

Book 3 of Agreements and Leases

years but in case they elect so to do they shall notify the lessors in writing of their intention to so renew the lease at least 30 days prior to the expiration of said term. Deposit of such notice in the United States Post Office addressed to the Lessors at their post office address shall be sufficient service of such notice.

In consideration of the premises and of the rental payments herein specified the Lessors do hereby grant unto the lessees their heirs and assigns an option to purchase the property belonging to the Lessors situated in the Baughman Donation Land Claim as aforesaid for the sum of \$6000.00 cash. This option shall expire on the 15th day of October, 1948, and thereafter shall be of no force and effect; provided that the Lessees shall have the preference right thereafter to purchase the same upon as good terms and conditions as may be offered by any other person making a bona fide offer therefor while this lease is in full force and effect. If the Lessees shall make the rentals aforesaid at the time and in the manner herein specified they shall and may have the peaceable possession of said premises, rights, privileges and easements for the term aforesaid and for the term of any renewal thereof; but in case of failure to pay the rentals aforesaid in the time and in the manner aforesaid or to keep and perform the terms and conditions of this lease the lessors at their option may immediately terminate this lease and evict the Lessees therefrom.

In event the Lessees shall elect to exercise their option or preference right to purchase the Lessors will upon demand, and as soon thereafter as the same can be secured, obtain and deliver to the Lessees for their examination an abstract of title to said premises or a title insurance report and policy at their option showing merchantable title to said premises in the Lessors to the satisfaction of the Lessees, their heirs and assigns.

Dated this 26th day of April, 1948.

Ida F. Smith (LS)

Hugh B. Smith (LS)
Lessors

John C. Wachter (LS)

Carl Krohn (LS)
Lessees

STATE OF OREGON }
County of Morrow } ss.

On this day personally appeared before me Ida B. Smith and Hugh B. Smith, wife and husband, 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 26 day of April, 1948.

My commission expires

(Notarial seal affixed)

Nov. 17, 1950

Frank W. Turner
Notary Public for Oregon
Residing at Heppner, therein.

Filed for record April 14, 1949 at 3-30 p.m. by R. C. Sly.

John C. Wachter
Skamania County Auditor

#39162

Stevenson Plywood Corp. to Lawrence Warehouse Company

FIELD WAREHOUSE LEASE

THIS INDENTURE, made in the City of Portland, County of Multnomah, and State of Oregon, this 30th day of March, 1949, by and between STEVENSON PLYWOOD CORPORATION, a Washington Corporation hereinafter called the lessor, and LAWRENCE WAREHOUSE COMPANY, a California corporation, hereinafter called the lessee;

WITNESSETH:

Book 3 of Agreements and Leases

WHEREAS, the lessor is the owner of the real estate, together with all improvements thereon, situate in the near the city of Stevenson, County of Skamania and state of Washington, described as follows; viz.

Tract A:

Beginning at the Southeast corner of the Daniel F. Bradford Donation Land Claim No. 37 on the right bank of the Columbia River in Section 11, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, running thence North 53 degrees 32' West 1255.5 feet, more or less, following the east boundary line of said Donation Land Claim to a point of intersection with the southerly boundary line of the Spokane, Portland and Seattle Railway Company's right of way, thence southwesterly following said southerly right of way line 1800 feet, thence East 505.3 ft. to the line of ordinary highwater on the right bank of the Columbia River, thence following said line of ordinary high water upstream to the place of beginning containing 34 acres more or less.

Tract D:

Commencing at the southeast corner of Daniel F. Bradford Donation Land Claim No. 37, Skamania County, Washington, in Section 11, Township 2 North, Range 7 East of the Willamette Meridian, thence South 41 degrees 30' West 617.1 feet., thence South 34 degrees West 194.7 ft., thence South 59 degrees 15' West 334 ft, thence West 184.8 ft., thence South 48 degrees West 124 ft to a point on the right bank of the Columbia River, thence from said point as the point of beginning, as follows: West 505.3 ft., more or less, to the southeasterly right of way line of the Spokane Portland and Seattle Railway Company, thence southerly along said right of way line 400 feet, more or less, to the east and west center line of Section 11, said Township and Range, thence easterly along said center line of Section 11, 300 feet, more or less, to the line of ordinary high water on the right bank of the Columbia River, thence northeasterly upstream following said line of ordinary high water 450 feet, more or less, to the place of beginning, containing 3.35 acres more or less.

