

THIS IS TO CERTIFY that on this 28 day of March, 1933, before me, the undersigned, a duly qualified Notary Public in and for the State of Wisconsin, personally came EUGENE C. AMANN, Trustee, for the bondholders committee of the J. K. Lumber Company, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the same as his 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)

John J. Kelly  
Notary Public in and for the  
State of Wisconsin, residing  
at Wis Dells. My commission  
expires February 27, 1942

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

THIS IS TO CERTIFY that on this 22nd day of March, 1938, before me, the undersigned, a duly qualified Notary Public, in and for the State of Washington, personally appeared H. A. DENT, to me known to be the vice-president and managing agent of the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.

(Notarial seal affixed)

L. M. Berger  
Notary Public in and for the  
State of Washington, residing  
at Seattle.

Filed for record April 21, 1938 at 4-20 p.m. by L. S. Franck.

*Mabel J. Franck*  
Skamania County, Clerk-Aud.

#25660

Frank Birkenfeld to Olson Bros. Lbr. Co.

Agreement For The Purchase And Sale Of Timber

THIS AGREEMENT, Made and entered into this 30th day of March, 1938, by and between Frank Birkenfeld, hereinafter called the party of the first part, and Olson Bros. Lumber Co., of Camas, Washington, hereinafter called the parties of the second part, WITNESSETH:

The party of the first part hereby agrees to sell to the parties of the second part, and the parties of the second part hereby agree to purchase from the party of the first part all sound merchantable timber upon the following described real property situated in Skamania County, State of Washington, to-wit:

The Northwest Quarter of the Southwest Quarter in Section 14, Township 3 North of Range 8 East of the Willamette Meridian; The Northeast Quarter of the Southeast Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian; The Southwest Quarter of the Southeast Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian; The Southeast Quarter of the Southwest Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian; The West Half of the Northeast Quarter in Section 22, Township 3 North of Range 8 East of the Willamette Meridian; The East Half of the Northwest Quarter in Section 22, Township 3 North of Range 8 East of the Willamette Meridian; The Southwest Quarter of the Northwest Quarter in Section 22, Township 3 North of Range 8 East of the Willamette Meridian; and the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  in Sect. 15 said Township and Range

The parties of the second part agree to pay the party of the first part for said timber the sum of \$1.50 per thousand feet, board measure, for all saw logs or saw timber, and one cent per lineal foot for all piling timber; payment is to be made by parties of the second part when the logs are rafted and scaled, excepting that the parties of the

second part agree to pay to party of the first part the sum of Two Thousand (\$2,000.00) Dollars in cash upon the execution of this Agreement, the receipt whereof is hereby acknowledged by the party of the first part, as an advance payment, it being understood and agreed that said Two Thousand (\$2,000.00) Dollars cash advance payment is to cover the stumpage price of the timber on the Northwest Quarter of the Southwest Quarter in Section 14, Township 3 North of Range 8 East of the Willamette Meridian, and the Northeast Quarter of the Southeast Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian, which said two tracts are to be logged last, insofar as it will cover said stumpage price, as hereinabove provided for, and that any timber from said property over and above will be paid for on the regular stumpage basis herein provided for.

All logs and/or piling are to be rafted in Wind River, said logs and/or piling are to be scaled according to Columbia River Logging Scale by a scaler provided by the Columbia River Sealing Bureau, of Portland, Oregon, and the footage measurements made and computed by such scaler, and his decision in the premises shall be final, conclusive and binding upon both parties; duplicate scale sheets are to be furnished the party of the first part, and the scaling is to be done as the rafts of logs and/or piling are completed by the parties of the second part.

The parties of the second part are to commence logging operations within 90 days from the date of this Agreement, and are to prosecute said logging operations diligently and in such a manner as will cause as little waste as possible.

It is understood and agreed that the parties of the second part are to have the right to enter upon said premises and construct such logging roads as may be necessary in connection with their logging operations, said right of ways to be used exclusively by the parties of the second part.

