

Book 3 of Agreements and Leases

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-

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before set out, and also to use roads constructed by the Parties of the Second Part on other property adjacent and contiguous thereto under like conditions during the term of this lease agreement.

The Parties of the Second Part agree to maintain such roads as may be constructed by them over and across the property of the Parties of the First Part hereinabove described in a reasonably good state of condition and repair, for logging purposes, and may terminate their lease thereon within the term herein provided when they have completed all of their logging operations for which such rights of way have been leased by giving notice to the Parties of the First Part of their intention so to do, but until such rights are terminated, either by notice or expiration of the term, they agree to maintain the roads as hereinbefore set out and at such termination will leave the roads in like condition.

The timber sold by the Parties of the First Part is to be removed within three years from date, and all taxes thereon paid by the Parties of the Second Part.

In the cutting and removal of said timber the Parties of the Second Part agree to conduct their operations upon said real property in accordance with the laws of the State of Washington, and to log such property strictly in accordance with all lawful regulations of the State or United States Forestry Departments appertaining thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, in duplicate, this 2nd day of December, 1949.

Wm. J. Gill

Juliet A. Gill

Lee Miller

Della Miller
Parties of the First Part.

Ernest Olson

Edwin Nilson
Parties of the Second Part.

STATE OF WASHINGTON }
County of Clark } ss.

THIS IS TO CERTIFY THAT upon this 9th day of December, 1949, personally appeared before me, the undersigned authority, LEE MILLER and DELLA MILLER, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument, and they did acknowledge to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and date in this certificate first above written.

(Notarial seal affixed)

Chas. R. Vinson
Notary Public in and for the State of Washington,
residing at Washougal therein.

STATE OF WASHINGTON, }
County of Clark. } ss.

THIS IS TO CERTIFY That upon this 2nd day of December, 1949, personally appeared before me, the undersigned authority, WM. J. GILL and JULIET A. GILL, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument, and they did acknowledge to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and date in this certificate first above written.

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(Notarial Seal affixed)

Jos. E. Hall
Notary Public in and for the State of
Washington, residing at Vancouver, therein.

Filed for record December 19, 1949 at 10-50 a.m. by Della B. Miller.

John C. Gachter
Skamania County Auditor

#40309

Frank Cady et al and Jack Woodruff et al.

LEASE OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of May, 1949, by and between Frank Cady and Carl T. Olsen and Jerusha Olsen, his wife, of Skamania, Washington, 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, demise, 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:

Commencing at the point of intersection of the center line of Section 35 with the North right-of-way line of the S.P. & S. Railway; thence North along said center line to intersection with South line of Highway; thence Easterly along Highway to center of channel change of Woodward Creek; thence following the said center line of channel change in a Southeasterly direction to intersection with the East line of the Northwest of the Northeast; thence South to the North line of said Railway; thence Westerly along North line of said Railway to the point of beginning. Except land sold therefrom.

of Section 35, Township 2 N, Range 6 EWM, and containing 6 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, 50 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 per acre, which shall operate as a rental and cover the