NOW, THEREFORE, the lessor hereby rents, demises and leases, and the lessee hereby hires and takes of and from the lessor that part of the aforesaid premises described as follows, viz.:

All of the above described Tracts A and D which tracts are located to the south of the Spokane, Portland and Seattle Railway Company right of way and to the west of the Stevenson Plywood Corporation plywood plant as now described and constructed. Said Tracts A and D are shown outlined in red on plat marked EXHIBIT A attached hereto and made a part hereof.

with the appurtenances, together with the full right of ingress and egress to and from said premises, over and through any other premises of the lessor, to be occupied for the conduct of a field warehouse/a tenancy from month to month, and until said tenancy shall be terminated by a thirty (30) day written notice given by either party to the other, for the aggregate rental of One Dollar (\$1.00), the receipt of which is hereby acknowledged; provided that no notice of termination by lessor shall become effective unless all warehouse receipts, or other evidence of the storage, representing commodities stored in or on said premises, or any part thereof, issued by lessee shall have been surrendered to lessee and cancelled, and all charges of lessee due or to become due in connection with the operation of such warehouse shall have been fully paid.

The lessor covenants and agrees that the lessee may place on, in or adjacent to said leased premises, such signs and other evidences as it may deem necessary to indicate its possession of the leased premises and of the commodities stored therein or thereon, and further that the lessee shall have the paramount right at all times during the term of this lease to use any facilities of the lessor for receiving, handling, weighing, storing, caring for, packing, shipping and delivering any stored commodities.

It is expressly understood and agreed that the lessor shall not have access to the leased premises or to the commodities stored therein or thereon, provided, that, with the consent of the lessee, the lessor may enter the warehouse conducted on said premises and, under the supervision of the lessee, deliver thereto commodities for storage, perform such acts as are necessary in the care and preservation of the same while stored and accept delivery of commodities which are designated and released from storage by the lessee, and for the further purpose of making repairs as hereinafter provided.

Book 3 of Agreements & Leases

The lessor agrees with the lessee that it will at its own cost and expense keep said demised premises in good order and repair, and that the lessee shall not be called upon or required to make any repairs of any kind or nature to, in or about said demised premises; and said lessor hereby covenants and agrees to indemnify lessee against any claim, expense, loss or damage suffered by lessee as a result of its occupancy of the premises and against any loss or damage to commodities which may be stored in said premises by the said lessee; and said lessor holds said lessee harmless from any damage or loss that may come to any commodities stored in said premises, irrespective of the nature or cause of said damage or loss.

Should the lessor violate any of the terms or conditions of this lease, or in any manner interfere with, or make difficult the duties of the agents, servants, or employees of the lessee; or become insolvent, or should the premises hereby leased become involved in any manner of litigation, or should the lessor or the lessee be ejected or ousted therefrom, or proceedings be begun for that purpose; or should the lessee at any time deem it necessary for the protection of its interests or of the commodities store, then the lessee shall have the right to remove all commodities from the premises herein described to such other place or places as the lessee may deem proper or expedient; and in case of any such removal the lessor undertakes and agrees to pay the lessee all expenses of such removal and of storing said commodities elsewhere in addition to any other proper charges against said commodities.

The lessor warrants and guarantees the peaceful possession of the premises by the lessee and agrees to indemnify and hold the lessee harmless of and from any and all claims and expenses incurred or assumed by lessee in defending or maintaining possession of said premises. The lessor agrees to execute or cause to be executed any further agreement or agreements that may be necessary to secure the convenient use and enjoyment of the premises hereby leased by the lessee.

Said lessor further agrees with said lessee to pay for all gas, electricity, light, heat, power, steam, water or other utility supplied to or used upon said demised premises during the term of this tenancy.

The lessee, without the consent of the lessor, shall not for all or any part of the term herein granted, sublet the said premises nor assign this lease.

IN WITNESS WHEREOF, lessor has caused this lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and lessee has caused this lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed the day and year first above written.

