

Building on northeast corner on east side of highway, Town of Cape Horn, Skamania County Washington.

3The lessee shall have the right, at its option, to extend this lease for a period commencing on the expiration hereof and extending on the 27th day of May, 1936 on the same terms and conditions and for the same rental hereinbefore provided by giving the lessor notice in writing at any time prior to April 27th, 1931 of its intention to extend this lease.

4. All lease agreements between the parties hereto with respect to the property above described entered into prior to the date hereof are hereby cancelled.

Witnesses:
John H. Gloor

McPherson Store
By Mrs D. McPherson
Union Oil Company of California
By W.S. Keely

Witness:
John H. Gloor

The undersigned owner of the above described hereby consents to the foregoing.

Mrs D. McPherson.

State of Wash. (ss
County of Clark

I, the undersigned notary public, duly commissioned and sworn, do hereby certify that on this 23rd day of Nov, 1928 personally appeared before me Mrs D. McPherson known to me to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her and free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of Nov, 1928

(Notarial Seal)

Roy H. Dobbs,
Notary Public in and for the State of Wash.
Residing at Camas. My commission expires
7/29/1932

Filed for record Feb, 27th, 1929, at 1:00 P.M.

H. C. C. Lessor
Auditor

15565
Central Pacific Lbr. Co. to Pearson Logging Co.

THIS AGREEMENT made and entered into on this 8th day of January 1929 by and between CENTRAL PACIFIC LUMBER COMPANY, an Oregon Corporation, hereinafter called the first party, and PEARSON LOGGING AND LUMBER COMPANY, hereinafter called the second party.

W I T N E S S E T H:-

That the first party, in consideration of the sums of money to be paid by the second party as set forth hereinafter, does hereby grant, bargain, sell and convey unto the second party the following approximate quantities of green timber,

8,000 pieces of Merchantable piling 80 ft. average length.

2,500,000 FBM of logs;

said timber being owned by the first party and located on the North 1/2 of the NW 1/4 of Section Twenty Three TS 3 N R 9 E of the Willamette Meridian, County of Skamania, State of Washington; and on the SE 1/4 or NE 1/4 of Section 22 thereof; and on the W 1/2 of E 1/2 section 22; and on the SW 1/4 of the NW 1/4 of Section 23; and the second party hereby agrees to purchase from the first party said quantities of timber to be paid for as sold by said second party at the following rate, i. e.

Piling- Merchantable piling @ 1¢ per lineal ft. on all pieces 12" diameter and under.

Piling- Merchantable piling @ 2¢ per lineal ft on all pieces over 12" at the butt.

Sawlogs- Merchantable sawlogs @ \$2.00 per M. and the second party agrees to pay for said timber as sold and both parties hereto agree to accept the scale as determined between the second party and his buyers.

(1)

It is understood and agreed that second party is to cut and remove all of the merchantable timber on all of said land, and that all trees best adapted to be made into piling shall be so utilized, and that the timber shall be cut clean, beginning on the east side and finishing each subdivision before beginning on the next.

It is understood that the second party hereby purchases said timber for the purposes of logging and marketing same; and the first party hereby grants to second party the right to cut such timber and market same and grants to said second party the right of easement to any roads or ways now provided on said land or on land now under the control of the first party or thereafter to be acquired by him necessary or convenient to the purpose of removing and/or marketing the timber herein sold and purchased; and the first party herein grants unto the second party permission to cut timber and make such other alterations on said land as may be necessary or convenient in the cutting and marketing of said timber; and grants to the second party the right to cross over any land now owned or controlled or to be later owned or controlled by the said first party, in event it becomes necessary to make such crossing for the purpose of removing or marketing the timber, or lumber manufactured therefrom.

It is agreed by the second party that he will operate in the cutting of the timber from East to West, and in no other manner or direction and it is further agreed that he will cut and pay for said timber in the following minimum quantities and amounts:

\$3,000.00 worth of timber before December 31st, 1929.,

and a minimum of \$2,500.00 worth of timber each succeeding year until the full amount covered by this agreement has been cut and paid for; and second party further agrees to commence operations forthwith upon the execution of this agreement.

It is understood that the second party acquires the rights of the first party derived from a certain agreement between the first party and R. H. Bunker and Ora Bunker, dated the 20th day of April 1925; said rights being hereby granted and assigned for the purpose of making this agreement effective,

NOW THEREFORE; in case the second parties, their legal representatives and assigns, shall pay the several sums of money aforesaid punctually and at the times herein specified, and strictly and literally perform all and singular the covenants, conditions and agreements herein contained according to the intent and tenor thereof, then the first party, upon the request of the second parties, and upon the surrender of this contract, agrees to make execute and deliver to the second parties a good and sufficient warranty deed to the within described real property together with an abstract of title thereto showing a marketable title in first party, free and clear of all incumbrances, or liens except any liens or encumbrances created or imposed by second parties their representatives or assigns.

