

LEASE, DEMISE and LET UNTO Ohmer Ohnemu of Underwood, Washington, Lessee

All that portion of the Susan Counts Place, lying north of the U. P. & S. Railroad tracks, containing 40 acres more or less, said place lying in Skamania Co. about 2 miles west of the town of Underwood, State of Washington.

To Have and To Hold, for the term of one year to-wit: from the 1st day of March, A. D. 1941, to the 1st day of March, A. D. 1942, yielding and paying therefor the rent of Twelve 00 Dollars, lawful money of the United States of America; and the said lessee promises to pay the said rent in such money, as follows, to-wit: Thirty-six dollars per quarter in advance, plus the reseeding of approximately 2 acres of alfalfa ground, to quit and deliver up the premises to the lessor or their agent or attorneys peaceably and quietly at the end of the term, in as good order and condition (reasonably use and wear thereof, and damage by the elements excepted) as the same are now or may be put into, and to pay the rent as above stated during the term, also the rent as above stated for such further time as the lessee may hold the same, and not make or suffer any waste thereof, nor lease or underlet, or permit any other person or persons to occupy any portion thereof, or improve the same, or make, or suffer to be made, any alteration therein, but with the approbation of the lessor thereto, in writing, having been first obtained and the lessors may enter to view and make improvements, and to expel the lessee if he shall fail to pay the rent as aforesaid, or make or suffer any strip or waste thereof.

And should default be made in the payment of any portion of said rent when due, and for 10 days thereafter, the said lessor, agent or attorney may re-enter and take possession, and at their option terminate this lease.

Signed, sealed and delivered
in the presence of

Mrs. W. D. Lucas (seal)
Mrs. George Johnson (seal)
Myra Wallace (seal)
Jessie Cheshier (seal)
Ohmer Ohnemu (no seal)

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss Personal certificate of acknowledgment.

This is to certify, that on this day personally appeared before me Mrs. W. D. Lucas, Mrs. George Johnson, Myra Wallace and Jessie Cheshier to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed 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 11 day of Feb., A. D. 1941.

(Notarial seal affixed)

C. W. Cordier
Notary Public in and for the State of
Washington, residing at Underwood. My
commission expires on the 29 day of Nov.,
1944.

Filed for record February 15, 1941 at 11-20 a.m. by Mrs. W. D. Lucas.

Mabel J. Jasse
Skamania County Auditor.

#30039

Erick Enquist et ux to Pacific Bldg. Materials Co. et al

Know all men by these presents: That Erick Enquist and Annie Enquist, husband and wife, for and in consideration of the sum of Five Hundred Dollars (\$500.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, and by these presents do hereby grant, unto Pacific Building Materials Company, and Portland Gravel Company, both Oregon corporations, the privilege of removing sand, gravel and rock for the period of ten (10) years from January 1, 1941, subject to the conditions and provisions herein-

after set forth, from those certain lands and premises belonging to the said owners, Erick Enquist and Annie Enquist, and situated on an island in the Columbia River, and known as Lots 6 and 7, in Section 25, Township 2 North, Range 6 East of the Willamette Meridian, in Skamania County, State of Washington, and also the shore lands opposite, or in front of and abutting upon said Lots 6 and 7, being the land between high and low water, owned by the said owners.

Said corporations, purchasers above named, for the right to remove said sand, gravel and rock, shall pay to said owners five (5) cents per cubic yard for all sand, gravel and rock removed from said premises; said payment to be made between the first and tenth of each month for all sand, gravel and rock removed during the preceding month.

The said corporate purchasers shall keep an accurate record of all sand, gravel and rock removed from said premises, and the books, records and accounts of said corporate purchasers shall be open, at all times, to the inspection of said owners for the purpose of determining the amount of sand, gravel and rock so removed.

During the period said right to remove said sand, gravel and rock is in force, the said owners shall pay the taxes on said land, and said corporate purchasers shall pay the taxes on all machinery, installations, buildings, equipment and other erections placed on said property, and said corporate purchasers shall further be responsible for all damages to the persons and property of others arising in connection with the removal of said sand, gravel and rock, or any other act or thing done by them in connection therewith, and shall hold said owners free from all loss, cost, injury or damage to the person or property of others arising in connection with said removal of said sand, gravel and rock, or any other act or thing done by them in connection therewith.

During the continuation of said right to remove said sand, gravel and rock said corporate purchasers shall have the right to the possession of said above described real property, and said right of occupancy shall be used only for the purpose of removing said sand, gravel and rock, and the matters and things incidental thereto.

In carrying out the removal of said sand, gravel and rock the same shall be done according to accepted and usual practice, and said corporate purchasers will not do, or permit anything to be done which will occasion any damage or injury to said land, save and except only the removal of said sand, gravel and rock.