ATTEST:

W. Grant Major
Secretary

(Corporate seal affixed)

STEVENSON PLYWOOD CORPORATION
Lessor
By Herman Snider

ATTEST:

illegible
Assistant Secretary

(Corporate seal affixed)

LAWRENCE WAREHOUSE COMPANY
Lessee
By S. E. Tippet
Vice-President

(CORPORATION FORM)

State of Washington)
County of Grays Harbor) SS

I, M. A. Berger, a Notary Public in and for said County and State, do hereby CERTIFY that Grant Major personally known to me to be the Secretary of Stevenson Plywood Corporation and Herman Snider personally known to me to be the President of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Secretary and President they signed and delivered the said instrument as such Secretary and President of said corporation, and caused the corpor-

ate seal of said corporation to be affixed hereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 1st day of April, A.D., 1949.

My Commission Expires 12/30/1950

M. A. Berger
Notary Public

(Notarial seal affixed)

Filed for record May 3, 1949 at 11-45 a.m. by Lawrence Warehouse Co.

John C. Wadley
Skamania County Auditor

#39163

Stevenson Plywood Corporation to Lawrence Warehouse Co.

FIELD WAREHOUSE LEASE

THIS INDENTURE, made in the City of Portland, County of Multnomah, and State of Oregon, this 30th day of March, 1949, by and between STEVENSON PLYWOOD CORPORATION, a Washington Corporation, hereinafter called the lessor, and LAWRENCE WAREHOUSE COMPANY, a California corporation, hereinafter called the lessee;

WITNESSETH:

WHEREAS, the lessor is the owner of the real estate, together with all improvement thereon, situate in the near the city of Stevenson County of Skamania and state of Washington, described as follows: viz.

Tract B:

Beginning at the Southeast corner of the Daniel F. Bradford Donation Land Claim No. 37, in Section 11, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, said point being also the southwest corner of the Daniel Baughman Donation Land Claim No. 42, situate on the right bank of the Columbia River, thence upstream along the ordinary high water line of said river, 4300 ft., to the division line dividing said Daniel Baughman Donation Land Claim No. 42, thence leaving the Columbia River North 63 degrees 22' West 830 ft., more or less, and being along the easterly line of the west half of said Baughman Donation Land Claim, to the south right of way line of the Spokane, Portland and Seattle Railway Company, thence westerly along the southerly line of said railroad right of way to the west line of the Baughman Donation Land Claim No. 42, thence South 0 degrees 01' East along the west line of said Daniel Baughman Donation Land Claim No. 42, 998.47 feet to an iron pipe set at the southeast corner of the Felix G. Inman D.L.C. No. 44 on the east boundary of the Daniel F. Bradford D.L.C. No. 37, thence South 53 degrees 32' East, following the east line of said Bradford D.L.C. 610.5 ft. to the place of beginning containing 71.29 acres more or less.

Tract C:

All that portion of the Felix G. Inman D.L.C. No. 44, in Sections 2 and 11, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying southerly of the South right of way line of the Spokane, Portland and Seattle Railway Company being more particularly described as follows: Beginning at an iron pipe set at the southeast corner of the Felix G. Inman D.L.C. No. 44 thence North 0 degrees 01' West along the west line of said Felix G. Inman D.L.C. No. 44, 998.47 feet to the southerly right of way line of the Spokane, Portland, and Seattle Railway Company, thence southwesterly along said right of way line 830 feet, more or less, to the east boundary of the Daniel F. Bradford D.L.C. No. 37, thence South 53 degrees 32' East along the East boundary of said Daniel F. Bradford D.L.C. No. 37, 730 feet, more or less, to the place of beginning containing 7.37 acres.

NOW THEREFORE, the lessor hereby rents, demises and leases, and the lessee hereby hires, and takes of and from the lessor that part of the aforesaid premises described as follows, viz.:

All of that portion of the above described Tract B lying South of a line extended in a Easterly direction from the Northeasterly corner of the log dump as now located on the above described premises, said northeasterly corner may be more particularly described as being located approximately 112 ft. southerly from the southeast corner of the plywood plant as now constructed; and that portion of the above described Tract B lying Easterly of a line extended in a Southwesterly direction from the northeasterly corner of the log dump said line running parallel with the shore line at its ordinary high water mark. ALSO: that portion of the above described Tract C lying south of a line extended in a northwesterly direction from the most southerly corner of the Stevenson Plywood Corporation plywood plant as now constructed, and lying south of the Spokane, Portland and Seattle Railway Co. right of way line. All of the aforementioned portions of Tracts B and C are shown outlined in red on plat marked EXHIBIT A attached hereto and made a part hereof.