

#19465

Beacon Lake Corporation to R. C. Richards

This Agreement made and entered into this 23rd day of May, 1934, by and between Beacon Lake Corporation, a Washington corporation, hereinafter called the First Party and R. C. Richards of Portland, Oregon, hereinafter called the Second Party,

Witnesseth: Whereas, the First party is the owner of the hereinafter described land, of lands contiguous thereto, through which flows Woodward Creek, and has the right to use its waters, which said land, in most part, is of rock formation or has gravel deposits thought and deemed suitable for the production of commercial rock or gravel,

Now, Therefore, in consideration of the covenants and agreements of the Second Party, hereinafter stated, the First party gives, grants and conveys to the Second Party, for a term of five years (5) from the 6th day of Oct., 1933 the sole and exclusive right and privilege to mine, quarry, prepare for market, remove and sell or otherwise dispose of rock, including gravel, situated lying and/or being in, on or under the land (said land being hereinafter described) together with full liberty, right and power to work, quarry, mine and carry away the rock, gravel and products thereof; and the sole and exclusive right, liberty and power to open and operate such quarries, erect and maintain such crushing, treating or processing plants, workshops, bunkers and/or other structures as may be necessary or convenient or germane to such quarry operations; also the right, liberty and power to use and divert sufficient waters and watercourses within, upon or contiguous to said land, and to make any reservoirs, diversions, dams, flumes or drains for conveying the same as may be necessary or convenient to said operations; and also sole and exclusive ingress and egress over said lands together with the sole and exclusive right, privilege and authority to build, maintain and use all necessary, desired or convenient paths, roads, tramways and spurs or other transportation facilities necessary or convenient, giving and granting to said Second Party the right, power and authority to use said land or any portion thereof for any purpose incident to said operation, such as storage of materials and disposal of waste, it being understood that the mentioning of these specific uses shall not limit the construction of the general language, and also giving and granting to said Second Party the right, privilege and authority to use, move or remove any and all structures, bunkers and foundations now or hereafter being upon said premises.

In consideration of these rights and privileges, the Second Party has paid to the First party the sum of \$100, receipt of which is acknowledged, and agrees:

- (a) To use reasonable diligence and efforts to cause said contemplated quarry to be operated;
- (b) To pay to the First Party for each cubic yard of rock or gravel removed from the premises, the sum of \$.05 per cubic yard, same to be paid on the 10th of each month for all rock or gravel removed for the preceding calendar month, the quantity of said rock to be computed and measured as and when sold and removed from the premises;
- (c) Not to permit, suffer or allow any person claiming by, through or under him, to file any valid claim or lien against the said premises and to defend the same if any be filed, and to hold the First Party harmless from any and all such claims, if any there be;
- (d) To pay the First Party not less than \$100.00 per year for said term, said

minimum payment to be paid yearly during such time on or before the 6th day of October of each year of said term;

It is mutually agreed as follows:

1. That said annual \$100.00 payment is a guaranteed minimum annual royalty for which the Second Party shall receive credit on earned royalty amounts, earned during the particular year and up to the amount of \$100.00;

2. If the First Party be not paid the royalties as and when due, it may terminate this agreement on thirty (30) days written notice to the Second Party, provided such delinquent payments be not made within said thirty-day period;

3. The Second Party may terminate this Agreement at his option, by giving thirty (30) days notice in writing of his election to so do;

4. That in the event this Agreement is terminated by either the First or Second Party, as provided herein, the Second Party shall only be liable for the earned royalties actually due and unpaid as of the date of termination, and with respect to the guaranteed minimum royalty, only for the pro rata proportion (\$8.33 per month) due as of the date of such determination and shall not be liable for or on account of any minimum royalties which would have been due had there been no determination; and the Second Party shall have the right, privilege and authority, to be exercised within a reasonable time, to remove any and all structures and/or equipment and/or other property which may have been placed by or under him upon said premises, which right he shall also have at the natural expiration of these presents;

5. That the Second Party shall only be required to pay the stated royalty for rock and gravel which is actually produced and removed from the premises;

6. That the First Party shall have full access and right to inspect and check all records of the Second Party or any one operating by, through or under him, to ascertain the amount of and to verify the reported rock or gravel yardage;

7. That the First Party does hereby release all and every claim or claims for damages to the said land caused by opening or working said contemplated quarries or gravel pits, and it's adjacent land.

8. That the Second Party, without liability, may remove, cut, destroy, use or sell any and all timber upon ^{the} said premises which would in any wise interfere with the quarry operations, which may be done by the Second Party as and when deemed necessary and convenient, the First Party reserving the right to remove said timber at its own cost provided that the same shall be removed at such a time and in such a manner as to in no wise interfere with the operations of the Second party;

9. That the First Party will not, nor will it permit any person or persons claiming by, through or under it, to conduct any quarry work or gravel pit operations upon, or remove any gravel from the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, which land it now owns, and that if it should sell said land or any portion thereof, it will require, for the use and benefit of the Second Party, that said grantee or grantees observe the provisions of this Article, which restriction shall be properly stated in any and all instruments of conveyance;

10. In the event that the State of Washington or any other political subdivision of the State of Washington or any person or persons having the right to exercise eminent

domain, shall condemn the rock and/or gravel on any part of the premises covered hereby in no event shall the second party be liable to pay to the First Party any greater sum or sums than the net sum or sums received on account of condemnation proceedings;

