

Book "3" of Agreements & Leases

AGREED TO:

George Laxson
George Laxson

Geo. W. Golden
Geo. W. Golden

Mutual Lease Extension Letter

S-459-2 (5-45)

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

On this 6th day of February, in the year 1947, before me, the undersigned, a Notary Public in and for said City and County and State, personally appeared W. G. Watson, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of Standard Oil Company of California, a corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as attorney in fact.

Chalmer Munday

(Notarial Seal Affixed)

Notary Public in and for the City and County of San Francisco, State of California.

My commission expires Oct 29 - 1949

STATE OF WASHINGTON,)
County of Skamania) SS.

BE IT REMEMBERED, that on this 18th day of October, A.D. 1946 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named George Laxson and George W. Golden who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

R. M. Wright

(Notarial Seal Affixed)

Notary Public for Washington
Residing at Stevenson.

Filed for record February 21, 1947 at 1-35 p.m. by Standard Oil Company.

John C. Watson
Skamania County Auditor

#36390

William J. Wineberg et al to Rudolph Hegewald

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1. day of May, 1943, between William J. Wineberg and Stephan B. Kahn, hereinafter called SELLERS, and Rudolph Hegewald, hereinafter called PURCHASER, Witnesseth:

WHEREAS, Sellers have entered into a contract with Skamania County, Washington to purchase the tract hereinafter described, and

WHEREAS, Purchaser desires to purchase and log all of the accessible merchantable timber thereon, Now, therefore, the parties hereto covenant and agree as follows:

1, The Sellers agree to sell and Purchaser agrees to purchase all of the merchantable timber of every specie which is accessible, now standing or being on the following described real property:

All of Section 32, except the Southwest Quarter of the Southeast Quarter, in Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

2. Purchaser agrees to pay, and the Sellers agree to accept, as consideration for said timber the sum of Two (\$2.00) DOLLARS per thousand feet, stumpage, for all logs cut

or removed from said tract, payment to be made in the following manner: ONE HUNDRED (\$100.00) DOLLARS upon the execution of this agreement. Purchaser further agrees to cut and remove and pay for at the above rate at least three million feet during the year 1944 and an additional three million feet during the year 1945. On September, 15, 1945, if Purchaser has not by that time cut and removed all merchantable timber that is accessible, he shall have the same cruised by a cruiser acceptable to both the parties hereto (who shall be paid by Purchaser), and Purchaser shall pay for all of the remaining timber at the same rate of TWO (\$2.00) DOLLARS per thousand feet, and such final payment shall be paid to Sellers not later than July 15, 1946.

3. Payment on all logs shall be made within ten days after the timber is scaled, which shall be done according to present methods used or hereafter adopted for use in the Columbia River. Provided, however, that no logs shall be taken outside of the State of Washington unless they have been paid for in full.

AGREEMENT - PAGE ONE

4. Purchaser shall commence logging as soon as roads are in a passable condition for hauling in 1944, but no later than July 1, 1944. He shall cut and remove all merchantable accessible timber and logs not later than December 31, 1946, at which time Purchaser's rights under this contract shall cease and terminate. However, should Purchaser not complete cutting and removing all of said timber by December 31, 1945, he shall pay all taxes and assessments that may be levied, payable, or assessed during the year 1946 on the land timber above described before removing said timber. During the term of this contract, if the assessor of Skamania County shall levy any tax upon any timber hereafter severed or removed from said tract, then such tax shall be paid by Purchaser.

5. Purchaser has inspected the timber and is fully familiar with all circumstances surrounding the same, and no representations or warranties, express or implied, have been made by Sellers nor relied on by Purchaser.

6. Sellers agree to make proper arrangements with the County Commissioners of Skamania County for payment of all timber covered by this contract, and Purchaser shall notify Seller 14 days before he commences logging, so that Seller may complete all necessary arrangements for paying the county for the aforesaid timber.

7. All logs cut or removed from the above property shall be branded before leaving said property with a distinct and permanent brand, different from any other brand used by the Purchaser, which brand shall be so made so that said logs can be easily identified.

8. All logs are to be scaled by certified Columbia River Sealers, which scaling shall be paid for by Purchaser, but in the event Seller is not satisfied with the scaler employed, he may request the employment of a different scaler who shall be acceptable to all parties hereto. Duplicate scale sheets of all logs scaled shall be forwarded by mail to each of the Sellers within 24 hours after scaling sheets are received by Purchaser.

9. Said logging operations shall be conducted in a good workmanlike manner so as to do least damage to the said land and the remaining timber, and Purchaser shall comply with all laws and rules and regulations of the State and Federal Government pertaining to logging operations. Purchaser shall at all times protect and save harmless Sellers from any and all liens or claims of liens, damages or claims whatsoever, caused by or arising out of or in connection with its logging operations.

