

Twelve and 50/100 (\$12.50) Dollars to be paid monthly in advance. And provided, second party shall fail to pay said rent for a period of three months after it become due, then, they shall vacate the premises and permanent improvements made thereon shall become the property of the first party and this lease shall be terminated without further obligating the second party.

It is understood that the use of said premises by the second party is for the purpose of conducting a restaurant, sale of confectionary supplies and/or other legitimate business and to the best of their ability shall permit no traffic and sale of intoxicating liquor nor lewd conduct on the premises.

The first party agrees to pay all taxes to be assessed on the premises during the year of this lease, except on water used by the second party. Further, the first party reserves the option of selling and/or otherwise disposing of her property subject to the terms of this lease. Party of the first part to give party of the second part ninety (90) days notice in case of sale and/or otherwise disposing of said property.

All the foregoing stipulations herein contained shall be mutually binding on administrators, heirs and assigns of the parties hereto.

Signed in triplicate this 20 day of October, 1933.

Witnesses:
C. W. Riddell
Jos. Gregorius.

Mrs. Hattie L. Brown
First Party
W. R. Churchman
Second Party

STATE OF WASHINGTON 0
(ss
COUNTY OF SKAMANIA 0

I, Jos. Gregorius in and for the State of Washington, do hereby certify, that on this 20th day of October, A. D. 1933, personally appeared before me Hattie L. Brown and W. R. Churchman 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.

Given under my hand and official seal, this 20th day of October, A. D. 1933.

(Notarial seal affixed)

Jos. Gregorius

Notary Public in and for the State
of Washington residing at Carson

Filed for record October 20, 1933 at 11-35 a.m. by Grantee.

Mabel J. Osse
Skamania County Clerk-Auditor.

#18893

A.E.DERRY et al To Robert Barr et al.

AGREEMENT.

This agreement made and entered into as of September 5, 1933 between A.E.Derry and Lillian W. Derry, his wife hereinafter known as the Vendors, and Robert Barr and T.W. Finnegan, hereinafter referred to as the Vendees, WITNESSETH

That it is mutually understood and agreed between the parties hereto that the Vendors will and do sell to the Vendees, and the latter buy from the former all merchantable timber as hereinafter defined, on the following described tract of land, to-wit:-

The North one-half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) and the Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of section ten (10) in township two (2) North, range seven (7) East of the Willamette Meridian, being in Skamania County, State of Washington and containing thirty (30) acres, more or less, according to the Government survey thereof, together with any adjoining tract which the said Vendors may own in said section ten (10)

for the price, and in the manner, with the privileges and under the terms and conditions hereinafter expressed.

Vendors agree to properly locate and mark the exterior boundary lines of the above mentioned tracts within a reasonable time after being requested so to do by the vendees, and at least prior to the time that the vendees must start their logging operations on this, or adjoining tracts.

Merchantable timber herein referred to shall be defined as meaning such timber as will measure twelve (12) inches, or over in diameter at the top end and will make what is commonly termed "2 or better" logs, also such other timber as is suitable for piling as defined by the Portland Lumber Inspection Bureau rules, and does not include culls, white fir, or hemlock timber, and the vendees are hereby granted the privilege of leaving same on the ground, or uncut, however if any of said culls, white fir or hemlock timber is removed from said premises by the vendees; then same shall be paid for at one-half ($\frac{1}{2}$) the regular price as herein above defined.

The vendors grant unto the vendees the right to construct and use all necessary logging roads over said premises for the purpose of removing the timber thereon, or for the purpose of removing any other timber in the general vicinity thereof which the vendees may acquire, and said rights shall also include the right to place and use any necessary equipment thereon which the vendees may need in their logging operations while operating on this or any other tracts.

It is hereby understood and mutually agreed that all roads herein above mentioned are for logging purposes only and are to be built exclusively for the uses and purposes of the vendees and are not to become public thoroughfares, except by written agreement of all the parties hereto subscribing.

It is hereby mutually understood and agreed that none of the waters of any of the lakes or streams on the said described tracts are to be polluted in any way by the vendees, nor shall there be any timber removed within one hundred feet of any lake thereon.

The vendors agree to pay all taxes, or other assessments which may become a lien upon said described tracts, before delinquency, up to the time the vendees commence their logging operations thereon, and in case they fail so to do the vendees may pay the same and deduct the amount thereof from the next payments due the vendors.

The vendees agree to pay the vendors the sum of one dollar (\$1.00) per thousand feet, log scale, for all merchantable log timber as described herein and the further sum of one dollar (\$1.00) per hundred lineal feet for all timber cut which is suitable for piling as herein above described; all timber to be cut in such manner and in such lengths as to prevent any undue wastage thereof, due consideration being had of the fact that piling must be cut to orders and consequently impossible to adhere to any specific length or dimensions therefor such payments to be made as follows:-

The sum of fifty (\$50.00) dollars to be paid upon the execution of these papers and the further sum of fifty dollars (\$50.) at the time of commencement of logging operations on said tracts, and these sums of money shall apply on the purchase price of the last 100,000 feet of timber removed from the premises or at the time of making final settlement between the parties hereto. Within thirty-five days after each lot of logs or piling are sold, the vendees will pay the vendors the above stated sums for such logs or piling sold, the remittance thereof to be made directly to the vendors through C.A. Button of Woodland, Washington who will handle the collection and distribution of all monies received from the sale of said timber.

