

and conditions of this agreement, or any of them, time of payments and strict performance being declared to be of the essence of this agreement, then, and in such event, the sellers shall have the right to declare this agreement to be null and void, and to terminate the same, and in such event the right and interest of the buyer in the timber and logs mentioned herein shall revert to and revest in the sellers, without any declaration of forfeiture or right of the buyer to compensation for money paid for roads or improvements, as absolutely, fully and perfectly as if this agreement had never been made, and in such event, the One Thousand (\$1,000.00) Dollars mentioned herein as being a part of the consideration for the execution of this agreement, shall be held, retained and forfeited to the sellers to apply upon and be considered by the parties hereto as liquidated damages for such breach of contract, and the sellers may resort to such other actions at law or suits in equity as they may have in the premises.

11th. The sum of One Thousand (\$1,000.00) Dollars mentioned herein as part of the consideration for the execution of this agreement, shall be held and retained by the buyers until the expiration and completion of this logging agreement, at which time, in the event the buyer had faithfully complied with all of the terms and conditions hereof, then, and in that event, mutual releases from each of the parties to the other will be executed, and said One Thousand (\$1,000.00) Dollars will be returned to the buyer.

12th. Each and every clause and covenant hereof shall bind, and/or inure to the benefit of, as the case may be, the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in triplicate, on the day and year herein first above written.

Wm. Wineberg (SEAL)

L. E. Allen (SEAL)
SELLERS

Ed Sorensen (SEAL)
BUYER.

Filed for record April 14, 1947 at 11-00 a.m. by Ed Sorensen.

John C. Westerman
Skamania County Auditor

#36505

Otto Hoffman et ux to Ed Sorenson.

THIS AGREEMENT made and entered into by and between Otto Hoffman and Irene Hoffman, husband and wife, parties of the first part and Ed Sorenson, party of the second part,

WITNESSETH:

The parties of the first part for and in consideration of the payments to be made as hereinafter provided promise and agree to sell and convey unto the party of the second part all merchantable timber standing and being on the following described real property in Skamania County, State of Washington, to-wit:

That portion of the North half of the Northwest quarter of Section 4, Twp. 1 N. R. 5 E. W. M. owned by the parties of the first part.

and the party of the second part promises and agrees to pay therefrom the sum of \$5.50 per M feet Columbia River Scale payments to be made if and when sold by the party of the second part.

It is understood and agreed that merchantable timber shall be defined for the purpose of this agreement as all logs acceptable to buyers for manufacture into lumber.

The party of the second part shall have the right to construct such roads, ways, or structures upon the above described property as may be necessary or convenient for the

cutting and removal of said timber products and shall have ingress and egress thereto and therefrom for the purpose of cutting and removing the same.

It is contemplated by the parties hereto that logs removed from said premises shall be rafted in the Columbia River and scaled therein before removal from the State of Washington and that payment shall be made upon logs so rafted and scaled within ten days after the date of such scale and that the party of the second part will furnish to the parties of the first part a duplicate scale thereof.

The party of the second part shall have the right however to sell any of said timber products to local mills without dumping or scaling in the Columbia River but in such event measurement thereof for the purpose of payment of stumpage price shall be in accordance with the scale rule commonly used on the Columbia River and generally known as Columbia River Scale and payment thereof shall be made within ten days after delivery of said logs to the mill or other purchaser.

The party of the second part promises and agrees that he will conduct his logging operations in accordance with usual practices of loggers in the vicinity and will strictly comply with all the logging rules and regulations of the United States and/or the State of Washington and shall pay before delinquency all industrial insurance, medical aid or other assessments or charges which could or might become a lien upon the above described premises or charged against the parties of the first part and shall save the parties of the first part harmless from and against any claims whatsoever which may arise as a result of his logging operations.

The party of the second part shall have two years from the date hereof within which to cut and remove said timber and upon the expiration of said term all rights hereunder shall cease and be determined and the timber aforesaid shall revert to and become the party of the parties of the first part, whether the same be standing or cut; provided that in case the party of the second part shall complete his operations and removal of said timber before the end of said term he will upon demand execute and deliver unto the parties of the first part a release of this agreement divesting himself of all claims hereunder.

Dated this 11th day of February, 1947.

Irene Hoffman

Otto Hoffman

Parties of the first part.

Ed Sorensen

Party of the second part.

Filed for record April 14, 1947 at 11-00 a.m. by Ed Sorensen.

John C. Waesten
Skamania County Auditor

Chris Fletch et ux to J. A. Clark & J. D. Smith

436529

LEASE

THIS INDENTURE, Made this 19th day of April in the year of our Lord one thousand nine hundred and Forty seven

WITNESSETH, That Chris Fletch and Burge Fletch of Skamania County, County of Washington, State of Washington, lessors, do hereby lease, demise and let unto J.A. Clark and J.W. Smith of Carson, Washington Lessees

equipment
The Garage buisness, and buildings situate on the following described property situate in Skamania County, Washington. Beginning Thirty feet North and Thirty Feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of Sec. 20 Twp. 3 N.R. 8 E.W.M. running thence North 90 feet, thence East fifty feet, thence South 90 feet, thence West 50 feet to place of begining.

Original to Skamania
Oct. 24, 1949 -
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