TO ANY PERSON OR PERSONS, PARTY OR PARTIES.

SEVENTH: THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFITS OF THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF THE SAID FIRST PARTY HAS HEREUNTO SET HIS HAND AND SEAL AND THE SAID E. C. AMANN, TRUSTEE FOR THE BONDHOLDERS OF THE J. K. LUMBER COMPANY, HAS HEREUNTO AFFIXED HIS OFFICIAL SIGNATURE.

J. P. GREZIA

E. C. AMANN
TRUSTEE FOR THE BONDHOLDERS OF
THE J. K. LUMBER COMPANY.

STATE OF WASHINGTON, }
COUNTY OF CLARKE, } ss.

BE IT REMEMBERED THAT ON THIS 13TH DAY OF SEPTEMBER, 1921, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED J. P. GREZIA, WHO IS TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

JOHN WILKINSON
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON, RESIDING
AT VANCOUVER, THEREIN.
MY COMMISSION EXPIRES APR. 27, 1924.

KNOW ALL MEN BY THESE PRESENTS: THAT I, E. C. AMANN, TRUSTEE, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1) AND OTHER VALUABLE CONSIDERATIONS BY ME RECEIVED FROM GREENLEAF LUMBER COMPANY, A WASHINGTON CORPORATION, RECEIPT WHEREOF IS HEREBY

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ACKNOWLEDGED, DO HEREBY SELL, ASSIGN, TRANSFER AND SET OVER UNTO SAID GREENLEAF LUMBER COMPANY, ITS SUCCESSORS AND ASSIGNS, ALL OF MY RIGHT, TITLE AND INTEREST IN AND TO THE WITHIN AND FOREGOING ATTACHED AGREEMENT BETWEEN J. P. GREINIA, FOR HIMSELF AND AS ADMINISTRATOR OF THE ESTATE OF ELLA M. GREINIA, DECEASED, AND E. C. AMANN, TRUSTEE, OF DATE SEPTEMBER 12, 1921.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL, THIS 31ST DAY OF MAY, 1923.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF US AS
WITNESSES;

E. C. AMANN (SEAL)
TRUSTEE

J. A. CORNELIUS

ZALUS E. COPPER

STATE OF WISCONSIN, }
COUNTY OF CRAWFORD, } ss.

BE IT REMEMBERED, THAT ON THIS 31ST DAY OF MAY, 1923, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED THE WITHIN NAMED E. C. AMANN, TRUSTEE, WHO IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL NAMED AND DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY OFFICIAL SIGNATURE AND SEAL, THE DAY AND YEAR FIRST IN THIS CERTIFICATE ABOVE WRITTEN.

{ NOTARIAL }
{ SEAL }

JOHN A. CORNELIUS
NOTARY PUBLIC IN AND FOR WISCONSIN,
MY COMMISSION EXPIRES JULY 21, 1924.

FILED FOR RECORD AUGUST 22, 1923, AT 8 A. M. BY PLATT & PLATT, MONTGOMERY & FALES

Wm. G. Mitchell
COUNTY AUDITOR
By *Edw. Mitchell* DEPUTY

KATHRYN J. EASTHAM ET AL TO GREENLEAF LUMBER COMPANY

THIS INDENTURE, MADE THE FIRST DAY OF OCTOBER, A. D. 1922, WITNESSETH:

THAT WE, THE UNDERSIGNED OWNERS, AS OUR SEVERAL INTERESTS APPEAR, OF THE PREMISES HEREINAFTER DESCRIBED, LESSORS, DO HEREBY LEASE, DEMISE AND LET UNTO E. C. AMANN, TRUSTEE, LESSEE, THE CERTAIN STRIP OF LAND FIFT FEET IN WIDTH AS NOW LOCATED AND IN USE FOR LOGGING ROAD RIGHT-OF-WAY, EXTENDING FROM THE NORTHERLY BOUNDARY LINE OF THE S. M. HAMILTON DONATION LAND CLAIM SOUTHERLY, ALONG OR NEAR THE RIGHT BANK OF HAMILTON CREEK, TO THE INTERSECTION OF THE LOGGING ROAD OF LESSEE WITH THE WESTERLY BOUNDARY LINE OF SAID HAMILTON DONATION LAND CLAIM, ALL IN SKAMANIA COUNTY, STATE OF WASHINGTON. B 5

TO HAVE AND TO HOLD THE SAID PREMISES UNTO THE SAID LESSEE, SUCCESSORS AND ASSIGNS, FROM THE FIRST DAY OF JUNE, 1922, AND FOR AND DURING THE FULL TERM OF TEN YEARS THENCE NEXT ENSUING, AND THEN FULLY TO BE COMPLETED AND ENDED; YIELDING AND PAYING THEREFOR, IN ADVANCE AND IN FULL FOR THE SAID TERM, THE SUM OF EIGHT HUNDRED DOLLARS; AND TO QUIT AND DELIVER UP THE SAID PREMISES, PEACEABLY AND QUIETLY AT THE END OF SAID TERM, RETAINING THE RIGHT TO REMOVE, DURING SAID TERM, ALL STRUCTURES, CHATTELS AND MOVEABLE THINGS BY THE LESSEE PLACED OR OWNED THEREON; WITH RIGHT AND PRIVILEGE TO