

and removing of said timber, the disposal and destruction of all limbs, tops, and debris and shall pay before delinquency all taxes, assessments, levys or payments levied by State of Washington under the Workmans Compensation Act or other law so as to save the parties of the first part harmless for and on account of non-payment of the same and will not permit any lien to attach to the real property described above or other real property belonging to the parties of the first part.

IN TESTIMONY WHEREOF the parties of the first part have hereunto set their hands and seals this 3rd day of June, 1946.

R. W. Ogle (SEAL)

Elma Ogle (SEAL)

STATE OF WASHINGTON }  
County of Skamania } ss.

On this day personally appeared before me R. W. Ogle and Elma Ogle, husband and wife, to me known, to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of June, 1946.

(Notarial Seal Affixed)

Raymond C. Sly  
Notary Public for Washington  
Residing at Stevenson, therein.

Filed for record May 15, 1947 at 1-00 p.m. by Otis Shepardson.

*John C. Webster*  
Skamania County Auditor

#36670

Sam Samson et ux to Smithrock Quarry, Inc.

#### A G R E E M E N T

THIS AGREEMENT made and entered into this the 17 day of May, 1947, by and between Sam Samson and Flora Samson, his wife, of the Town of Stevenson, Skamania County, State of Washington, as first parties and Smithrock Quarry, Inc., a corporation, of City of Wancouver, Clark County, State of Washington, as second party.

#### WITNESSETH:

THAT WHEREAS the first parties are the owners of the following described real property situated and located in the County of Skamania, State of Washington, and more particularly described as follows, to-wit:

All of the East one-half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 26, Township 2, Range 6 East, W. M., excepting one and eight-tenths (1-8/10) acres which is the old County Quarry; also that land lying West of Woodward Creek and North of State Highway No. 8 all in Section 35, Township 20, Range 6 East, W. M. also the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of 26-T2-R6 W.M.

AND WHEREAS there is located on said property certain rock deposits which both parties believe to be suitable for crushing purposes, and

WHEREAS, second party is desirous of procuring contract and agreement for the right to mine and produce said rock.

NOW THEREFORE, in consideration of the premises, the mutual promises of the parties hereto, and the further sum of One Hundred Twenty Dollars (\$120.00), cash in hand paid by second party, receipt of which is hereby acknowledged, and the further covenances and agreements herein contained,

IT IS HEREBY mutually agreed and understood that the first party hereby leases and lets the above described real property to second party for a period of ninety (90) days from this date and for which the sum of One Hundred Twenty Dollars (\$120.00) has been paid in cash.

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IT IS FURTHER mutually agreed and understood that second party in the event of its actual operation of said quarry shall make royalty payments on a monthly basis and shall furnish the first parties with monthly accounting of all rock taken and sold and shall keep its books available and open for inspection by first parties as to the amount of rock so sold.

IT IS FURTHER mutually agreed and understood that the second party has the right and privilege of paying a further additional sum of Three Hundred Dollars (\$300.00) which shall constitute and be the full lease payment or minimum rental due for one year from the expiration of said ninety (90) day period, after the quarry has commenced operation.

The first parties further grant to second party the right and privilege of extending said lease for a period from year to year by the making of additional payments in the sum of Three Hundred Dollars (\$300.00) per year not to exceed 15 years, said payments to be made in advance and prior to or at the expiration of each year.

IT IS FURTHER mutually agreed and understood that said payments may be made by the making of deposit in the name of first parties in the BANK OF STEVENSON, Town of Stevenson, Skamania County, Washington.

IT IS FURTHER mutually agreed and understood that first parties hereby grant to second party the right and authority to mine and remove any and all rock and gravel from said land or any portion or part thereof, and also the right to the use of two second feet of water for washing, cleaning process of said rock and the right of way for a pipe line north of the quarry site, said pipe line to be so constructed by second party so that it will not interfere with the road to be built north of the quarry.

IT IS FURTHER mutually agreed and understood that for any and all rock removed and used by second party that second party shall pay to first parties a royalty in the sum of Seven Cents (\$.07) per yard for all rock up to Fifty Thousand (50,000) yards and all above Fifty Thousand (50,000) yards at the rate of Five Cents (\$.05) per yard.

IT IS FURTHER mutually agreed and understood that all lease or rental moneys shall be applied against or deducted from any royalty due or payable to first parties on the basis above set forth.

IT IS FURTHER agreed that Smithrock Quarry, Inc. shall not furnish any rock from its Vancouver quarry for county or highway work within a ten (10) mile radius of the of this quarry site, Washington, during the tenure of this lease.

IT IS FURTHER mutually agreed and understood by and between the parties hereto that when the first parties have received from second party the total sum of \$50,000.00, Fifty Thousand whether from minimum royalties or from royalty production payments, that then and in that event first parties shall make, execute and deliver to second party their deed of conveyance or other muniment of title conveying to second party in fee simple all of the surface rights in and to real property hereinbefore described, it being expressly understood that said deed of conveyance or other muniment of title shall contain an express reservation reserving in first parties or their heirs and assigns, all of the mineral rights in and under said lands:

And that from and after the making of said total payment as hereinabove referred to, that then and in that event no further royalty payments or lease payments of any kind shall be due and payable from second party.

IT IS FURTHER mutually agreed and understood by and between the parties hereto that second party shall and does have the right to remove from said lands at any time during the tenure of this lease any improvements of any kind whatsoever placed thereon by second party and that in the event of the termination of this agreement second party shall have a



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reasonable time in which to effect such removal.

IT IS FURTHER mutually agreed that second party shall pay all taxes levied or assessed upon any improvements installed on said land by second party.

IT IS FURTHER mutually agreed that first party expressly reserves the right to the use of the road for log hauling if first parties so desire.

IT IS FURTHER mutually agreed and understood by and between the parties that this agreement be and the same is binding upon the heirs, executors, administrators, devisees, trustees and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this the 17 day of May, 1947.

First Parties:

Sam Samson

(Corporate Seal Affixed)

Flora Samson

Second Party:

Attest: Mary A. Smith  
Secretary

SMITHROCK QUARRY, INC., a corporation  
By Howard F. Smith, President

STATE OF WASHINGTON )  
County of Skamania ) SS

On this 17th day of May, 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SAM SAMSON and FLORA SAMSON, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed, the day and year in this certificate above written.

(Notarial Seal Affixed)

R. M. Wright  
Notary Public in and for the State  
of Washington, residing at Stevenson.

STATE OF WASHINGTON )  
County of Clark ) SS

On this 17th day of May, 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HOWARD F. SMITH, to me known to be the individual described in and who executed the foregoing instrument, and to me known to be the President of said corporation, and acknowledged to me that he signed and sealed the said instrument, as his free and voluntary act and deed, and as his free and voluntary act and deed as President of SMITHROCK QUARRY, INC., a corporation, and for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed, the day and year in this certificate above written.

(Notarial Seal Affixed)

C. J. Downey  
Notary Public in and for the State  
of Washington, residing at Vancouver.

Filed for record May 31, 1947 at 9-15 a.m. by Smithrock Quarry, Inc.

John C. Watson  
Skamania County Auditor

#36705

McCall Oil Company and Leonard T. Foster et ux

MEMORANDUM OF LEASE

THIS INDENTURE OF LEASE Made and entered into this 14th day of May, 1947, by and between Leonard T. Foster & Ruby J. Foster, husband & wife, as "Lessor" (Whether one or more)