It is further understood and agreed by the parties that the parties of the second part must remove all of said timber within 5 years from the date of this Contract, excepting as to the N.W.  $\frac{1}{4}$  of S.W.  $\frac{1}{4}$  of Sec. 14 and N.E.  $\frac{1}{4}$  of S.E.  $\frac{1}{4}$  of Sec. 15, Twp. 3 N. R. 8 E. W. M., in Skamania County, Washington, which is limited to September 27, 1942, and that on their failure so to do on or before said time, parties of the second part are to lose all interest therein, and the timber which is standing or remaining on said premises shall revert to the party of the first part herein. The parties of the second part are to have the right of way across said real property for a period of 10 years, with an option to renew said right of way for a further period of 5 years, the same to be used in connection with any other logging operations conducted by the parties of the second part in that vicinity.

The parties of the second part agree to pay all State and County taxes and all fire patrol assessments that may be levied against the timber herein contracted to be purchased from the date of this Agreement forward, before delinquency.

The party of the first part warrants that he is the owner of said timber, and that the same is free and clear of all taxes, liens and encumbrances, and that in event the parties of the second part are compelled to pay any tax, lien or claim against the said timber, now existing, that such sum or sums may be deducted from the stumpage price as herein agreed upon and to be paid by the parties of the second part. It is understood and agreed that the property lines are to be properly surveyed and the expense and cost of such survey to be paid one-half each by each of the parties hereto.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate,



this 30th day of March, 1938.

Frank Birkenfeld  
Ruth Birkenfeld  
Parties of the First Part

Olson Bros. Lumber Co.  
By Ernest Olson  
Parties of the Second Part.

STATE OF WASHINGTON, }  
COUNTY OF CLARK, } SS:

I, the undersigned authority, do hereby certify that on this 30th day of March, 1938, before me personally appeared Frank Birkenfeld and Ruth Birkenfeld, husband and wife, and Ernest Olson, to me known to be the individuals who executed the foregoing instrument, and acknowledged to me that they executed 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 the day and date in this certificate first above written.

(Notarial seal affixed)

Lloyd F. La Londe  
Notary Public in and for the  
State of Washington, residing  
at Vancouver, therein.

Filed for record May 17, 1938 at 10-30 a.m. by Grantor.

*Mabel J. Rose*  
Skamania County Clerk-Auditor

#25708

Shell Oil Co. to Edward Skelly et ux

S.S.#2358

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that SHELL OIL COMPANY, a Corporation, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, does hereby surrender, cancel and annul that certain Indenture of Lease, dated the 15th day of JANUARY, 1936, and of record in the Office of the County Recorder of SKAMANIA County, State of Washington, in Book 3 of Agreements & Leases at Page 298, records of Skamania County, and does hereby remise, release and quitclaim unto Edward Skelly and Edna E. Skelly, his wife, the Lessors of said Lease, all of the right, title and interest which it, the said Shell Oil Company, acquired by virtue of said Lease in the real property described therein, which said real property is situate in the City of North Bonneville County of Skamania, State of Washington, and is more particularly described as follows:

Beginning at a point on the Southerly line of the Evergreen Highway, which is South 1,257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22, in Township 2, North of Range 7 East of the Willamette Meridian, and running thence North 81° West, along said highway, 850 feet; thence North 79°51' West along said highway 68 feet to a point which is the true point of beginning of the track herein described; and running thence North 79°51' West along said highway 82 feet; thence South 10°9' West 49 feet 6 inches; thence South 79°51' East 100 feet; thence North 10°9' East 24 feet 4 inches; thence North 79°51' West 18 feet; thence North 10°9' East 27 feet 8 inches to place of beginning, said track being designated as parcels of lots 10 and 11, in Block 4, of the Unrecorded Plat of the Town of North Bonneville, Skamania County, Washington. Together with all buildings, improvements and equipment located on the said premises and more particularly described in Exhibit "A" attached to said lease.

IN WITNESS WHEREOF, Shell Oil Company, has caused its corporate name to be hereunto subscribed, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 16th day of May, 1938.

(Corporate seal affixed)

SHELL OIL COMPANY

By W. P. Durkee, Vice-President

By A. R. Bradley, Secretary.

Approved  
Sales Mgr. \_\_\_\_\_  
Wholesals \_\_\_\_\_  
Retail \_\_\_\_\_  
Legal D.F. \_\_\_\_\_  
Operations \_\_\_\_\_  
Detail B.I. \_\_\_\_\_