AGREEMENT - PAGE TWO

10. Purchaser shall construct and maintain all roads necessary for the logging of the aforesaid tract and the removal of logs by truck. At the termination of this agreement,

either by its expiration or cancellation, Purchaser grants unto Sellers an easement for a period of five years thereafter to use all of the roads constructed or owned by Seller in Township 3 North, Range 7 East of the Willamette Meridian, and in adjoining Townships, which Seller may use to haul logs from said tract. If Seller uses such road he agrees to pay Purchaser for the use of said roads the sum of 75 cents per thousand feet for logs he hauls over said roads.

11. Sellers reserve the right to go upon said property at any and all times for the purpose of examining same and ascertaining whether or not purchaser is complying with this contract. Purchaser shall provide Sellers or their agents with the right of ingress and egress over adjacent roads owned by Purchaser for such inspection.

12. It is understood that title only to logs shall pass to Purchaser upon payment as above set forth, and that Purchaser shall have no interest in the land after it is logged, and that title to all of it shall revert to Sellers at the termination of this agreement.

13. Sellers reserve and retain full and complete ownership and right of possession of all timber, cut and uncut, until fully paid for. However, Purchaser shall be liable to Sellers for all timber which may be destroyed or lost after it has been removed from the above property.

14. Time is hereby made the essence of this agreement, and in the event of the default of the Purchaser in the performance of any of the agreements hereof, Sellers may at their option and upon 30 days' notice of such default mailed to Purchaser at his post office address, Stevenson, Washington, terminate this agreement at the end of said 30 days, and in such event all the right, title and interest of said purchaser hereby created or then existing hereunder, and to the then remaining timber herein described, whether cut or uncut, or whether removed or not, and to any and all moneys paid on account of this contract shall utterly cease and determine, and shall revert to and become the property of the Sellers, and Sellers may at their election bring any appropriate suit in equity either for the foreclosure or enforcement of this contract. Provided, however, that in case notice is given by the Sellers

AGREEMENT - PAGE THREE

as above set forth and the default therein mentioned is cured within ten days from the date of said notice, the said agreement shall not terminate but shall continue in full force and effect unless and until further default shall have been made and notice given.

15. It is further agreed that should any amount herein agreed to be paid remain due and unpaid for more than 30 days from the due date of such, that such shall at the option of owners terminate this contract and forfeit all of buyers rights and privileges herein.

16. This agreement shall be binding upon and enforceable by the successors, heirs, and assigns of the parties hereto respectively, but it shall not be assigned by Purchaser without written consent of Sellers first had and obtained.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day and year first above written.

W. R. Hegewald
Purchaser
Wm. J. Wineberg
Stephen B. Kahn
Sellers

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

Before me a Notary Public this ____ day of Feb. 1947 personally appeared the within named Rudolph Hagewald, to me known to be the individual described, who acknowledged that he signed the aforesaid instrument as his free and voluntary act for the purposes mentioned.

Notary Public for the State of Washington,
residing at

STATE OF
COUNTY OF ss

Before me a Notary Public this 21st day of Feb. 1947, personally appeared the within named William J. Wineberg and Stephen B. Kahn, who are known to me to be the individuals described, and who acknowledged that they signed the aforesaid instrument as their free and voluntary act for the purposes mentioned.

(Notarial seal affixed)

Raymond M. Kell
Notary Public for Oregon
Com. Expires Oct. 6, 1950

AGREEMENT - PAGE FOUR

Filed for record February 27, 1947 at 9-30 a.m. by Joseph M. Loomis.

Joseph M. Loomis
Skamania County Auditor

#36404

C. C. Cree and Lua Cree

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, Made and entered into this 22nd day of September, 1933, by and between C. C. Cree and Lua Cree husband and wife, residing at Skamania in Skamania County, State of Washington, witnesseth:

That, whereas, said C. C. Cree and Lua Cree are the owners of certain real estate described as follows, to-wit:

Southwest quarter of SE $\frac{1}{4}$ and Tax Lot 6 of Section 28 and Tax Lots 2 and 3 of Section 33 all in Township Two North of Range 6 E.W.M. in Skamania County, Washington; also all personal property owned by us or either of us wherever the same may be located

the same being now held in the name of said C.C.Cree and or Lua Cree and be it ssirous that said property and any other real estate that may be hereafter acquired in the name of said C.C.Cree or Lua Cree shall pass without delay or expense in case of the death of either of said parties to the survivor:

NOW, THEREFORE, in consideration of the love and affection that each of said parties has for the other, it is hereby agreed that in case of the death of the said C.C.Cree while the said Lua Cree survives, the whole of said property hereinbefore described, together with any other property by them hereafter acquired, shall at once vest in said Lua Cree in fee simple, and in the event of the death of said Lua Cree while the said C.C.Cree survives, the whole of said property hereinbefore described, together with any other property by them hereafter acquired, shall at once vest in the said C. C. Cree in fee simple.

IN WITNESS WHEREOF, the said C. C. Cree and Lua Cree have hereunto set their hand and seals this 22nd day of September, 1933.

In presence of

R. M. Wright

C. C. Cree

Lua E. Cree

STATE OF WASHINGTON, }
County of Skamania } ss.

I, R. M. Wright a Notary Public in and for the said State, do hereby certify that on