

## CARSON MILL AND FLUME COMPANY TO C. G. HOCKETT

THIS AGREEMENT, MADE AND ENTERED INTO BY AND BETWEEN CARSON MILL & FLUME Co., AN OREGON CORPORATION, HEREINAFTER CALLED THE "LESSOR", AND C. G. HOCKETT, OF PORTLAND, OREGON, HEREINAFTER CALLED THE "LESSEE", WITNESSETH:

THAT THE LESSOR FOR AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY THE LESSEE AND OF THE PERFORMANCE OF ITS TERMS AND CONDITIONS BY THE LESSEE AND OF THE SUM OF ONE DOLLAR (\$1.00) TO IT IN HAND PAID BY THE LESSEE, HAS LET, LEASED, DEMISED AND RENTED UNTO THE LESSEE FOR THE TERM OF TWO YEARS FROM SEPTEMBER 1, 1925, THE FOLLOWING DESCRIBED PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

THE RIGHT OF OCCUPANCY, USE AND ENJOYMENT OF THE HOLLIS TRACT OF LAND DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 3 NORTH RANGE 8 EAST OF THE WILLAMETTE MERIDIAN;

TOGETHER WITH THE SAWMILL PLANT, ALL BUILDINGS, STRUCTURES AND ERECTIONS BELONGING TO THE LESSOR AND ALL MACHINERY AND EQUIPMENT BELONGING TO THE LESSOR IN CONNECTION WITH THE LUMBERING ENTERPRISE SITUATED ON THE ABOVE DESCRIBED LAND, OR LAND ADJACENT THERETO, TOGETHER WITH THE FLUME, HIGH-LEAD TRANSPORTATION SYSTEM, USED IN CONNECTION WITH THE FLUME, FORDSON DONKEY, AND ALL LINES, BLOCKS, TACKLE AND OTHER PARAPHANALIA/THEREWITH, AND THE STORAGE YARD ACROSS WIND RIVER FROM THE END OF THE FLUME, AND THE RIGHT TO USE, OCCUPY AND ENJOY THE SAME AND THE ROAD LEADING THEREFROM TO THE HIGHWAY;

TOGETHER WITH THE RIGHT TO USE, OCCUPY AND ENJOY THE DE-LAND TRACT OF 160 ACRES DESCRIBED AS THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH RANGE 8 EAST OF THE WILLAMETTE MERIDIAN.

THE LESSEE SHALL HAVE THE RIGHT TO CONSTRUCT ROADS, POLE-ROAD AND OTHER STRUCTURES AND ERECTIONS ACROSS ANY LAND OWNED BY THE LESSOR OR TO WHICH IT HAS THE RIGHT OF OCCUPANCY, IN ORDER TO CARRY ON A SAWMILL AND LOGGING OPERATION.

THE LESSEE AGREES TO ENTER INTO THE POSSESSION OF SAID LEASED PROPERTY AND TO OPERATE SAID SAWMILL AND AS RENTAL FOR THE USE AND ENJOYMENT OF THE PROPERTY HEREBY LEASED TO PAY TO THE LESSOR OR FOR ITS ACCOUNT, AS HEREINAFTER PROVIDED, THE SUM OF SEVENTY-FIVE CENTS (\$.75) PER THOUSAND FEET, BOARD MEASURE, OF ALL LUMBER MANUFACTURED AT AND SHIPPED ON CARS FROM SAID PLANT. THE LESSEE SHALL KEEP AN ACCURATE ACCOUNT AND MAKE REPORT OF ALL SHIPMENTS AND BETWEEN THE FIRST AND TENTH DAY OF EACH MONTH SHALL REPORT TO THE LESSOR THE AMOUNT OF LUMBER SHIPPED DURING THE PRECEDING MONTH WITH THE NUMBER OF EACH CAR AND THE AMOUNT OF LUMBER THEREON AND SHALL MAKE A FURTHER DETAILED REPORT OF ANY LOCAL SALES GIVING THE NAME OF THE PURCHASER, THE DATE OF SALE AND THE AMOUNT OF LUMBER SOLD, AND SHALL LIKEWISE REPORT AND ACCOUNT FOR ANY LUMBER USED BY THE LESSEE FOR STRUCTURES AND ERECTIONS IN CONNECTION WITH ITS OPERATIONS, AND PAY THE SAME RENTAL THEREFOR. THE RENTAL SHALL BE DUE AND PAYABLE ON THE 15TH DAY OF EACH MONTH FOR LUMBER SHIPPED DURING THE PRECEDING MONTH.