In carrying on said sand, gravel and rock removal operation said corporate purchasers shall comply with all laws and lawful regulations of the United States of America, the State of Washington, and all other governmental agencies and departments, and will save the owners harmless from all loss, cost, injury or damage arising out of, or incidental to the carrying on of said sand, gravel and rock business.

At the end of each annual period, to wit: on December 31 of each of said ten years, there shall be an accounting between the parties hereto, or the corporate successor of said corporate purchasers, and in the event the amount of sand, gravel and rock removed and paid for at said 5¢ per cubic yard has not amounted to \$500.00 for such annual period, and if that amount has not been paid to the owners during said period, then said corporate purchasers shall pay a sufficient amount so that the total paid for each such annual period will amount to not less than \$500.00; but if the amount removed should exceed \$500.00 in any annual period, computed on the 5¢ per cubic yard basis, said corporate purchasers shall pay the full amount at said rate.

All of the obligations herein placed upon and assumed by said corporate purchasers, shall continue against each and both thereof during the entire term of this contract, and

until all obligations thereunder have been paid, and said corporate purchasers are hereby granted the right to organize a corporation for the operation of the enterprise hereinabove mentioned for the removal of said sand, gravel and rock, and the owners hereby consent to one assignment of this agreement to such a corporation owned or controlled by said corporate purchasers, but such assignment shall not release the corporate purchasers from their responsibility hereunder, but they shall continue liable jointly and severally under the terms of this contract, and such assignment to said new corporation shall also obligate said assignee to fully keep and perform all of the obligations of the corporate purchasers under the terms of this contract.

At the end of this contract the said corporate purchasers shall remove their plant and equipment. All buildings placed on said premises by said corporate purchasers, in connection with the said right to remove said sand, gravel and rock shall become a part of said real property and be the property of said owners.

Whenever the context hereof will permit, any reference herein to said "corporate purchasers" shall also include said "corporate assignee".

The \$.05 per cubic yard royalty in this agreement retained shall be paid on material removed and sold as raw material and on all gravel, sand and rock processed through the plant located on the premises. The yardage for royalty payment shall be measured by barge or truck measurement whichever method is used for its original removal. The portion of the raw material unfit for processing or sale shall be deducted from the total raw material excavated. The computation shall be upon the basis of said sand, gravel and rock before the same has been manufactured, and the owners shall not be entitled to any increased value due solely to the fact that such raw material has been manufactured.

If it is necessary to remove material to stock piles on the high part of the island to insure continuous operation of the plant through any annual high water period, the royalty due for this material shall not be paid until said raw material has been put through the plant and is ready for sale, or September 1st following said removal, whichever occurs first. All material in any such stock pile shall be the property of the owners herein until they have been paid for all of their material which has been removed to and placed in said stock pile, including an equivalent in yardage equalling any deficiency herein provided for. At least 50% of all material placed in any stock pile shall be taken from the property of the owners herein.

If at the termination of this contract any material belonging to the owners shall remain in any such stock pile, the owners shall have the right to remove the same, and in said connection have free passage over the property of the corporate purchasers, or their corporate assignee, together with the right to use any of their machinery or installations necessary to process, remove, load and market the same. The aforesaid rights shall terminate at the end of sixty days after the termination of this contract, but title to said material shall remain in the owners.

As one of the material considerations of this lease and without which the owners would not have entered into the same, the corporate purchasers agree that so long as there shall exist marketable sand, rock or gravel upon the leased premises, they will excavate from said leased premises at least 50% of their market requirements from the gravel plant on said Pierce Island and in the event of their failure so to do will pay the owners a royalty upon the amount removed, and also upon such deficiency.

The amount of deficiency is to be determined and paid at the end of each of the first nine years, and if during the tenth year there is such a deficiency the same shall be

offset against the deficiencies paid during the preceding years, up to the amount thereof. Nothing herein provided however, shall relieve the corporate purchasers from their obligation to pay the minimum payment of at least \$500.00 per year. The \$500.00 paid as a consideration for this agreement shall be applied in payment of the first monies coming due hereunder.

The owners of the leased premises hereby give and grant to the corporate purchasers above named the sole and exclusive right and option to purchase the leased premises at any time during the term of one year beginning April 1, 1941, for the sum of \$12,000.00 to be paid as follows: The sum of \$5,000.00 in cash at the date of the exercise of the option, at which time, the owners shall give to the corporate purchasers a warranty deed to the premises conveying the same free and clear of all incumbrances including current taxes and the corporate purchasers shall execute and deliver to the owners their promissory note for the sum of \$7000.00 payable five years after date with interest at the rate of 5% per annum, which said note shall be secured by a first mortgage upon the premises described in the warranty deed above mentioned.

