

Book "3" of Agreements & Leases

GIVEN under my hand and official seal this 17 day of Dec., 1947.

(Notarial Seal Affixed)

C. H. Estes
NOTARY PUBLIC in and for the State of Washington,
residing at White Salmon, Wash.

STATE OF CALIFORNIA,
County of Los Angeles

SS.

On this 9th day of January, A. D. 1948, before me, L. J. Deffenbaugh a Notary Public in and for said County and State, personally appeared Torrey H. Webb, known to me to be the Vice President, and E. B. Liles, known to me to be Asst. Secretary of The Texas Company the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal Affixed)

L. J. Deffenbaugh
Notary Public in and for said County and State.
My Commission Expires Feb. 17, 1950

Approved as to: Terms AW Description illegible Form C.L.M. Jr.

Filed for record February 2, 1948 at 9-30 a.m. by R. K. Malone.

Skamania County Auditor

#37534

Spokane, Portland and Seattle Railway Co. to R. W. O'Neal et al

INDEFINITE TERM LEASE

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, party of the first part, hereinafter called Railway Company, in consideration of the rents to be paid and covenants to be performed by R. W. O'NEIL and H. A. MUNDINGER, partners doing business as STEVENSON CEMENT PRODUCTS party of the second part, hereinafter called Lessee, leases to the lessee the following premises, at or near Stevenson station in the county of Skamania and state of Washington to-wit:

An irregular tract of ground situate upon the Southeasterly portion of Railway Company's station grounds at Stevenson station, described as follows:

Beginning at a point in the Northerly boundary line of Cascade Street, said point being 130 feet Easterly from the Easterly boundary line of Russell Street; thence Northwesterly at right angles to said Northerly boundary line of Cascade street a distance of 26.0 feet; thence Northeasterly a distance of 150.2 feet to a point that is 3.5 feet Southeasterly from and at right angles to the center line of most Southeasterly track; thence Southeasterly a distance of 33.3 feet more or less to a point in said Northerly boundary of Cascade Street; thence Southwesterly along said Northerly boundary of Cascade Street a distance of 150 feet to point of beginning - - - - - said described tract of ground more particularly indicated in red outline on white print map hereto attached and made a part hereof.

TO HAVE AND TO HOLD subject to the provisions following and until this lease is terminated as hereinafter provided:

1. As annual rental the lessee shall pay the sum of Fifteen and No/100 (\$15.00) dollars, payable annually in advance together with all taxes levied against the premises during the term.
2. No other railroad or transportation company, or person engaged in transportation, shall be allowed to use any track now or hereafter upon or extending to the premises without permission in writing of the Railway Company.
3. In case of non-payment of rental or taxes the same shall, until paid, constitute a lien upon any building or other property owned by the lessee located upon the premises, and the lien may be foreclosed according to law.
4. The lessee will paint and keep painted, with the standard color of paint adopted by the Railway Company for its station buildings, any building upon the premises.

5. The lessee will occupy the premises within three months after this date for the purpose of erecting warehouse for storage of cement and plant to manufacture cement building blocks, and will during the term continue to use the premises for that purpose and no other. Without the written consent of the Railway Company, the lessee will not assign the lease or any interest therein, or sublet.

6. The lessee covenants and agrees that the real property hereby leased shall not be used nor shall any structure be placed thereon so as to conflict with any clearance rules or regulations heretofore or hereafter prescribed pursuant to law, but such use of said property shall at all times conform strictly to the provisions of said clearance regulations.

7. It is understood by both parties hereto that the leased premises are in dangerous proximity to the tracks of the Railway Company, and that persons and property on the leased premises will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease, without which the same would not be granted, that the lessee assumes all risk of personal injury to the lessee and to the officers, servants, employees or customers of the lessee while on said premises, and all risk of loss, damage or destruction to buildings or contents, or to any other property brought upon or in proximity to the leased premises by the lessee, or by any other person with the consent or knowledge of the lessee, without locomotive engines or other causes incident to or arising from the movement of regard to whether such loss be occasioned by fire or sparks from locomotives, trains or cars, misplaced switches or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the Railway Company, or of defective appliances, engines or machinery. And the lessee shall save and hold harmless the Railway Company from all such damage, claims and losses.

8. The Railway Company may terminate this lease at any time upon written notice of not less than thirty days with or without assigning any reason therefor. Any such notice shall be good if served personally upon the lessee, or posted upon the leased premises or if deposited in a United States postoffice addressed to the lessee at the following address, viz.: Stevenson, Washington. If the lessee shall fail to remove any material, building or property within the time prescribed in a notice of termination, the Railway Company may appropriate such property to its own use without compensation, or may remove the same at the cost of the lessee.

9. The lessee may terminate this lease by giving thirty days' notice in writing to the Railway Company, at its office in Portland, Oregon.

10. This lease shall become effective September 1, 1947.

11. A track clearance shall be maintained in accordance with standard clearance diagram hereto attached and made a part hereof.

IN WITNESS WHEREOF, the parties have executed these presents this 28 day of November, 1947.

SPOKANE, PORTLAND AND SEATTLE RAILWAY
COMPANY.
T. H. Garrett

Right of Way & Tax Agent
STEVENSON CEMENT PRODUCTS
By H. A. Munding Partner
By R. W. O'Neal Partner
Lessee.

Filed for record February 10, 1948 at 4:26 p.m. by R. W. O'Neal.

J. C. Wachter
Snohomish County Auditor.