INASMUCH AS THEIR LUMBER MANUFACTURING PLANT IS DEFICIENT AT THE PRESENT IN THE FOLLOWING PARTICULARS: THE DAM REQUIRES REPAIR WORK, THE FLUME REQUIRES RECONSTRUCTION IN ORDER TO MOVE LUMBER THEREIN, CERTAIN BUILDINGS REQUIRE ROOFING, AND CERTAIN BELTS ARE REQUIRED FOR THE SAWMILL AND AN ADDITIONAL PULLY IS REQUIRED



IN CONNECTION WITH OPERATION OF THE EDGER: THE LESSEE SHALL PROCURE SAID BELTS AND PULLY AND INSTALL THE SAME AND SHALL MAKE THE NECESSARY REPAIRS TO THE DAM AND RECONSTRUCT OR REPAIR THE FLUME SO THAT IT WILL ADEQUATELY TRANSPORT LUMBER AT LEAST 12X12X40 FT., AND SHALL ALSO PROVIDE AN ADEQUATE ROOF FOR THE VARIOUS BUILDINGS, BUT IN DOING SO SHALL NOT EXPEND MORE THAN \$500.00 FOR THE REPAIR TO THE DAM AND FLUME AND SHALL NOT EXPEND MORE THAN \$100.00 FOR REPAIRS TO ROOFS AND SHALL NOT EXPEND MORE THAN \$400.00 FOR SAID BELTS AND PULLEY, WHICH EXPENDITURES SHALL BE DEDUCTED FROM THE FIRST RENT COMING DUE TO THE LESSOR.

THE LESSOR SHALL KEEP AND MAINTAIN SAID SAWMILL PLANT AND HIGH-LEAD SYSTEM AND FORDSON DONKEY IN AS GOOD A STATE OF REPAIR AS THE SAME IS AFTER THE INSTALLATION OF THE ABOVE ENUMERATED REPAIRS, ALTERATIONS AND NEW BELTS AND PULLEY, AND AT THE END OF SAID TERM SHALL RETURN SAID PLANT TO THE LESSOR IN SAID CONDITION LESS ORDINARY WEAR AND TEAR AND DEPRECIATION DUE TO NORMAL USE THEREOF, UNLESS THE SAME IS DAMAGED OR DESTROYED BY FIRE OR OTHER ELEMENTS.

SAID SAWMILL PLANT IS NOW INSURED IN THE SUM OF \$5,000.00 ON WHICH THE PREMIUM HAS NOT BEEN PAID. THE LESSEE SHALL PAY SAID PREMIUM <sup>AND THE PREMIUM</sup> ON SAID INSURANCE FOR THE PROPORTIONATE PART OF THE TERM ALREADY RUN SHALL BE CHARGED AGAINST THE LESSOR AND DEDUCTED FROM RENT, AND THE PROPORTIONATE PART OF SAID INSURANCE HEREAFTER TO RUN DURING THE TERM OF SUCH INSURANCE SHALL BE BORNE BY THE LESSEE, AND THEREAFTER DURING SAID TERM THE LESSEE SHALL, IF POSSIBLE, MAINTAIN INSURANCE ON SAID SAWMILL PLANT AND BUILDINGS IN FAVOR OF THE LESSOR IN AT LEAST THE SUM OF \$5,000.00 AND SHALL PAY THE PREMIUM THEREON AND ANY INSURANCE IN FORCE AT THE END OF SAID TERM SHALL BE TAKEN OVER BY THE LESSOR AND IT SHALL PAY TO THE LESSEE THE PRO RATA UNEARNED PREMIUM THEREON.

IN THE EVENT THE LESSEE SHALL DESIRE TO INSTALL ADDITIONAL BOILERS, ENGINES, EDGERS OR OTHER LIKE MACHINERY OR EQUIPMENT IN SAID MILL, HE MAY DO SO AND SHALL HAVE THE RIGHT AND PRIVILEGE OF REMOVING THE SAME AT THE END OF SAID TERM, BUT IN THE EVENT ANY MACHINERY, SHAFTING, PULLEYS, BELTING, BOXING, ENGINES OR OTHER SIMILAR EQUIPMENT NOW INSTALLED IN SAID MILL SHALL WEAR OUT DURING SAID TERM, THE SAME SHALL BE REPLACED BY THE LESSEE AT HIS OWN EXPENSE AND SHALL BECOME THE PROPERTY OF THE LESSOR.

IF FOR ANY REASON THIS LEASE IS MADE VOID THROUGH NO FAULT OF THE LESSEE, ALL OBLIGATIONS OF THE LESSEE THEREAFTER SHALL CEASE AND TERMINATE EXCEPT HIS LIABILITY FOR RENTAL ALREADY ACCRUED.