11. In the event the First Party shall receive during the term of these presents \$5,000.00 or more in royalties, or such a sum from the Second Party plus the royalties as to equal \$5000.00, upon the written request made to the First Party, the First Party shall extend the term for five (5) additional years; provided, however, that the royalty payment per yard for rock and gravel shall be adjusted so that there shall be paid by the Second Party to the First Party a reasonable going price therefor, otherwise, the terms and conditions shall be and remain as stated herein;

12. This Agreement and the covenants and provisions hereof, shall be binding upon and inure to the benefit of the successors, assigns, heirs and administrators of the respective parties hereto;

13. That the first party covenants and warrants that it has good and lawful right and authority to accord to the second party the right of ingress and egress over the leasehold interest or rights-of-way of the S. P. & S. R. R. Co. covering any portion of the premises described herein; that it has not, nor will it accord ingress or egress to any other person or persons over said premises and that it will assist in taking such lawful steps as may be necessary to prevent any person or persons attempting to exercise the right of ingress or egress over the premises herein described or any part thereof, excepting only the rights of the S. P. & S. R. R. Co. and those lawfully claiming by, through or under it;

14. The description of said real property (the property covered by these presents) is as follows:

That portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, lying north of the State Highway No. 8 and West of Woodward Creek, subject to the lease rights of the S. P. & S. R. R. Co., and also that portion of said quarter section South of the State Highway No. 8 and North of the S. P. & S. R. R. Co.'s right-of-way, commencing at the intersection of the North boundary line of the right-of-way of the S. P. & S. R. R. Co. with the center line of said Section 35; thence in an Easterly direction along said boundary line of said right-of-way, a distance of 600'; thence due north to the south boundary line of said State Highway No. 8; thence West and South along the South boundary line of said State Highway No. 8 to the point where said boundary of said highway crosses said center line of Section 35; thence South to the point of beginning; and that portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, described as follows:

Beginning at the quarter post on the South line of Section 26 and the North line of Section 35; thence North a distance of 700'; thence West a distance of 300'; thence South a distance of 700'; thence East 300' to the point of beginning; and that portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, lying west and south of Woodward Creek, excepting therefrom the land owned by Skamania County, Washington, and subject to the leasehold rights of the S. P. & S. R. R. Co. all of said land being in township 2 North, Range 6 East Willamette Meridian, Skamania County, Washington including the use of the waters of said Woodward Creek as provided herein. And the First Party gives, grants, and conveys to the Second Party a suitable and convenient right-of-way for establishing and/or maintaining a road, tramway, spur line or other means of conveyance along and contiguous to the South meandering line of Woodward Creek where said creek flows through the NE $\frac{1}{4}$ of Section 35, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, said right-of-way to be mutually selected and agreed upon by the First and second parties; the purpose of this right-of-way is to enable the Second Party to convey said rock and gravel, if desired, to or towards the Columbia River. Provided, that the First party shall not be required to grant or furnish such right-of-way if it does not have the right and authority to accord the same of record or in fact.

15. That the First Party reserves the right to establish an eating house and auto park on said premises, provided that the same shall be so located so as not to interfere with any quarry operations of the Second Party, and if at any time the same shall

interfere they shall be removed so as to wholly eliminate such interference;

16. That these presents supercede the Agreement heretofore made and entered into by and between these parties on the 6th day of October, 1933.

In Witness Whereof, the First party has caused these presents to be executed in duplicate by its President and Secretary, thereunto duly authorized by due resolution of the Board of Trustees and its corporate seal to be hereto affixed, and the Second Party has caused these presents to be executed in duplicate, the day and year first hereinabove written.

Witness:
C. O. Fenlason

(Corporate seal
affixed)

Beacon Lake Corporation
By Sam Samson, President
By Geo. H. Watson, Secretary.
First Party
R. C. Richards,
Second Party.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this 23rd day of May, 1934, before me personally appeared Sam Samson, to me known to be the president, and Geo. H. Watson, to me known to be secretary of the corporation that executed the within and foregoing instrument, and they and each of them acknowledged the said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and, on oath, severally stated that he was authorized to execute this instrument, and that the seal affixed is the seal of the corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington residing
at Stevenson. My commission expires
Jan. 30, 1934.

Filed for record May 25, 1934 at 1-05 p.m. by R. C. Richards.

Mabel O. Case
Skamania County Clerk-Auditor

#19466

Isabelle McPherson to A. Chimento

This Indenture, Made this 23 day of May, A. D. 1934, Witnesseth, That Isabelle McPherson of _____, County of Skamania, State of Washington, hereinafter called the lessor, does hereby LEASE, DEMISE and LET UNTO A. Chimento, of said County and State, hereinafter called the lessee the following described real estate:

Only that portion of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Ten (10) Township one (1), North Range Five (5) East W. M., which lies West of the County Road known as the Cape Horn Road, and North of the Evergreen Highway, containing one acre, more or less; on which there now is a lunch room and service station, all of the same situated in Skamania County, Washington.

To Have and To Hold, for the term of Three (3) years, to-wit: from the first day of June, A. D. 1934, to the thirty-first day of May, A. D. 1937, yielding and paying therefor the monthly rent of Fifteen Dollars, lawful money of the United States of America.

The said lessee promises to pay the said rent as follows: Fifteen Dollars on the first day of each and every month; and agrees to quit and deliver up the premises to the lessor, his agent or attorney, peaceably and quietly at the end of the term, in as good order, condition and repair as the reasonably use and wear thereof will permit; to pay the rent as above stated for such further time as the lessee may hold the same, and not to make or suffer any waste thereof, nor lease or underlet, or permit any other person or persons to occupy any portion thereof, without first having obtained the written consent of the lessor thereto.