

STATE OF CALIFORNIA)
CITY AND COUNTY of San Francisco) ss.

On this 16th day of May, in the year One Thousand Nine Hundred and Thirty Eight before me, E. A. Bering, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared W. P. Durkee, and A. R. Bradley known to me to be the Vice President and Secretary, respectively, of SHELL OIL COMPANY, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Notarial seal affixed)

E. A. Bering
Notary Public in and for the
City and County of San Francisco,
State of California.
My commission expires December
31st, 1938.

Filed for record May 27, 1938 at 11-05 a.m. by Grantor.

Mabel J. ...
Skamania County, Clerk-Auditor

#25957

M. Lodge #172, I.O.O.F. to Ross E. Humphreys

Know all men by these presents that Mountain Lodge No. 172, Independent Order of Odd Fellows of Stevenson, Washington, a corporation, party of the first part, for and in consideration of the rentals to be paid as hereinafter provided, does hereby lease and let unto Ross E. Humphreys, party of the second part, for the terms of five (5) years from October 1, 1937, the following described real property in Skamania County, Washington, to-wit:

Commencing at a point 680 feet West of the East line of Lot 12 Section 36 Tp. 3 N. R. 7 1/2 E.W.M., thence westerly along the southerly line of the S. P. & S. Railway to the easterly fence line of the I. O. O. F. Cemetery, thence southerly along the fence line as now established to ordinary high water mark of the Columbia River, thence Easterly along the ordinary high water mark of the Columbia River to a point which is South 7° East of the place of beginning, the said point being also the Southwesterly corner of that tract of land heretofore leased to Wind River Lumber Company, thence North 7° West to the point of beginning. Excepting therefrom that portion occupied by graves together with the plat of ground above said graves 35 by 35 feet in extent.

Reserving and excepting, however, an easement over and across the said property to be selected by the party of the first part in the westerly end thereof for access from the county road to other property owned by the party of the first part contiguous to the property above described. Said easement shall be of sufficient width for convenient use as a road and shall carry with it the right of access to and over any crossing from the property above described over the railroad right-of-way. Reserving and excepting also another entrance across the railroad at some point on the northerly boundary line of the above described property to be selected with the approval of the railroad company, together with an easement for road herefrom to property of the lessor lying westerly of the tract hereby leased.

The party of the second part promises and agrees to pay as rental therefore the sum of Twenty-five (\$25.00) Dollars per annum, payable in advance on the 1st day of October, of each year of said term.

The Lessee further promises and agrees that he will seasonably pay all taxes which shall be assessed against the improvements placed upon said real property and that in event of such improvements shall be assessed as a part of the reality he will pay taxes thereon in proportion to the extent that he would be compelled to pay were the property separately assessed.

The lessee shall have the right to cut and remove such trees, and underbrush as may be necessary for the use of said property, for his necessary buildings, docks, roadways

and usual incidentals to his business.

It is understood and agreed that the party of the first part has granted to the United States of America an easement for flowage caused by the back water of the Bonneville Dam over and upon the premises above described and that this lease is given subject to all the terms and conditions thereof and to all the rights, privileges and easements granted thereby. The party of the second part promises and agrees to comply with all laws, rules and regulations now in force and effect or which may hereafter be in force and effect on the part of the United States government or the administrator of the Bonneville Dam with reference to the area affected by such flowage.

The party of the first part grants to the party of the second part an option to renew this lease for a further period of 15 years at the same rate of rental and under the same terms and conditions as provided herein. Notice of the election of the party of the second part to exercise this option shall be given in writing to the party of the first part at least thirty (30) days before the expiration of the term herein provided.

All buildings and re improvements placed upon the property above described shall remain the property of the lessee and shall be removed from said property upon expiration of the term herein provided or upon cancellation of this policy from any cause.

The party of the second part promises and agrees that at the end of the term aforesaid or upon sooner termination of this lease from any cause he will quit and surrender said premises in as good condition as the same is received, ordinary use and wear excepted.

In Testimony Whereof the party of the first part has caused these presents to be duly executed in duplicate by its lawfully authorized officers this 6th day of October, 1937.

Mountain Lodge No. 172,
Independent Order of Odd Fellows,
Stevenson, Washington.

By B. T. Billington, Noble Grande

Attest: T. E. Hooker, Secretary

Trustees:

G. H. Erdman
Ed Krause
H. I. Lillegard
Party of the First Part.

Ross E. Humphreys
Party of the Second Part.

(Corporate seal affixed)

STATE OF WASHINGTON)
County of Skamania) ss.

On this 6th day of October, 1937, before me personally appeared B. T. Billington and T. E. Hooker to me known to be the Noble Grand and Secretary of said corporation that executed the within and foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and the said Secretary on oath stated that he was authorized to execute said instrument, and that the seal affixed 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.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington
residing at Stevenson therein.

Filed for record June 10, 1938 at 2-40 p.m. by Martha L. Keith.

Martha L. Keith
Skamania County Clerk-Auditor