

## Book 3 of Agreements and Leases

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.

*Superior to Skamania*  
Skamania County Auditor.

#39461

John Franz to Jack Woodruff et al

AGREEMENT, Made and entered into the 29th day of April, 1949, by and between John Franz, widower, 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:

The West One-half of the Southeast Quarter, the South One-half of the Southeast Quarter of the Southeast Quarter, and the North One-half of the Southeast Quarter of the Southeast Quarter, All in Section 32 Township 2 North Range 6 EWM. Also the Northeast Quarter of the Northeast Quarter and Lots 1, 2, 3, 4, 6, and 7 and also all shorelands fronting this acreage, in Section 5 Township 1 North Range 6 East WM.

of Section 32 & 1, Township 2 N & 1, Range 6 EWM, and containing 352.1 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 commence-

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ment 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.

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



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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.

IN WITNESS WHEREOF, we sign, this the 29th day of April, 1949.

Witnesses:

John Franz

Robert L. Woodruff

STATE OF WASHINGTON }

ss.

County of Skamania }

BE IT REMEMBERED, That on this 29th day of April, A.D. 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John Franz, widower, 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 seal the day and year last above written.

(Notarial seal affixed)

R. M. Wright  
NOTARY PUBLIC FOR THE STATE OF  
WASHINGTON, RESIDING AT STEVENSON.  
Notary Public.

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

*John L. Smith*  
Skamania County Auditor.

#39462

A. L. Smith et ux to Jack Woodruff et al

OIL AND GAS LEASE

AGREEMENT, Made and entered into 28th day of April, 1949, by and between A. L. Smith and Mabel L. Smith, husband and wife of Vancouver, Washington 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 handpaid, 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:

Commencing at a point 967.29 feet North and 205.75 feet east of the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 26, Twp. 2 N. R. 6 E.W.M., thence North 70° 46' E. 100 feet to the initial point, said point being on the northerly line of the road designated as "Little Street"; thence N. 70° 46' East 300 feet more or less to the center of Little Creek, thence following center line of Little Creek in a northerly direction a distance of 400 feet more or less to the the southerly line extended of that tract of land conveyed to Carl Lund by deed recorded at page 215, Volume "28" Deed Records of Skamania County, Washington, thence South 69° 30' East along the southerly line of the Lund tract above mentioned to a point which is North 6° 23' West of the initial point; thence South 6° 26' East to the initial point. Also commencing at a point 967.29 feet north and 205.75 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 26, Twp. 2 N. R. 6 E.W.M., thence North 70° 46' E. 100 feet to the initial point, said point being on the northerly line of the road designated as "Little Street"; thence South 70° 46' W 300 feet more or less to the center line north and south through the southeast quarter of said section 26, thence North 6° 23' West a distance of 400 feet more or less to the southerly line extended westerly of that tract of land conveyed to Carl Lund by deed recorded at page 215, Volume "28" of Deeds, records of Skamania County, Washington, thence North 69° 30' East 300 feet more or less to a point which is North 6° 23' West of the initial point, thence south 6° 26' East to the initial point.

and containing \_\_\_\_\_ acres, more or less.