

#35939

Carson Lumber Company to State Director of Fisheries & Game

Agreement.

This Agreement, made this 11th day of September, 1946, by and between Carson Lumber Company, a corporation organized and existing under and by virtue of the laws of the State of Washington, and the Directors of Fisheries and Game hereinafter called the "State", Witnesseth:

Whereas, on the 3rd day of January, 1916, an agreement was made and entered into by and between Skamania Boom Company, a corporation then organized and existing under^{and} by virtue of the laws of the State of Washington, and the then Fish Commissioner of the State of Washington, which said agreement is recorded in the office of the Auditor of Skamania County in Volume 2 of Deeds at page 362 and is incorporated in this agreement by this reference as though fully set forth herein.

Whereas, The Company is the successor in interest of Skamania Boom Company and owns all the interest in said agreement and the dam in Wind River described therein, which was formerly owned by Skamania Boom Company.

Whereas, the State has determined that said dam is harmful to the fish life of Wind River and that a fish ladder thereon is not feasible.

Now Therefore, it is agreed as follows:

1. The Company will completely remove said dam from Wind River to the satisfaction of the Fisheries Department of the State prior to October 1, 1946.
2. The aforesaid agreement of January 3, 1916, is, by virtue of the mutual covenants herein contained, hereby completely abrogated, rescinded, annulled, and cancelled.
3. The company is not precluded from building another dam on Wind River or its tributaries subject to, and in compliance with, all applicable laws of the State of Washington.
4. The Company specifically assumes all responsibility for, and all liability of any kind that may result from the removal of the dam and the release of the waters now held thereby, and agrees to hold the State harmless from any such liability, if any.
5. Immediately after the performance, by the Company, of the covenants hereinabove set forth, the State will, in consideration and full payment therefor, pay to the Company the sum of Two Thousand Five Hundred Dollars (\$2,500.00).
6. Both parties agree that, by virtue of this instrument, the Company will be an independent contractor, and not an employee of the State.

In Witness Whereof, the Company has executed this agreement by and through its president and secretary, respectively, and the State has done likewise by its Director of Fisheries and Director of Game, this 11th day of September, 1946.

(Corporate seal affixed)

Carson Lumber Company
By H. E. Tenyler, President
By E. N. Eisenhower, Secretary

State of Washington
By Milo Moore, Director of Fisheries
By Dan W. Clarke, Director of Game

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss

On this 11th day of September, 1946, before me personally appeared H. E. Tenyler and E. N. Eisenhower to me known to be the president and secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged said 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 they were 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)

L. G. Langton
Notary Public in and for the State of
Washington residing at Tacoma. My
commission expires Nov. 6, 1946.

Filed for record September 27, 1946 at 9-00 a.m. by Grantee

Mable O. Fraser
Skamania County Auditor

#35991

E. D. Grove to R. M. Hegewald

Portland, Oregon
October 8, 1946.

Mr R. M. Hegewald
Stevenson Lumber Company
Stevenson, Washington.

Dear Mr. Hegewald:

This letter will serve to confirm the fact that I have today assigned to you ownership of the standing and felled timber located on real property described as:

South Half of the North half and the Southeast quarter of Section Twenty-five (25), Township Three (3) North, Range Six (6), East, Willamette Meridian, Skamania County, Washington.

The timber sold to you does not stand on all of the lands above described but only on portions thereof.

Under the terms of the original contract, dated September 15, 1942, whereunder you undertook to purchase the timber above referred to, you were required to remove all of such timber in two years following December 31, 1944. By modification of the original agreement of September 15, 1942, dated November 30, 1943, to which modification agreement Wheeler Osgood Sales Corporation was additional party, you were granted three years from December 31, 1945 to remove such timber upon terms and conditions as stated in such modification agreement.

You have now paid for all of such timber in full according to cruise made as provided in the original agreement and the modification thereof.

It is my understanding that you desire additional time in which to cut and remove the timber for which you have paid.

You are hereby extended a period of ten years from and after October 10, 1946, in which time you may cut and remove the timber belonging to you upon the lands above described. Such right is extended to you in consideration of your agreement, to which you here add your consent and approval, that you will pay the taxes accruing and charged as a lien against the lands and timber above described and referred to, as such taxes shall fall due and become payable and before the same become delinquent, until such time as you have removed the last of your timber. Failure on your part to pay such taxes shall effect revocation of the right hereby accorded you.

Your payment of the taxes above referred to will be the sole consideration for the right to remove timber, hereby accorded you. and no payment of other nature will be required of you on account of your failure to remove the timber at this time or ^{at} any time within the ten years hereby accorded you.

Yours truly
E. D. Grove
October 8, 1946

I hereby accept the above offer and promise and agree to pay the taxes above provided