All logs shall be scaled according to the rules used by what was known as the Columbia River Sealing Bureau rules and all piling by the Portland Lumber Inspection Bureau rules, all of which must be done by qualified scalers and a copy of the scale

sheets, or a purchase invoice showing the information given on said scale sheets shall accompany each remittance for every lot of logs or piling shipped from the above described tracts, same to be mailed to the vendors at Route #11, box #65 Milwaukee, Oregon, or other address which the vendors may hereinafter name.

If the vendors desire to employ any person to keep a record of the logs and piling removed or being removed from said lands; then vendees shall render every assistance necessary to fully inform such person as to such timber, and shall also require their employees to likewise render such assistance, but in any event the vendees shall keep the vendors fully informed as to the timber being removed.

The vendees hereby agree to commence the removal of said described timber within six months from the date hereof and to have all of said merchantable timber removed from the within described tract on or before December 31st, 1934.

Any logs or piling removed from above mentioned tract shall not be co-mingled with other like timber, so that the identity might be lost, without first being marked with satisfactory identification brands, the details of which are to be furnished the vendors.

The vendees agree to pay all wages, claims for material and equipment which may be required in their logging operations, to the end that no liens of any kind shall or can be levied or placed upon the logs or piling coming from the timber of the vendors.

The vendees further agree to abide by all laws and Regulations which may be imposed by the State of Washington or the Federal Government relative to logging and trucking while operating upon the above mentioned tracts.

Time and exact performance are the essence of this agreement and the failure on the part of the vendees to make the payments required or to perform every covenant herein shall give the vendors the option to terminate this agreement and eject the vendees from the premises the same as if this agreement had not been made, and without waiving any rights to damage sustained.

IN WITNESS WHEREOF we have hereunto set our hands and seals in triplicate this sixth day of September 1933 .

Witnesses

A.E.Derry (Seal)

Lillian W.Derry (Seal)

Robert Barr (Seal)

T.W.Finnegan

STATE OF WASHINGTON)
County of Clark) ss.

This is to certify that on this 7 day of September 1933 before me the undersigned Notary Public in and for the State of Washington personally appeared A.E.Derry, Lillian W.Derry, his wife, Robert Barr and T.W.Finnegan to me known to be the identical persons who signed and sealed the within instrument and made acknowledgement to me that they did 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 and affixed my official seal the day and year in this certificate first above written

(Notarial Seal Affixed)

W.E.Blair
Notary Public in and for the State of
Washington.

To be attached to and become a part of an agreement
dated Sept. 5, 1933 between A.E.Derry and wife and
Robt.Barr and T.W.Finnegan.

Milwaukee, Oregon, Sept. 6, 1933

Mr. W.E. Blair,
410 Main St.,
Vancouver, Washington
Dear Sir:--

In the consideration of the services performed by you in the consumation of the within contract we hereby agree to pay you a commission of five per cent of the total sale price received by us from the vendees therein mentioned manner, to-wit; the sum of \$25.00 to be paid you out of the cash or down payment and the further sum of \$15.00 to be paid you out of the second payment to be made at the time of the commencement of logging operations on the property and the balance to be paid you at the time of making final settlement with the vendees.

It is mutually understood and agreed that in no case are we to pay you any money for said services, except from the proceeds of this sale and in the manner described above

Yours very truly,
Filed for record Nov. 6, 1933 at 8:35 a.m.

By T.W. Finnegan

A.E. Derry

Lillian W. Derry.

Mabel J. Rosse County Auditor.

By Frank C. [Signature] Deputy

18894

Robt. Barr et al To E.P. Ash et ux

EASEMENT FOR ROAD AND TEMPORARY CAMP BUILDINGS.

This Agreement made and entered into this fifth day of October 1933 by and between Robt. Barr and T.W. Finnegan ^{after} he is known as Grantees and E.P. Ash, and Vertrude Ash his wife herein after known as the Grantor,

WITNESSETH

For and in Consideration of the sum of \$200.00 the Grantor hereby grants unto the Grantees the right to construct and use necessary roadways and erect necessary watchmen or other temporary camp buildings upon the following described tract of land, viz. Subject to certain rights previously transferred to Wauna Lake Club.

Beginning at the quarter Section Corner between sections 10 and 11 twp. 2 N.R. 7 E.W.M.; thence North 29° East 400 ft. to the Northeast corner of the I.H. Bush Donation Land Claim; thence West 2200 ft.; thence South 329 ft.; thence West 600 ft.; thence South 271 ft.; thence East 2306.5 ft. to a point 30 ft. West of the center of the North Bank highway; thence North 29° E. 320 ft. to the place of beginning. In Skamania Co State of Washington.

For and in consideration of the above mentioned covenants, the Grantees hereby agree to use every necessary precaution to prevent fires and to clear said mentioned right-of-way and camp site of underbrush and fallen timber which may become a fire hazard.

The grantees further agree to locate said roadway and camp buildings on the North side of Blue Creek in such manner that same will not in any manner disturb or pollute the waters of said Blue Creek, and to remove said buildings also all debris or rubbish which may have accumulated at said camp site at the end of their logging operations.

The said sum of money to be paid the Grantor by the Grantees in the following manner: the sum of fifty dollars at the time of signing this agreement and the further sum of \$100.00 at the time of the commencement of logging operations and the balance within one year from date hereof.

Time and exact performance are the essence of this agreement and the failure of the Grantees to comply with any of the terms and conditions hereof whali, at the option of the Grantor, cause the forfeiture of all rights hereby granted, however said failure to comply with said terms and conditions and the ^{re}possession of the property shall not