

This lease may be sub-rented or transferred at any time upon proper notification to the first party on the same lease conditions.

All the foregoing stipulations herein contained shall be mutually binding on administrators, heirs, and assigns of the parties hereto.

Signed Hattie L. Brown
first party.

Witness:

Signed Bert W. Jenkins
second party.

Donald A. Brown

Filed for Record October 10, 1944 at 10-30 o'clock A.M. by Grantee

Mar. J. Jones by Russ A. Michael Rep.
Skamania County Auditor

#33646

Mike Koltch et al. to H. & M. Logging Co.

Agreement:

Between Mike Koltch and Otto G. Winter as parties of the First part and H. & M. Logging Co., Maynard W Jones Mgr. as Parties of the second part: To join in logging and selling of logs.

Parties of the First part are the owners of a certain tract of timber; Located on the following described property, which is covered by an agreement made and entered into the 14th. day of June, 1944 by and between Mary G. Ryan and James J. Ryan, her husband, Parties of the First part, and Damon L Leonard, Party of the Second Part. Which agreement is now owned by Mike Koltch and Otto G. Winter.

Witnesseth:

The Parties of the First Part are now owners of certain timber consisting of the timber on N. E. $\frac{1}{4}$ and the East $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Section 2 Township 1 North, Range 5 East, Willamette Meridian in the County of Skamania, State of Washington. The Party of the Second part desires to log timber from a portion of said property hereinafter described.

The East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 2 Township 1 North, Range 5 East, Willamette Meridian;

Also the portion of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said section lying Northerly and Easterly of that certain cliff which approximates the Southerly and Westerly boundaries of the Southwest $\frac{1}{4}$

Also the portion of the N. W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said section lying Easterly of a line following the bluff and major slope from the S.W. corner of said N.W. $\frac{1}{4}$ to the N.E. corner thereof and excluding therefrom all timber lying below the line of said bluff and major slope.

Second party shall have the right of ingress and egress on all existing roads and rights of way on the property of the First Parties and the Second Party shall have the further right to construct and use any and all other roads on the property necessary or convenient and use any and all other roads now existing on property in connection with his said logging operation; provided however, that in the event it is necessary to remove or destroy any timber on the property other than that herein conveyed, the Second Party shall pay the First Party due compensation therefor.

The Second Party shall log said timber in an efficient manner to the end that all merchantable old growth timber shall be removed from the premises and will so carry on his logging operations as to avoid injury or damage by fire or otherwise to the property of the First Parties and adjoining properties and in that connection the Second Party

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agrees to comply with all of the laws and regulations relating to fire hazards of the State of Washington, the United States or any other Governmental authority and will at all times conduct his operations with reasonable care in the matter of starting fires, putting out fires and/or the creation of fire hazards.

The term of this agreement shall be for two years from date hereof; provided, however, that if the Second Party shall be forced to curtail or suspend logging operations hereunder because of public regulation labor controversies or other causes beyond his control, then he may, at his option, by declaration in writing delivered to the First Parties, extend the term of this agreement for the period or periods of such curtailment or suspension.

Under the terms of this agreement, all timber remaining on the premises hereinbefore described shall revert to and revest in the First Parties and in such event the Second Party releases all rights and claim to any interest therein.

The Party of the Second part agrees to dump said logs described herein into Columbia River, raft same in rafts to be scaled by a West Coast Association scaler or a O.P.A. approved scaler. Rafts to be made up in such a manner that they are towable on said Columbia River, Said logs to be sorted and graded as to bring maximum prices as to peelers, saw logs, and pulp logs. Or dumped in any previous agreed upon dump of any Saw Mill or Pulp Mill.

It is further agreed as to sale and proceeds of said logs. First Party to receive 35% of the gross sale of all logs sold. Second Party to receive 65% of the gross sale. Up to the time that First Party shall have been payed and received the sum of Ten Thousand Dollars (\$10,000:00). After the Parties of the First Part have received \$10,000:00 the Parties of the Second Part shall receive Fourteen Dollars (\$14:00) per. thousand B.F. first. All Proceeds of sale above \$14:00 per. M.- B.F. shall then be divided Fifty-fifty or even between the Parties of the First and the Parties of the Second Part. All scale used to be the Association Scalers, scale of logs in raft or at Mill.

