

Book "3" or Agreements & Leases

Chris Fletch and Burga Fletch agree to keep the roof on said building in repair and free from leaks and also to keep the rest room or toilet in repair and in working order.

Lessor hereby agree to grant lessees the right to purchase the above described property at any time during the life of this agreement for the sum of Seven Thousand and Five Hundred dollars and the rental lessees have paid prior to their to exercising their right to purchase shall be deducted from the purchase price of \$ 7,500.00

Lessees agree to keep the buildings and equipment insured against fire in favor of lessors in the sum of \$ 2,000 on building and \$500.00 on equipment.

TO HAVE AND TO HOLD, For the term of Five years to-wit: from the 21st day of April A.D. 1947, to the 21st day of April A.D. 1952, yielding and paying therefor the Monthly rent of One Hundred 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: Two Hundred dollars on the date of this agreement which shall cover the rent from April 21, 1947 to May 21, 1947 and from March 21, 1952 to April 21, 1952. and thereafter \$ 100.00 on the 21st day of each month during the life of this agreement.

to quit and deliver up the premises to the lessors or their agent or attorneys peaceably and quietly at the end of the term, in as good order and condition (reasonable 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 lessors thereto, in writing, having been first obtained and the lessors may enter to view and make improvements, and to expel the lessees 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 payments of any portion of said rent when due, and for thirty 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

Jos. Gregorius

Chris Fletch (Seal)
Burga Fletch (Seal)
J. A. Clark (Seal)
J. W. Smith (Seal)

STATE OF WASHINGTON.)

County of Skamania)

ss.

PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

This is to Certify that, on this day personally appeared before me Chris Fletch and Burga Fletch Husband and Wife and J. A. Clark and J. W. Smith to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of April, A.D. 1947.

(Notarial Seal Affixed)

Jos. Gregorius
Notary Public in and for the State of Washington,
residing at Carson.

My commission expires on the _____ day of _____, 19__.

Filed for record April 21, 1947 at 1-24 p.m. by Burga Fletch.

John C. Wachtler
Skamania County Auditor

#36567

Spokane, Portland and Seattle Ry. Co. and Underwood Fruit & Warehouse.

THIS AGREEMENT OF LEASE, made this 23rd day of January, 1947, by and between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company", and UNDERWOOD FRUIT AND WAREHOUSE COMPANY, a corporation, hereinafter called the

"Lessee,"

W I T N E S S E T H :

In consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Railway Company does hereby lease, demise and let unto the Lessee the following described premises situated in Skamania County, Washington:

A strip of land along the northerly portion of Spokane, Portland and Seattle Railway Company right of way situated in Lot 4 of Section 22 and Lot 1 of Section 23, Township 3 North, Range 10 East, Willamette Meridian, Underwood, Skamania County, Washington, and more particularly described as follows:

Beginning at a point on the northerly right of way line of said Spokane, Portland and Seattle Railway Company, said point being 27.5 feet northerly from when measured at right angles to the center line of said railway main line track at Engineer's Station 707+36; thence easterly along said northerly right of way line a distance of 25.0 feet; thence southerly a distance of 6.0 feet to a point, said point being 25.0 feet northerly from when measured at right angles to the center line of said railway main line at Engineer's Station 707+36; thence easterly along said northerly right of way line a distance of 1766 feet more or less to a point that is 30 feet northerly from when measured at right angles to the center line of main track of said railway at Engineer's Station 689+45; thence southerly to a point that is 8.75 feet northerly from when measured at right angles to the center line of said railway company's industry track; thence westerly parallel to and 8.75 feet northerly from said center line of said railway industry track a distance of 555 feet; thence southerly 0.25 feet to a point that is 8.50 feet northerly from when measured at right angles to center line of said railway industry track; thence westerly, parallel to and 8.50 feet northerly from center line of said industry track a distance of 730.3 feet; thence northerly 0.25 feet to a point that is 8.75 feet northerly from when measured at right angles to center line of said railway industry track; thence westerly, parallel to and 8.75 feet northerly from center line of said railway industry track a distance of 505.7 feet; thence northerly 4.8 feet to the point of beginning.

The above strip of land contains 76,445 sq. ft. more or less.

Also a tract of ground, 3.5 feet by 4.5 feet in size, upon the southerly side of the Railway Company's station grounds at Underwood, Washington, the northerly line of said tract of ground being a line parallel to and 17.5 feet southerly of the center line of the Railway Company's main track, and the easterly end of said tract of ground being a line drawn at right angles to the said center line of said main track at Engineer's Station 696+18.