IN THE EVENT THE LESSEE SHALL FAIL TO PAY THE RENTAL HEREIN PROVIDED FOR PROMPTLY AS HEREIN SET FORTH AND SHALL REMAIN IN DEFAULT FOR THE PERIOD OF THIRTY DAYS, THE LESSOR SHALL HAVE THE RIGHT THEN OR THEREAFTER WHILE SUCH DEFAULT CONTINUES, TO DECLARE SAID TERM AT AN END AND TO REMOVE, DISPOSSESS AND EVICT THE LESSEE, HIS HEIRS OR ASSIGNS, OR ANY PERSON OR PERSONS FOUND IN POSSESSION OF SAID PROPERTY, OR ANY PART THEREOF, AND THEREAFTER THE LESSEE SHALL HAVE NO FURTHER RIGHT IN OR TO SAID LEASED PROPERTY AND WITHOUT WAIVING ANY RIGHT THE LESSOR MAY HAVE AGAINST THE LESSEE UNDER THIS LEASE.

IN THE EVENT THE LUMBER MARKET SHALL BECOME SUCH THAT IT IS IMPOSSIBLE TO OPERATE SAID SAWMILL PLANT AT A PROFIT OF ONE DOLLAR PER THOUSAND FEET OR MORE AFTER PAYING ALL NECESSARY AND PROPER CHARGES OF OPERATION, INCLUDING SAID RENT AND COST OF LOGS, THE LESSEE MAY CLOSE SAID OPERATION DOWN UNTIL IT IS POSSIBLE TO

OPERATE SAID SAWMILL AT A PROFIT OF AT LEAST \$1.00 PER THOUSAND FEET, AND DURING SAID SHUT DOWN PERIOD THE LESSEE SHALL MAINTAIN SUCH WATCHMEN AS ARE REQUIRED UNDER THE INSURANCE AND PAY THE TAXES ON SAID PROPERTY AND PAY TO THE LESSOR THE SUM OF FIFTY (\$50.00) DOLLARS PER MONTH.

THE LESSOR HEREBY GIVES TO THE LESSEE THE RIGHT TO PURCHASE AND REMOVE THE MERCHANTABLE TIMBER ON SAID DELANO 160-ACRE TRACT AT THE PRICE OF TWO DOLLARS (\$2.00) PER THOUSAND FEET, LOG MEASURE, PAYABLE ON THE 15TH DAY OF EACH MONTH FOR THE LOGS REMOVED DURING THE PRECEDING MONTH, WHICH RIGHT SHALL TERMINATE AT THE TERMINATION OF THIS LEASE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT THIS 14TH DAY OF SEPTEMBER, 1925, SAID CORPORATE LESSOR BY ITS OFFICERS THEREUNTO DULY AUTHORIZED BY ITS BOARD OF DIRECTORS, AND SAID CORPORATE LESSOR HAS CAUSED ITS SEAL TO BE HERETO ATTACHED BY LIKE AUTHORITY.

EXECUTED IN THE PRESENCE OF  
US AS WITNESSES:

J. P. KAVANOUGH

L. L. GILSTRAP

(CORPORATE SEAL)

CARSON MILL & FLUME CO.

By C. C. SHAY  
PRESIDENT.

By JAY BOWERMAN  
SECRETARY

C. G. HOCKETT (SEAL)  
LESSEE

STATE OF OREGON, ( ss.  
COUNTY OF MULTNOMAH. )

ON THIS 14TH DAY OF SEPTEMBER, A.D. 1925, BEFORE ME APPEARED C. C. SHAY AND JAY BOWERMAN, BOTH TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN, DID SAY THAT HE, THE SAID C. C. SHAY IS THE PRESIDENT, AND HE, THE SAID JAY BOWERMAN, IS THE SECRETARY OF CARSON MILL & FLUME CO. THE WITHIN NAMED CORPORATION, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID C. C. SHAY AND JAY BOWERMAN ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS THE DAY AND YEAR FIRST IN THIS, MY CERTIFICATE WRITTEN.

(NOTARIAL)  
(SEAL)

L. L. GILSTRAP  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES DEC. 9, 1928

FILED FOR RECORD SEPTEMBER 29, 1925, AT 8-30 A.M. BY C. G. HOCKETT

*Wm. A. Mitchell*  
COUNTY AUDITOR  
By *C. G. Hockett* DEPUTY

WM. BUTLER ET UX TO E. A. CROSSON

THIS INDENTURE, MADE THIS 8TH DAY OF JULY 1925 BY AND BETWEEN WM. BUTLER AND SARAH A. BUTLER, HIS WIFE, PARTIES OF THE FIRST PART AND E. A. CROSSON, PARTY OF THE SECOND PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREINAFTER PROVIDED, HEREBY LEASE AND LET UNTO THE SAID PARTY OF THE SECOND PART, THE FOLLOWING DESCRIBED REAL PROPERTY IN SKAMANIA COUNTY,