

Book 3 of Agreements and Leases

WHEREAS, the Company has agreed to sell and the Town has agreed to buy the Company's pipe lines within the corporate limits of the Town, and other personal property, as evidenced by a bill of sale and two assignments made by the Company to the Town simultaneously with the making of this agreement, and

WHEREAS, the Company and the Town have reached other agreements in connection with said sale as hereinafter provided;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good, valid and sufficient consideration paid by the Company to the Town, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Town unconditionally covenants and agrees that it will supply and furnish water to all customers now being served by the Company, whether such customers reside inside or outside the limits of the Town; provided, the Town shall not be obligated to supply existing customers of the Company whose water bills are delinquent. Within ten (10) days from the date of the execution of this agreement, the Company agrees to furnish the Town with a list of all its customers and will indicate on such list those customers who are delinquent in the payment of their bills.

2. It is understood and agreed that the Company is indebted to the Bonnevista Club, an unincorporated club whose members resided in and about the Town of North Bonneville, Washington, in the amount of \$135.81 as of April 30, 1948, which liability arose out of a certain lease, as extended, but now terminated, by and between said Bonnevista Club, Lessor, and the Company, Lessee, and that the Company has been unable to locate a responsible officer of said club during the past several years to whom said amount could be paid, and that said amount has been paid to the Town, receipt of which is acknowledged, and the Town agrees to indemnify and save the Company harmless from any and all liability for the payment of said sum to the Bonnevista Club or any of its members.

3. It is further understood and agreed that all revenue from the sale of water by the Company which accrued on or before May 12, 1948, shall belong to the Company JWB EM and that all revenue accruing from such source after said date shall belong to the Town. PCP RAO

IN WITNESS WHEREOF, this agreement has been signed the day and year first written.

NORTH BONNEVILLE WATER COMPANY,
a corporation

By James G. Boyes

President

Attest: P. C. Peterson

Secretary

(Corporate seal affixed)

TOWN OF NORTH BONNEVILLE, WASHINGTON

By R. A. Olson

Mayor

Attest: Edna Mintzer, Town Clerk

Filed for record May 14, 1948 at 2:30 p.m. by Edna Mintzer.

James C. Webster
Skamania County Auditor.

#37928

The Wheeler, Osgood Co., and Albert Aalvik

A G R E E M E N T

THIS AGREEMENT, made and entered into this 20 day of May, 1948, by and between THE WHEELER, OSGOOD CO., a corporation organized and existing under the laws of the State of Washington, as party of the First Part, hereinafter referred to as WHEELER OSGOOD, and ALBERT AALVIK, as party of the Second Part, hereinafter referred to as AALVIK;

WITNESSETH:

WHEREAS, Wheeler Osgood is the owner of all the standing and fallen merchantable timber on the following described land situate in Skamania County, Washington, to-wit:

Northeast Quarter (NE $\frac{1}{4}$); Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$), of Section Eleven (11), Township Three (3) North, Range Seven (7) East of the Willamette Meridian, containing 480 acres, more or less, according to Government Survey thereof

which Wheeler Osgood purchased on the 26th day of August, 1947 from the State of Washington, under said State of Washington's Bill of Sale Number 4057; and

WHEREAS, Aalvik has control over and certain rights to a roadway running across the Southeast Quarter (SE $\frac{1}{4}$), Section 11, Township 3 North, Range 7 East, and Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 3 North, Range 7 East, and the Northwest Quarter (NW $\frac{1}{4}$) of Section 14, Township 3 North, Range 7 East, all in Skumania County, Washington, which land is being purchased by Aalvik; and

WHEREAS, Aalvik has certain logging machinery and equipment and is desirous of purchasing all of the standing and fallen merchantable timber which Wheeler Osgood purchased from the State of Washington under Bill of Sale Number 4057; and

WHEREAS, Aalvik has commenced to build roadways and to do all preliminary work necessary to open up the timber on the above described land for the purpose of logging;

NOW THEREFORE, in consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter made, IT IS HEREBY AGREED as follows:

