

Book 3 of Agreements & Leases

corporate seal of said corporation.

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

(Notarial seal affixed)

L. A. St. Romaine
Notary Public in and for the State of Washington,
residing at Hoquiam

Filed for record November 20, 1949 at 11-30 a.m. by McNicklen, Rupp & Schwepps.

John C. W. [Signature]
Skamania County Auditor

#40178 Lee-Miller et al to Clair R. Caldwell et al

MUTUAL AGREEMENT FOR THE CANCELLATION OF CONTRACT

WHEREAS, a contract was entered into in March 1948, wherein LEE MILLER and DELLA MILLER, husband and wife, and WM. J. GILL and JULIET A. GILL, husband and wife, agreed to sell certain timber to CLAIR R. CALDWELL, VERN CALDWELL and SILVER STAR LOGGING CO.; and,

Whereas, nothing has been done relative to the consummation of said agreement, and all parties thereto are mutually agreeable to the termination thereof,

NOW, THEREFORE, for and in consideration of the premises, the undersigned agree that said contract may be and is hereby terminated.

Executed, in duplicate, this 22nd day of August, 1949.

Lee Miller

Della Miller

Wm. J. Gill

Juliet A. Gill

Attest: SILVER STAR LOGGING CO.

By-Clair Caldwell

Vern Caldwell

Filed for record December 1, 1949 at 10-35 a.m. by Lee M. Miller.

John C. W. [Signature]
Skamania County Auditor

#40227 Hegewald Lumber & Logging Co. to Lawrence Warehouse Co.

LEASE

LAWRENCE WAREHOUSE COMPANY - FIELD WAREHOUSE LEASE.

THIS INDENTURE, made in the City of Portland, County of Multnomah, and State of Oregon, this 27th day of September, 1949, by and between HEGEWALD LUMBER & LOGGING COMPANY, INC., a Washington Corporation hereinafter called the lessor, and LAWRENCE WAREHOUSE COMPANY, a California corporation, hereinafter called the lessee;

WITNESSETH: WHEREAS, the lessor is the Lessee of the real estate, together with all improvements thereon, situate in the vicinity of Stevenson County of Skamania and state of Washington, described as follows; viz.

Township 3 North, Range Eight (8) East Skamania County State of Washington.
That certain section of the S. P. & S. Railroad right of way running west from S. P. & S. Railroad bridge No. 58-8.

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.:

Beginning at the Southwest corner of the S.P. & S. Railroad Bridge No. 58-8; thence in a westerly direction along said Railroad Companies tracks for a distance of approximately 725 feet; thence in a southerly direction a distance of approximately 100 feet; thence in a Easterly direction along the South boundary of the S. P. & S. right of way a distance of approximately 725 feet;

thence in a Northerly direction a distance of approximately 100 feet; to the point of beginning Said area being the north bank of what is commonly known as the Wind River Cove. All of the above described property being included in area outlined in RED on Plate 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 on 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.

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 in 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 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, 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.

(Corporate seal affixed)
ATTEST:

HEGEWALD LUMBER & LOGGING COMPANY, INC.
Lessor
By R. M. Hegewald.

R. Dewitt Jones
Secretary

ATTEST:

LAWRENCE WAREHOUSE COMPANY
Lessee

Assistant Secretary

By S. E. Tippet
Vice-President

(Signature illegible)
(CORPORATION FORM)

STATE OF WASHINGTON)
County of Clark) ss.

I, M. A. Riley, a Notary Public in and for said County and State, do hereby CERTIFY that R. M. Hegewald personally known to me to be the President of Hegewald Lumber & Logging Company, Inc. and R. Dewitt Jones personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as such President and Secretary 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 24th day of October, A.D. 1949.

My Commission Expires May 9, 1953.

M. A. Riley
Notary Public in and for the State of Washington.

Filed for record December 13, 1949 at 10-35 a.m. by Lawrence Warehouse Company.

John C. Gaudin
Skamania County Auditor

#40241

Hegewald Lumber & Logging Company to Lawrence Warehouse Company.

LEASE

LAWRENCE WAREHOUSE COMPANY - FIELD WAREHOUSE LEASE.

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