

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.

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.

All of that portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), lying South of the S. P. & S. Railroad right of way; Government Lot Four (4) in Section Twenty-eight (28) and the Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), all in Township Three (3) North, Range Eight (8) East, in Skamania County and State of Washington.

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 a point approximately 100 feet South of the Southwest corner of the S.P. & S. Railroad bridge No. 58-8; thence in a westerly direction along the South boundary of the S.P. & S. Railroad right of way for a distance of approximately 725 feet; thence in a Southwesterly direction a distance of approximately 1200 feet to a point; thence in a Southeasterly direction a distance of approximately 500 feet to the tip of the West jaw of the Wind River Cove; thence parallel with the S. P. & S. right of way a distance of approximately 700 feet in a easterly direction to a point; thence in a Northerly direction a distance of approximately 700 feet more or less to the point of beginning. Said area being commonly known as the Wind River Cove. All the above described property to be known as Unit "A" being outlined in RED on plat 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.

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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 charge 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 tenant.

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.

ATTEST: (Corporate seal affixed) Hegewald Lumber & Logging Company, Inc.
Lessor

R. DeWitt Jones
Secretary

By R. M. Hegewald

ATTEST: (Corporate seal affixed) LAWRENCE WAREHOUSE COMPANY
Lessee

(Signature Illegible)
Assistant Secretary

By L. E. Tippet
Vice-President

ASSENT - USE IF LESSOR IS NOT OWNER OF WITHIN DESCRIBED PREMISES.

Now comes Anne F. Monaghan, Thomas O. Monaghan and Margaret Monaghan Ziegler owner of the property described in the foregoing lease, and hereby consents to the making of said lease.

Anne F. Monaghan

Thomas O. Monaghan

Margaret Monaghan Ziegler

(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 and 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

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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 9th day of November, A. D. 1949.

My Commission Expires May 9, 1953.
(Notarial seal affixed)

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

Filed for record December 16, 1949 at 1-00 p.m. by Lawrence Warehouse Company.

John C. Macdonald
Skamania County Auditor

#40250 Lee Miller et ux et al to Olson Bros.
Lumber Company.

AGREEMENT COVERING THE SALE OF TIMBER AND LEASE OF RIGHT OF WAY.

+THIS AGREEMENT, Made and entered into this 2nd day of December, 1949, by and between LEE MILLER and DELLA MILLER, husband and wife, and WM. J. GILL and JULIET A. GILL, husband and wife, parties of the first part, and ERNEST OLSON and EDWIN NILSON, a copartnership doing business as Olson Bros. Lumber Company, parties of the second part,

WITNESSETH: For and in consideration of the sum of \$10.00 to them in hand paid, the receipt whereof is hereby acknowledged, and the mutual agreements entered into by the respective parties as hereinafter set out, the Parties of the First Part do hereby bargain, sell and convey unto the Parties of the Second Part all merchantable timber situate on the following described real property in Skamania County, Washington:

The Southeast Quarter of Section 24 in Township 3 North of Range 5 East of the Willamette Meridian.

The Parties of the First Part also lease and demise unto the Parties of the Second Part a right of way for logging purposes over and across the quarter section of land hereinabove described, and also over and across the Northwest Quarter of Section 30 in: Township 3 North of Range 6 East of the Willamette Meridian in Skamania County, Washington, said right of way to consist of a strip of land adequate in width for the logging purposes of the Parties of the Second Part, but particularly located especially across the latter described property and at the crossing of the Washougal River on a route designated and approved by the Parties of the First Part. Said strip of land is to be used for transportation of logs and equipment, and no logs or logging equipment are to be stored thereon or on property adjacent thereto in the Northwest Quarter of said Section 30. The lease on said right of way to cover a term of 15 years from date.

The Parties of the First Part reserve the right to use the right of way covered by this lease for any and all purposes that they may desire, including permission by them for the use of the same by others, provided only that the use thereof shall not materially interfere with the use by the Parties of the Second Part, and that it will not be used by the Parties of the First Part or their licensees for logging purposes, except possibly the transportation of quantities of wood for the personal use of the Parties of the First Part.

It is understood that the Parties of the Second Part shall have the right to establish such additional access roads as they may need in Section 24, hereinabove described, and that no restriction is to be placed on them for the use of the same in removing the merchantable timber situate on said quarter section. The Parties of the First Part and their licensees shall have the right to use such established roads under the conditions herein-