1. Wheeler Osgood agrees to sell to Aalvik, and Aalvik agrees to buy from Wheeler Osgood, all of the standing and fallen merchantable timber on the above described land covered by State of Washington bill of sale Number 4057, for the sum of Sixty-three Thousand, Three Hundred forty-six and 33/100 Dollars (\$63,346.33) of which one sum of Six Thousand Four Hundred Sixty-seven and 48/100 Dollars (\$6,467.48) is paid, and the balance of said purchase price, to-wit; the sum of Fifty Six Thousand, Eight Hundred Seventy-eight and 85/100 Dollars (\$56,878.85) shall be paid in the manner hereinafter provided for. All deferred payments shall bear interest at the rate of four percent (4%) per annum, and Aalvik further agrees to pay all taxes levied against the above described timber.

2. Aalvik agrees to commence logging the above described timber at the earliest possible time and to continue logging the same in a workmanlike manner, without interruption, until the entire body of timber located thereon has been completely harvested, save that Aalvik shall be excused from logging the same because of adverse weather conditions, strikes, acts of God, and other conditions beyond the control of Aalvik.

3. Aalvik agrees to deliver all logs harvested from the above described lands to any log dump located on the Columbia River near Stevenson, Washington designated by Wheeler Osgood, where the same shall be rafted and scaled by the Columbia River Log Scaling Bureau, or similar competent scaling agent agreed to by both parties. Within 15 days after the same have been scaled and the scale bills delivered to Wheeler Osgood, Wheeler Osgood agrees to pay Aalvik the market price for all logs, according to their grades, which then prevails in the Columbia River area, less the sum of Eight Dollars (\$8.00) per thousand, which shall be credited by Wheeler Osgood on the purchase price of said timber and further less the sum of Five Dollars (\$5.00) per thousand, which shall be credited by Wheeler Osgood on that certain note and mortgage between the parties hereto, dated April 8, 1947. Wheeler Osgood shall be entitled to one percent (1%) discount on the invoice price if payment is made within 15 days from the date of the invoice.

4. Aalvik has examined that certain bill of sale Number 4057 from the State of Washington, through which Wheeler Osgood derived the title to the above described timber, and is thoroughly familiar with the terms and conditions thereof, and covenants and agrees to fulfill all of the terms and conditions thereof, and to indemnify and save Wheeler Osgood

harmless from any demands of the State of Washington.

5. After Aalvik has made payment of the sum of Sixty Three Thousand ^{Three} Hundred Forty-six and 33/100 Dollars (\$63,346.33) plus all accrued interest and taxes, Wheeler Osgood covenants and agrees to execute and deliver a Bill of Sale to all of the standing and fallen timber then on the above described land. Thereafter Aalvik agrees to sell and deliver to Wheeler Osgood all of the balance of the logs from said lands, and Wheeler Osgood agrees to pay therefor in accordance with the provisions of paragraph 3, except that Wheeler Osgood will no longer deduct the Eight Dollars (\$8.00) per thousand due upon the purchase of the timber, but it will continue to deduct the Five Dollars (\$5.00) per thousand until the full amount of the indebtedness and interest has been paid on that certain note dated April 8, 1947.

6. In the event the said Aalvik shall fail to perform any of the terms and conditions of this agreement, it is agreed that Wheeler Osgood shall give ten (10) days written notice specifying such default; and if any such default so specified and actually existing shall not be corrected by Aalvik within said ten (10) day period, then without further notice Wheeler Osgood shall be entitled, at its option, to exercise any one or more or all of the following remedies:

(A) Immediately to enforce the provisions of all the security then remaining in its hands for the payment of any obligation then outstanding by Aalvik to Wheeler Osgood, in the manner provided by law.

(B) To take and use, without payment of compensation therefor, all logging equipment and rights of way which the said Aalvik shall then own or have an interest in, for the purpose of logging any timber still remaining to be logged upon the above described land.