The above described tracts of land are more particularly indicated in red outline on white print map hereto attached and marked Exhibit A.

TO HAVE AND TO HOLD the same unto the Lessee for a period of fifty years beginning July 1, 1946, and terminating June 30, 1996, with an option for an additional twenty-five year period as hereinafter stated.

This lease is made on the following terms and conditions, which the Lessee covenants and agrees to keep, observe and perform:

1. The Lessee shall pay to the Railway Company as rental for said premises the sum of \$150.00 per annum, payable each year in advance, together with all taxes levied against the premises during the term of this lease.

2. The Lessor agrees that the foregoing premises may be used for maintaining and operating a plant and facilities for the storage, processing, handling and disposition of commodities, including but not limited to fruits, vegetables, eggs, cheese, lard, and meat. The Lessee covenants and agrees that it will make no unlawful, improper or offensive use of the premises.

3. (a) Upon the termination or cancellation of this lease, for whatever reason or

cause, the Lessee will quit and deliver up to the Railway Company peaceably, quietly, and in as good order and condition, reasonable wear and use, fire and other unavoidable casualties excepted, as the same are now in or may be put into, that portion of the leased premises consisting of the land, but excluding the improvements thereon.

(b) Upon such termination or cancellation, the Railway Company shall have the first and prior option to acquire the improvements upon the leased premises, in such condition as the improvements are at the time of their acquisition, at a price to be determined by a board of three appraisers. One of the appraisers shall be appointed by the Railway Company, one shall be appointed by the Lessee, and the third shall be chosen by the other two. The decision of a majority of the board shall control the action of the board.

(c) Within sixty (60) days after the completion of the appraisal by the board of appraisers, the Railway Company shall advise the Lessee whether it desires to purchase said improvements at the appraised price. If the Railway Company does not desire to make such purchase at the appraised price, the Lessee may thereafter sell or dispose of the improvements to any other purchaser; provided, that unless such purchaser be a party satisfactory as a prospective lessee to the Railway Company, such sale or disposition shall contemplate the immediate removal of the improvements from the leased premises.

(d) Any improvements, or portions thereof, not sold to a purchaser who is satisfactory to the Railway Company, which remain upon the leased premises for a period of one year after the Railway Company has advised the Lessee of its decision not to purchase them at the appraised price, shall become the property of and belong to the Railway Company, solely and exclusively.

(e) If any building or other improvement located on the leased premises shall be damaged by fire or other casualty to an extent such that its usefulness for commercial purposes shall be substantially impaired, the Lessee, at its own expense, shall restore and repair such damage within six months after the occurrence of such fire or casualty; provided, however, that in the event Lessee is prevented from restoring and repairing such damage within such period by labor or material shortages, such period shall be extended during the time such shortages shall continue, but in any event such additional period shall not exceed one year; provided further, however, that the Lessee shall have the right to elect not to restore or repair, and in the event of such an election by the Lessee, the Lessee shall be obligated to remove said building and to restore the area upon which such building is located to the condition existing prior to the erection of said building, at the expense of the Lessee; and such removal and restoration shall be completed within one year from the date of such fire or casualty.

4. It is understood and agreed that the Lessee accepts the leased premises in their present condition, and that all alterations or repairs which may be necessary shall be made by the Lessee at the Lessee's sole cost and expense.

5. The Lessee agrees it shall not assign this lease or any interest therein, or sublet the above-described premises or any part thereof, without the written consent of the Lessor first obtained.

6. The Lessee further covenants and agrees that it will hold harmless the Railway Company from any injuries to persons or damage to property while in or about said leased premises, whether such injury or damage be caused by fire, the condition of the premises, wilful acts or negligence on the part of the Lessee or its employees or otherwise, and that the Railway Company shall in no way be responsible therefor, except for wilful acts or negligence of the Railway Company or of its employees.

7. It is understood and agreed that any building or other structure erected on the leased premises shall conform in all respects with the standard track clearance diagram hereto attached and marked Exhibit B.

8. In consideration of the rental to be paid hereunder and of the covenants and agreements to be kept and performed by the Lessee, the Railway Company gives and grants to the Lessee the option to renew this lease for an additional twenty-five-year period at the expiration of said fifty-year term, said option to be exercised by written notice to the Railway Company at least sixty days prior to the expiration of the term hereof. It is understood and agreed, however, that if the leased premises shall not be used for any of the purposes specified in paragraph 2 hereof for a consecutive period of three years, then the Railway Company may at its option by written notice to the Lessee cancel this lease or any extension hereof.

