

#39454

Sam Samson et ux to Jack Woodruff et al

OIL AND GAS LEASE

AGREEMENT, Made and entered into 19th day of April, 1949, by and between Sam Samson and Flora Samson, husband and wife, of Stevenson, Wash., party of the first part, hereinafter called lessor (whether one or more) and Jack Woodruff Roy Woodruff and Robert Woodruff, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tank, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Skamania State of Washington described as follows to-wit:

The Southwest quarter of the Northwest quarter and the East one-half of the Southwest and the West one-half of the Southeast, all in Section 26 Township 2 North Range 6 East W.M. Also commencing at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 26; thence West along the center line of Section 26 500 feet; thence South 45° East to the East line of the Northwest quarter of the Southwest quarter thence North 500 feet to the beginning. Reserving the right to lay a pipe line and to ingress to retain such a pipe line. and containing 215.01 acres, more or less.

Also The Northeast Quarter of the Southeast Quarter of Section 26 Township 2 North Range 6 East WM. Except One Square Acre in the Northeast corner. Also that portion of the Southeast Quarter of the Southeast Quarter of Section 26 lying and abutting North and West of the North Bank Highway, as now located. Excepting that tract containing Ten Acres conveyed to Yettick as follows: Beginning at the Southwest corner of the East one-half of the Southeast quarter of Section 26, and running thence with the legal subdivision line North 31½° East 16 Chains 27 links to the South boundary fence of Levens Meadow and described as follows: A Maple tree 12 inches in diameter and an L made with brass tacks on the South side of a wire fence corner; thence 76° 80' East 7 Chain 72 Links to a point on the side fence marked and described as follows: A fir tree about 5 inches in diameter supporting said wire fence at a gate standing about Northeast of a fir stub about 5 feet in diameter about 3 links distant. Thence South 1 Chain 50 links to the county Road as thence South 32° West along the County Road 3 Chains 32 Links; thence South 15° East 1 Chain 9½ links; thence South 32° East 1 Chain 69½ Links; thence South 7° 10' East 1 Chain 76 Links; thence South 14° West 1 Chain 62 Links; thence 30° West 2 Chains 7½ Links; thence South 20° West 1 Chain 37 Links; thence South 38° West ½ Chain to the South boundary line of Section 26; thence West on said section line 4 Chains 20 Links to the beginning.

Less acreage sold therefrom.

Also beginning at a point on the Northerly line of the Southeast Quarter of the Southeast Quarter of Section 26 Township 2 North Range 6 East WM. marking its intersection with the Westerly line of the road formerly known as the State Highway No. 8 as the same existed at and prior to July 5, 1927; thence in a Northerly direction along the Westerly side of said Highway to intersection with the Easterly side of the present Highway No. 8; thence Southerly along the Easterly side of the present Highway No. 8 to the North line of the Southeast Quarter of the Southeast Quarter of Section 26; thence East to the place of beginning. Containing .8 acres.

It is agreed that this lease shall remain in force for a term of 16 years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.

2nd. To pay the lessor 1/8 royalty of oil or gas DOLLARS each year, in advance, for the gas from each well where gas only is found, while the same is being used on the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling houses on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or

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for the manufacture of casinghead gas 1/8 of oil or gas produced, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the First day of May, 1950, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Bank of Stevenson Bank at Stevenson or its successors, which shall continue as the depository regardless of change in the ownership of said land, the sum of ____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by his operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and

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agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 19th day of April, 1949.

Witness:

R. M. Wright

Sam Samson

(SEAL)

Flora Samson

(SEAL)

STATE OF WASHINGTON

County of Skamania

ss.

THIS IS TO CERTIFY, That on this 19th day of April, A.D. 1949 before me R. M. Wright, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Sam Samson and Flora Samson, husband and wife, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

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

Filed for record July 5, 1949 at 11:20 a.m. by R. L. Woodruff.

John S. Haulton
Skamania County Auditor.

#39455

Donald D. Shelton to Jack Woodruff et al

AGREEMENT, Made and entered into the ____ day of ____, 1949, by and between Donald D. Shelton of ____, hereinafter called Lessor (whether one or more), and Jack Woodruff, Roy Woodruff and Robert Woodruff, hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of One (\$1.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Skamania, State of Washington, described as follows, to-wit:

Beginning at a point on the South line of the Evergreen Highway where said line intersects with the East line of the B. B. Bishop DLC No. 39, which point is North 162.7 feet from the U. S. Government monument marking the angle corner between the B. B. Bishop DLC and the G. W. Johnson DLC No. 38; thence South 24° 27' 30" East 328.33 feet; thence North 61° 10' East 41.35 feet; thence North 24° 27' 30" West 325.38 feet; thence North 65° 32' 30" West 41.47 feet to the place of beginning. Also begin at the point of intersection of the Southerly Right-of-way line of the S. P. & S. Railway and the westerly boundary line of the B. B. Bishop DLC in Sections 20 and 21, which point is South 45° East 398.23 feet from the angular corner of the Westerly boundary line of the said Bishop DLC: thence North 61° 10' East on said Southerly Right-of-way line a distance of 972.02 feet to a point which is at right angles and distant 100 feet from the center line of the S. P. & S. Railway tract at station 2012+23.4; thence South 28° 50' East 50 feet; thence South 61° 10' West 957.52 feet to a point of intersection with the Bishop DLC Westerly boundary; thence North 45° West along the Westerly line of the DLC 52.06 feet to the point of beginning. Also all shorelands of the second class, owned by the grantor, embraced within the following described boundaries: Beginning at the Southeast corner of the G. W. Johnson DLC in Section 21; thence South 45° 46' East 106.20 feet; thence South 21° 16' West 30.60 feet; thence South 53° 34' West 228.79 feet; thence South 28° 50' East 255.79 feet; thence South 15° 41' West 264.9 feet; thence South 35° 21' 17.7 feet; thence South 29° 32' West 487.1 feet; thence South 7° 51' West 325.1 feet; thence South 28° 05' West 161 feet; thence South 38° 57' West 612.4 feet; thence South 20° 09' West 339.7 feet; thence South 42° 25' 26" West 627.11 feet; thence North 17° 30' West 249.9 feet; thence North 18° 15' East 1640.76 feet; thence North 63° East 145.2 feet; thence North 48° 15' East 429 feet; thence North 64° 56' 30" East 572.09 feet;