

Book 3 of Agreements and Leases

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;

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thence North 59° 45' East 56.76 feet; thence North 26° East 243.54 feet; thence North 8° 30' East 792 feet; thence North 24° 30' East 175.3 feet to the place of beginning of Section 20 & 21, Township 2 N, Range 7 EWM, and containing 40.807 acres, more or less.

It is agreed that this lease shall remain in force for a term of Ten years from this date, and as long thereafter as oil or gas or either of them is produced from said land by 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 lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor ^{for} gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land or within the boundaries of the lands described as follows: on or before the First day of May, 1950, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Bank of Stevenson Bank at Stevenson, Washington, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Twenty-five Cents (\$0.25) per acre 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 privilege 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 for 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 the 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, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil, or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

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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 for shall be paid the said lessor only in the proportion which lessor's 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 lessee's operations thereon, except water from the wells of lessor.

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

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

Lessee shall pay for damages caused by lessee's 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 assignments of rental 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 that 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 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, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

ADDENDRUM

1. That if County taxes, on land only, be increased because of lessee's operation in vicinity, lessee shall pay such increase at time such taxes become due.
2. That the leased premises shall not be used for roadway, foundation for pipe line or as an auxiliary for production or operation on other lands.
3. That if lessee suspend operation or fail to continue operation in good faith, this lease shall automatically terminate.
4. If casing be sunk one hundred twenty five feet from the surface down said casing shall, at option of lessor, be left in the hole for water supply purposes for lessor, lessor shall pay lessee the cost price for said one hundred twenty five foot casing or fraction thereof, depending on the number of joints required to reach the one hundred twenty five foot level.

IN WITNESS WHEREOF, we sign, this the 20th day of May, 1949.

Witnesses:

Donald D. Shelton

Martha A. Dean

STATE OF OREGON)

ss.

County of Multnomah)

BE IT REMEMBERED, That on this 20th day of May A.D. 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

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Donald D. Shelton who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notary seal the day and year last above written.

(Notarial seal affixed)

H. P. Kroder
Notary Public
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 7-22-50.

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

John L. Shelton
Skamania County Auditor.

#39456

J. W. McLoughlin to Jack Woodruff et al

AGREEMENT, Made and entered into the ____ day of ____, 1949, by and between J. W. McLoughlin, 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 a. 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:

The Northwest Quarter of the Southeast Quarter of Section 33, Township 2 N, Range 6 EWM, and containing 40 acres, more or less. It is agreed that this lease shall remain in force for a term of Ten years from this date, and as long thereafter as oil or gas or either of them is produced from said land by 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 lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth ($1/8$) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth ($1/8$), payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth ($1/8$) of the proceeds, at the mouth of the well payable monthly at the prevailing market rate.

If no well be commenced on said land or within the boundaries of the lands described as follows: on or before the First day of May 1950, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Bank of Stevenson Bank at Stevenson, Washington, or its successors, which shall continue as the depository regardless of changes 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