It is further agreed that when rafts are made up and scaled they are to be sold according to O.P.A. regulations or the highest bidder if possible. In event that parties of the First Part desire for reason of their own not to sell or have rafts sold when scaled they may pay Party of the Second Part the 65% of the value of said rafts under the O.P.A. ceiling. In the event Second Parties wish to draw money to meet Payroll or other unforeseen expenses on scaled rafts of logs unsold in the river they may do so. Parties of the Second Part shall have the right to log any of the said timber. However whenever logging is done, they shall log clean and take all Marketable logs. Parties of the Second Part further agree to average at least 20 M- B.F. per. day and shall try to do more if possible. And continue to operate and log steady if possible. In an event of a shut down, if it is deemed^{im} possible as to weather conditions, labor trouble, or any act of God beyond there control it shall be permissable. It is further agreed by Parties of the Second Part to operate at all times in accordance and within the laws of the State of Washington, it's regulations and the regulations of the United States, To keep all records as prescribed by law. To pay all assessments and taxes of State and Federal Agencies ect. as required by law to hold Parties of the First Part clear and free of any obligations, assessments, or fines contracted or imposed upon during said operation. To have at all times records of employes and said operation open for inspection by Parties of the First Part, and State and Federal personal.

Second Party further agrees to at all times keep and retain a truck scale and count

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of all logs delivered, to be used in checking rafts. To allow parties of the First Part ingress and ingress to the premises also observation of said operation at any and all times. To brand and mark all logs if logs are to be rafted in a mixed raft.

Mike Koltsch

W--

Otto G. Winter

Annie E. Jones

Parties of the first part

Hulda Winter

H. & M. Logging Co.

Dated at Milwaukie; Ore.
September 12, 1944

M. W. Jones
Parties of the Second Part

Filed for Record October 13, 1944 at 10-00 o'clock A.M. By M. W. Jones

Make J. Lane
Skamania County Auditor
W. H. A. Mitchell

#33743

Shell Oil Company to The Public

Quit Claim Deed

Know all Men By These Presents: That Shell Oil Company, Incorporated, 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 11th day of September, 1939, a memorandum of which is of record in the Office of the County Recorder of Skamania County, State of Washington, in Book 3, Page 398, Agreement & Lease (Records) and does hereby surrender, cancel and annul that certain Modification of Lease Agreement, dated the 30th day of December, 1941 which is of record in the Office of the County Recorder of Skamania County, State of Washington, in Book 3, Page 432, Agreement & Lease Record; and does hereby remise, release and quit claim unto the persons entitled thereto, all of the right, title and interest which it, the said Shell Oil Company, Incorporated, acquired by virtue of said Lease and said Agreements in the real property described therein, which said real property is situate in the City of Underwood, County of Skamania, State of Washington, and is more particularly described as follows:

"A portion of Lot 1, Block 1, Underwood Townsite described as follows: Commencing at a point formed by the intersection of the easterly line of Underwood Road and the northerly line of the State Highway; thence northerly along the easterly line of Underwood Road a distance of 42'6" to a point; thence at right angles easterly 17 feet to a point; thence at right angles southerly and parallel with the easterly line of Underwood Road 31'3" to a point; thence at right angles easterly 35'6" to a point on the easterly boundary line of Lot 1; thence southerly along the easterly boundary line of Lot 1, 32'6" to a point on the northerly line of the state highway; thence Westerly along the northerly line of state highway 54' to the point of beginning. Together with that portion of the building and improvements located on the demised premises used for the storage and sale of petroleum and accessory supplies for automobiles and specifically the following equipment: 2-Wayne computer pumps; 1-Tokheim visible pump; 1-Bowser blind type pump; 5-Gasoline tanks; 8-30 Gal. lubsters; 1-1/2 H.P. Brunner Air compressor; 1-25# grease Pak."

In Witness Whereof. Shell Oil Company, Incorporated, has caused its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 26th day of October, 1944.

Shell Oil Company, Incorporated

(Corporate Seal)

By L. G. McLaren
Vice President

By A. R. Bradley
Assistant Secretary

State of California)
City and County of San Francisco.) ss.

On this 27th day of October in the year One Thousand Nine Hundred and Forty Four