

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.

Unofficial
Copy

Book 3 of Agreements and Leases

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 on a tenancy from month to month, or 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 located 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.

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 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 in litigation, or should the lessor or the lessee be ejected or ousted therefrom, or proceedings be begun for that purpose; or should the lessor at any time deem it necessary for the protection of its interests or of the commodities stored, 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,

Book 3 of Agreements & Leases

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 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)

ATTEST:

illegible
Assistant Secretary

(Corporate seal affixed)

(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 corporate 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
(Notarial seal affixed)

M. A. Berger
Notary Public

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

John C. Whitham
Skamania County Auditor

#39180

W. C. McCall to Tom E. Whitham et ux

MEMORANDUM AGREEMENT

THIS AGREEMENT made and entered into this 12th day of April, 1949, by and between W. C. McGALL, hereinafter designated the "Seller", and TOM E. WHITHAM and FLORENCE WHITHAM, husband and wife, hereinafter designated the "Buyers" WITNESSETH:

That the parties hereto in their respective capacities entered into a certain real estate contract dated September 18, 1945, wherein the Seller agreed to sell and the Buyers agreed to purchase certain real property in Skamania County, Washington, together with an easement for use of water from a certain spring serving said premises, and certain personal property therein described, and

WHEREAS, it appears that through inadvertence said property was erroneously described as being situated in Clark County, Washington, and the course of the easement described therein has been found to be incorrect,

NOW, THEREFORE, by way of an amendment of said contract for correction thereof, it is