Incase, however the second parties shall fail to make the payments as aforesaid, punctually and upon the strict terms of this contract, and at the times herein mentioned, without default or failure, the times of payment being hereby declared to be of the essence of this agreement, then the first party shall have the right to declare

this contract null and void and of no further force and effect, and in such case all the rights, and interest hereby created and then existing, in favor of the second parties, or derived under this agreement, shall entirely and completely cease and determine and the premises aforesaid shall revert to and re-vest in the first party herein, without any right of the second parties of reclamation or compensation for moneys paid hereon, as absolutely and fully as if this agreement had never been made.

The second parties further agree that in case suit or action is instituted to collect any of the sums of money due under this contract or to foreclose the same, that they, will pay in addition to the costs of such suit or action such additional sum as the Court may adjudge reasonable as attorney's fees in such suit or action. and the second party hereby agrees to be bound unto the first party under said agreement to the extent of purchasing, removing and paying for all timber that is merchantable remaining on the land which is the subject of said agreement. prior to the 19th day of April 1930.

The second party shall have the right to erect and maintain and operate a mill and/or any other structures upon land now owned or controlled by the first party necessary or convenient to the logging and/or marketing or manufacturing therefrom of said timber herein purchased, and is granted the right to occupy such land as may be necessary or convenient in the logging and/or marketing of said timber or the manufacturing of lumber therefrom.

In order to safely secure to the first party the sums of money to become due from the sale of the timber herein purchased and to become due as sold by the first party, Herman E. Peterson of Portland, Multnomah County, Oregon and Max Smith of Portland, Multnomah County, Oregon, hereby join in this agreement to the extent of being surety for the faithful performance of this contract by the second party, and agrees to reimburse the first party for any sums due the said first party from the second party by virtue of this agreement.

IN WITNESS WHEREOF we have hereunto set our hands and seals at Portland, Oregon on this 9th day of January 1929.

CENTRAL PACIFIC LBR CO
BY J. F. WALSH

PEARSON LOGGING & LUMBER CO
BY LOUIS PEARSON

Max Smith

Herman E. Peterson

ASSIGNMENT OR LEASE AND CONTRACT

KNOW ALL MEN BY THESE PRESENTS that I, Louis Pearson, who on the 9th day of January 1929 was doing business under the assumed business name of Pearson Logging & Lumber Company, and who made and entered into the within contract with Central Pacific Lumber Company a corporation on said date; do now hereby, for and in consideration of the sum of One Dollar, receipt whereof is hereby acknowledged, and other valuable consideration do hereby sell, transfer, assign and set over unto PEARSON LOGGING & LUMBER CO. INC, a Washington Corporation, all my right, title, and interest arising out of the within contract and the property and rights therein contained to have and to hold as the property of said corporation.

Louis Pearson

STATE OF OREGON)
 :sa.
COUNTY OF MULTNOMAH)

Personally appeared before me on this 26th day of February 1929 Louis Pearson known to me to be the identical individual who executed the within assignment and who acknowledged to me that he executed the same freely and voluntarily and for the purposes therein contained.

T. R. Mahoney
Notary Public for Oregon

My commission expires Nov. 2 1930

(Notarial Seal)

Filed for record April 17, 1929 at 12:00 M.

G C C. Linsley
Auditor

15605

AGREEMENT

Roy C. Whipple et al to
the public

AN AGREEMENT OF PARTNERSHIP

This partnership shall be formed for the purpose of prospecting and developing the following named claims and any other mining properties acquired by this partnership.

We, the undersigned, hereby agree to become partners with equal rights in the following described properties, to wit;

A groupe of mining claims located on Jack Creek, known as The Park Rose Groupe, comprised of the following named claims, The Park Rose and The Elsie A., Also, a groupe of claims located Raymond Creek, known as The Lone Star Groupe, comprised of the following named claims, The Lone Star No. 1, and The Lone Star No. 2, all the said claims being located in what is known as the Copper City Mining District, Skamania County, Washington.

We further agree, that in event of any properties being located in the Copper City Mining District by any one or all of the Partnership, shall become the common property of the partnership, ie, located after this date, also, that any partner desiring to dispose of his share shall give the remaining partners the first refusal of said share.

We further agree that in all polices of said partnership a majority vote shall constitute control.

We further agree, that all expenses shall be borne equally and that all labor expended on these claims shall be valued at the rate of FIVE DOLLARS per day per man.

We further agree, that no debt shall be contracted to the Partnership except upon a majority vote of the Partnership.

We further agree, that in the event of any partner refusing to pay his portion of the contracted expenses of the majority vote, shall at the expiration of thirty