Aalvik agrees, in such event, and upon written request of Wheeler Osgood, to turn over all such logging equipment then owned by him, for the purposes aforesaid. Wheeler, Osgood agrees to keep the same in as good condition as received, reasonable wear and tear excepted. If the purchase price of any item of equipment so taken over by Wheeler Osgood shall not have been finally paid, Wheeler Osgood shall have the option to pay the same; and if it elects so to do, it shall be entitled to retain said equipment as security, and to use the same, until all sums advanced by Wheeler Osgood have been fully repaid by said Aalvik with interest at Four percent (4%).

7. In the event of the insolvency, receivership, voluntary or involuntary bankruptcy, or assignment for the benefit of creditors, or of any other insolvency proceedings of the said Aalvik, this contract, at the option of Wheeler Osgood, shall be deemed to be in default and Wheeler Osgood may immediately exercise the remedies of the preceding paragraph.

8. Any notice which is given to Wheeler Osgood under the terms of this agreement, unless otherwise provided in writing, shall be addressed to The Wheeler, Osgood Co., at 1216 St. Paul Avenue, Tacoma, Washington; and any notice which is given to Aalvik under the terms of this agreement, unless otherwise provided in writing, shall be addressed to Albert Aalvik, Stevenson, Washington.

9. Aalvik shall not have the right to assign this contract without the written consent of Wheeler Osgood.

10. This agreement shall be binding upon the executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized and the party of the second part has caused his hand and seal to be hereunto affixed on the day and year first above written.

(Corporate Seal Affixed)

THE WHEELER, OSGOOD CO.

BY N. O. Gruver

Pres.
First Party

Albert Aalvik
Second Party

STATE OF WASHINGTON }
County of Pierce } ss.

On this 20th day of May, 1948, before me personally appeared N. O. Cruver and _____
_____ to me known to be the President of the corporation that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free and voluntary act
and deed of said corporation, for the uses and purposes therein mentioned, and on oath
stated that they were authorized to execute said instrument, and that the seal affixed is
the corporate seal of said corporation.

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

(Notarial Seal Affixed)

H. E. Heagen
Notary Public in and for the State of
Washington, residing at Tacoma.

STATE OF WASHINGTON }
County of Skamania } ss.

On this 20th day of May, 1948, before me personally appeared ALBER AALVIK, to me
known to be the individual described in and who executed the within and foregoing instru-
ment and acknowledged that he signed and sealed the same as his free and voluntary act and
deed for the uses and purposes therein mentioned.

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

R. M. Wright
Notary Public in and for the State of Washington, residing at Stevenson
(Notarial Seal Affixed)

Filed for record May 26, 1948 at 10-55 a.m. by R. Hegewald.

John C. McGillivray
Skamania County Auditor

#37946

John McGillivray et ux and Dayton W. Larimore et al

TIMBER CONTRACT

THIS AGREEMENT, made and entered into this 6th day of May, 1948, by and between JOHN
MCGILLIVRAY and DOROTHY MCGILLIVRAY, husband and wife, hereinafter referred to as vendors
and DAYTON W. LARIMORE and GILBERT DUBY, hereinafter referred to as the vendees,

WITNESSETH:

That for and in consideration of the payments hereinafter specified, the vendors agree
to sell and the vendees agree to purchase all of the timber upon the hereinafter described
real property situated in the County of Skamania, State of Washington, to-wit:

All of Section 32, and the West $\frac{1}{2}$ of Section 33, in Township 3 North
Range 5, East of the Willamette Meridian.

It is understood and agreed between the vendors and the vendees that the total purchase
price for the timber standing upon the above described real property is the sum of Six
Thousand (\$6,000.00) Dollars, upon which the vendees have paid the sum of Two Thousand
(\$2,000.00) Dollars, receipt of which is hereby acknowledged by the vendors, leaving a
balance of Four Thousand (\$4,000.00) Dollars, which the vendees agree that they shall pay
as follows: the sum of One Thousand (\$1,000.00) Dollars on the 10th day of July, 1948,
One Thousand (\$1,000.00) Dollars on the 10th day of August, 1948, One Thousand (\$1,000.00)
Dollars on the 10th of September, 1948 and One Thousand (\$1,000.00) Dollars on the 10th
day of October, 1948. It is further understood and agreed that the principal balances