The right to purchase the premises hereinbefore granted shall be extinguished in the event of the exercise by the United States of its right of Eminent Domain, or the State of Washington, or any other public or other body, or corporation having the Power of Eminent Domain.

Said owners shall have the right and privilege, either in person, or through a duly appointed representative, to keep a complete check at all times, or at any time, on the ground of the operation of said sand, gravel and rock producing business, and for that purpose may maintain a suitable residence on said property with the right of ingress and egress for said purpose, and also the right to go upon said property at any time for the purpose of gathering any information essential or helpful in determining the amount of such sand, gravel and rock removed from said premises.

This agreement grants no interest in, nor right or title to said premises, other than the right of occupancy, and the right of removal of said sand, gravel and rock during said period, and conditioned upon the payments being made and this contract otherwise performed as herein provided.

In the event said corporate purchasers shall fail, for the period of thirty days after the expiration of any annual period, to pay at least \$500.00, either for sand, gravel and rock removed, or for the right to remove the same during the preceding year, then, at the option of the said owners, all rights hereunder belonging to them shall be at an end, and said corporate purchasers shall immediately pay all money due or to become due to said owners, and thereupon, shall remove from said premises their machinery, equipment and other installations placed thereon belonging to them, having first paid, or secured the payment of all unpaid taxes assessed on account of installations placed on said property by the corporate purchasers.

All buildings placed on said premises by said corporate purchasers in connection with said the right to remove said sand, gravel and rock shall become a part of said real property and be the property of the owners.

In the event the United States of America, the State of Washington, or any other public or other body, or corporation, having the power of Eminent Domain shall acquire any part of said premises, or any right or title thereto, or appertaining thereto, then, the rights granted hereunder shall terminate insofar as they conflict with the rights acquired under said right of Eminent Domain, without any right of reimbursement, or claim for damages to

said corporate purchasers, and said owners reserve the right, without the consent of said corporate purchasers, to make any settlement, adjustment, or compromise agreeable to them, with the United States, the State of Washington, or any other corporation or organization having power of Eminent Domain, and acquiring said property, or any interest therein.

The corporate purchasers, and/or their corporate assignee, shall not be liable for the wrongful acts of the owners, their agents, or representatives.

The rights granted to the corporate purchasers herein are exclusive so long as the said corporate purchasers, and/or their corporate assignee, fully perform the provisions of this contract.

IN TESTIMONY WHEREOF, the individual owners have executed this instrument, and the corporate purchasers have also caused this instrument to be executed by their officers therein duly authorized, all on this 3d day of Feb., A. D. 1941.

Erick Enquist
Annie Enquist

Owners

(No corporate seal affixed)

Pacific Building Materials Company
By Frank Penepacker, Vice-President
Attest Harry L. Raffety, Secretary

(No corporate seal affixed)

Portland Gravel Company
By H. F. Puariea, President
Attest G. O. Fenlason, Secretary

Filed for record March 18, 1941 at 8-30 a.m. by Raffety and Pickett.

Mabel C. Case
Skamania County Auditor.

#30040

Pacific Bldg. Materials Co. et al to
Pierce Island Gravel Co.

Know All Men by These Presents: That Pacific Building Materials Company, an Oregon corporation, and Portland Gravel Company, an Oregon corporation, in consideration of the sum of Ten (\$10.00) Dollars to them in hand paid by Pierce Island Gravel Company and other good and valuable consideration to them unto moving from said Pierce Island Gravel Company have sold, assigned and transferred to Pierce Island Gravel Company all of their right, title and interest in and to that certain contract and lease permitting them to excavate sand, gravel and rock from that portion of Pierce Island, in the Columbia River, in Skamania County, State of Washington, known as Lots 6 and 7, in Section 25, Township 2 North, Range 6 East of the Willamette Meridian and also the shore lands opposite, or in front of or abutting upon Lots 6 and 7, being the land between high and low water mark owned by Erick Enquist and Annie Enquist. This assignment carries with it all right, title and interest which the undersigned have in and to the real property above described by virtue of the terms of said contract and is a full assignment of said contract and all of the rights of Pacific Building Materials Company and Portland Gravel Company thereunder, and the said Pierce Island Gravel Company by the acceptance of this assignment and the excavation of gravel from said premises does hereby assume and agree to perform all of the obligations and make all the payments which Pacific Building Materials Company and Portland Gravel Company have undertaken by the terms of said contract and in all respect hold them harmless on account thereof. The contract referred to is dated the 3rd day of February, 1941.

In Witness Whereof, Pacific Building Materials Company and Portland Gravel Company, pursuant to authority of their respective Boards of Directors, have caused these presents to be executed in their name and in their behalf by their respective corporate officers.