9. The Lessee covenants and agrees to construct and maintain upon such portion of the leased premises as may from time to time be used for automobile parking purposes a suitable premanent barricade ten feet distant from the center line of the Railway Company's most northerly track when measured at right angles thereto, suitability of said barricade to be determined by the Chief Engineer of the Railway Company.

10. This lease cancels and supersedes as of the date of execution thereof, those certain agreements between the parties dated June 25, 1925, January 15, 1926, July 9, 1930, August 3, 1936, April 7, 1937, August 24, 1940, January 7, 1942, and September 1, 1943, and all other unexpired leases previously entered into between the parties covering any land in or adjacent to Underwood, Washington.

11. It is agreed that that portion of the leased premises shown colored in blue on Exhibit A attached hereto, shall be kept unobstructed at all times so as to permit free passage of vehicular traffic to and from the grade crossing over right of way and tracks of the Railway Company immediately south of and adjoining said leased premises.

12. Time is of the essence of this agreement, and if default be made by the Lessee in the payment of the rental herein provided, or in the performance of any of the terms, covenants or conditions hereof to be performed by the Lessee, then the Railway Company, or those having its estate in the premises, may, at its option, cancel and terminate this lease upon ninety (90) days' written notice to the Lessee of its election so to do unless the default specified in said notice is cured and corrected by the Lessee prior to the expiration of said ninety-day period. Such notice shall be delivered personally or mailed by registered mail to the Lessee. In the event of the failure of the Lessee to correct such specified default prior to the expiration of the ninety-day period, then the Railway Company, or those having its estate in the premises, may lawfully, without further notice, enter upon the premises and in the name of the whole repossess itself of its former estate and may expel the Lessee, or those claiming under it, and remove its effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

IN WITNESS WHEREOF, the parties have executed this agreement of lease the day and year first hereinabove written.

Attest:

C. F. Thomas
Secretary

(Corporate Seal Affixed)

SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY (Corporate Seal Affixed)

By T. F. Dixon
Vice President and General Manager

UNDERWOOD FRUIT AND WAREHOUSE COMPANY

By B. A. Perham
President

Attest: M. E. Brosón
Asst. Secretary

Book "3" of Agreements and Leases

STATE OF OREGON)
County of Multnomah) ss.

March 3rd, 1947.

Personally appeared T. F. DIXON and C. F. THOMAS, who, being duly sworn, did say that they are the Vice President and General Manager and the Secretary, respectively, of the SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Before me:

(Notarial Seal Affixed)

J. J. Hunt
Notary Public for Oregon

My commission expires: Feby. 13, 1950

STATE OF WASHINGTON)
County of YAKIMA) ss.

March 26, 1947.

Personally appeared B. A. PERHAM and M. E. BROWN, who, being duly sworn, did say that they are the President and Assistant Secretary, respectively, of UNDERWOOD FRUIT AND WAREHOUSE COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Before me:

(Notarial Seal Affixed)

F. E. Freshwater
Notary Public for Washington

My commission expires: Aug. 1, 1950

Photostatic copies of maps attached to above instrument attached hereto.

Filed for record May 1, 1947 at 12 noon by Perham Fruit Co.

John C. Wacker
Skamania County Auditor

#36571

John M. Jessup et ux to Patrick C. Hogan et al.

A G R E E M E N T

THIS INDENTURE, Made on this 1st day of March, 1947, by and between Patrick C. Hogan and Kenneth M. Grasseth, the parties of the first part, and John M. Jessup and Mary Jessup, husband and wife, the parties of the second part:

WITNESSETH; That in and for the sum of two hundred, fifty (\$250.00) Dollars, paid by the parties of the first part to the parties of the second part, the receipt of which is hereby acknowledged, said amount to apply on the first million board feet, the parties of the second part agree to lease to the parties of the first part the sole use of that portion of Lots Five and Six, Section 26, Township Three, north, Range Nine East of the Willamette Meridian, Skamania County, Washington, and fronting on Drano Lake, for the purposes of dumping, booming, rafting and storing logs, and making such construction as may be necessary for said operations. It is mutually understood and agreed that this agreement is for the term of five years, that the sum of Two Hundred, Fifty (\$250.00) Dollars is to be paid by the parties of the first part to the parties of the second part on the 1st day of each succeeding March during the term hereof; such payment to apply on the first million board feet handled on the said property during the following twelve months. It is further mutually understood and agreed that the parties of the first part shall pay for the use of said property at the rate of Twenty-five Cents (25¢) per M board feet for the second million board feet, and Fifteen (15¢) cents per M for all over two Million feet, calculated