

#29509

L. B. Johnston et ux et al to C. J. Elach.

THIS AGREEMENT made and entered into by and between L. B. JOHNSTON and VIOLET JOHNSTON, husband and wife, and ROY H. DOBBS and VETTA M. DOBBS, husband and wife, both of Clark County, State of Washington, hereinafter called LESSORS, and C. J. ELTON of Portland, Multnomah County, Oregon, hereinafter called LESSEE:

WITNESSETH:

WHEREAS, the LESSORS are the owners of the following described property situated in Skamania County, State of Washington, to-wit:

Lot No. 1, in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 17, Township 1 N. R. 5 E.

Lot No. 3 in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, Township 1 N. R. 5 E.

Lot No. 1, in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 16, Township 1 N. R. 5 E.

and

WHEREAS, all of the above described real property is situated along the northerly side of the Columbia River and contiguous to the right-of-way of the Spokane, Portland & Seattle Railway Company and consists of river frontage, rocky bluffs and promontories, and;

WHEREAS, lessee desires to develop a commercial stone quarry on the above described property and the lessors have agreed to lease the quarry rights with appurtenant easement or easements that may be necessary or proper in developing a stone quarry and in working the same,

NOW, THEREFORE, in consideration of the premises and in further consideration of the money heretofore expended by the lessee in investigating said property and in partially developing a stone quarry, and in further consideration of the payments to be made by lessee to the lessors as hereinafter mentioned,

IT IS HEREBY AGREED AS FOLLOWS:

1. That the lessors do hereby lease and let unto the lessee the property hereinabove described for the purpose of developing a commercial stone quarry and selling stone therefrom, for a period of ten (10) years from the 20th day of December 1939 to and including the 20th day of December, 1949.

2. That the lessee shall pay unto the lessors for all rock used commercially or rock sold by the lessee, a royalty of 3¢ per cubic yard; the lessee shall advance unto the lessors against said royalty the sum of \$500.00 and an additional sum of \$500.00 as follows: \$150.00 on the 1st day of December 1940; \$150.00 on the 1st day of December 1941; \$150.00 on the 1st day of December 1942; and \$50.00 on the 1st day of December 1943. Against said sum of \$1000.00 there shall be charged to the lessors and credited to the lessee, at 3¢ per cubic yard, all rock used commercially or sold by the lessee from said quarry until sufficient rock has been used commercially or sold by the lessee, figured at the royalty of 3¢ per cubic yard, to make up and exhaust said sum of \$1000.00: the lessee shall then pay unto the lessors 3¢ per cubic yard for all rock which may be used commercially or sold by the lessee, payment for the same to be made at Camas, Washington on or before the 20th day of each month for the rock used commercially or sold by the lessee the previous month.

3. It being necessary that the lessee, to obtain a right of way over the railway track of the Spokane, Portland & Seattle Railway, to agree to remove certain rock bordering the right-of-way of said Spokane, Portland & Seattle Railway Company, and such rock so removed by the lessee shall not be considered as part of the rock owned by the lessors and shall not be included with any rock of the lessors, neither shall the same be paid for by the lessee.

4. All improvements placed upon the above described premises by the lessee, together

with all machinery, equipment, docks, wharfs, crossings, camp and structures of whatsoever nature shall belong to the lessee and after the termination of this lease the lessee shall have, without charge, six (6) months therefrom in which to remove the same.

5. That the lessors shall pay when due and before delinquency, all taxes and assessments of every kind and nature against the above described real property, and that if there is a mortgage now upon said real property that the lessors will fulfill all the terms and conditions of said mortgage and if the lessors shall fail or neglect to pay said taxes or assessments, or shall fail to keep and perform any or all of the conditions of said mortgage, if any, then the lessee may pay said taxes and assessments and make such payments upon said mortgage, either principal or interest, as may be necessary to keep the same in good standing, and such sum or sums paid by the lessee may be withheld by the lessee from such sums as may become due the lessors on account of the rock used or sold by the lessee.

6. The lessors do hereby give and grant unto the lessee the exclusive right to quarry rock upon the above described premises and such easement or easements over and upon said property as the lessee may deem necessary, proper, or convenient for the purpose of developing and/or operating said quarry and selling the rock.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in triplicate this 20th day of December, 1939.

L. B. Johnston	(SEAL)
Violet Johnston	(SEAL)
Veta M Dobbs	(SEAL)
Roy H. Dobbs	(SEAL)
Lessors	
C. J. Eldon	(SEAL)
Lessee	

STATE OF OREGON }
County of Multnomah } ss.

BE IT REMEMBERED, That on this 20th day of December, 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named C. J. ELDON who is known to me to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affix)

Ruby Yerrington
Notary Public for Oregon.
My Commission expires: June 23, 1942.

Filed for record October 18, 1940 at 3-00 o'clock p.m. by Grantee.

Mabel J. Hase
Skamania County Auditor.

#29568

C. W. Riddell to John L. Buckholz

THIS AGREEMENT, BETWEEN C. W. Riddell hereinafter termed the Lessor and John L. Buckholz hereinafter termed the Lessee

WITNESSETH, That the said C. W. Riddell Lessor for and in consideration of the covenants of said lease herein mentioned, doth hereby lease unto the said John L. Buckholz Lessee his executors or administrators from the Fifteenth day of November in the 1939 until the Fifteenth day of November in the year 1949 with privilege of renewal for equal tim