

#14768

Agreement.

Table Rock Mineral Water Co to Clear Creek Lumber Co

THIS AGREEMENT made this 28th day of November 1927 between Table Rock Mineral Water Company, an Oregon corporation, party of the first part, hereinafter called the "seller" and CLEAR CREEK LUMBER COMPANY "a co-partnership consisting of H.J. Potter and C.A. Potter party of the second part, hereinafter called the "purchaser" WITNESSETH:

That in consideration of the mutual agreements herein contained to be performed by the respective parties, the Seller agrees to sell and the Purchaser agrees to purchase all of the timber now standing, lying or being upon the following described real property situated in the County of Skamania, State of Washington, and particularly described as follows, to-wit:

The north half of the southwest quarter, the North half of the southeast quarter and lots one (1), Two (2), Three (3) and four (4), in section nine (9), in township Two (2) North of range seven (7) East of the Willamett Meridian, containing 374.10 acres more or less;

The West half of the northwest quarter, and the southeast quarter of the Northwest quarter, the West half of the Northeast quarter, the North half of the Southeast quarter, and lot Eight (8), in section sixteen (16), Township two (2) North of range seven (7) East of the Willamett Meridian, containing 305.24 acres more or less.

The purchaser agrees to pay for said timber the sum of Fifteen Thousand Dollars (\$1500.00), of which amount the sum of Five Thousand Dollars (\$5,000.) has been paid simultaneously with the execution and delivery of this agreement. The Seller acknowledges receipt from the purchaser of the said sum of \$5,000. The balance of said purchase price, namely, Ten Thousand Dollars (\$10,000) is to be paid to the seller at Portland Oregon, at times and in the amounts hereinafter set forth:

On or before June 30, 1928, \$2500.00; On or before December 31, 1928, \$2500.00  
On or before June 30, 1929, \$2500.00; On or before December 31, 1929, \$2500.00.

All deferred payments shall bear interest at the rate of Five per cent. (5%) per annum from the date hereof and shall be represented by promissory notes executed by the Purchaser and endorsed on the reverse side thereof by H.J. Potter individually and C.A. Potter individually.

The purchaser agrees to pay all taxes hereafter assessed, but not including any taxes or other public liens, levied, assessed, or payable prior to November 28, 1927, upon the timber hereinbefore described and further agrees to pay all taxes or other public liens levied, assessed, upon any improvement or improvements placed upon said real property by the purchaser. The seller shall pay all taxes which shall be assessed against and become a lien upon the real property exclusive of said timber, and exclusive of any improvement or improvements placed upon said property by the purchaser. All of said taxes to be paid by the purchaser shall be paid seasonably and before the same shall become delinquent.

The Purchaser while not in default under this contract shall have the right during a period of five (5) years from and after the date hereof, to go upon said lands and remove the above mentioned timber now standing, lying and being thereon, but all right of the purchaser to cut and remove such timber shall expire on November 28, 1932, without notice from the seller.

The seller hereby gives and grants unto the purchaser the right to the free and unrestricted use any portion of the above described premises for right of way purposes and for logging and sawmilling, and the right to use that portion of the lake located on the real property of the seller for the storage of logs, for a period of seven (7) years from and after the date hereof, without any additional payment by the purchaser

PROVIDED HOWEVER, that all rights hereby granted to the purchaser to cut and remove the timber on said premises and to use <sup>the</sup> said premises for logging and sawmilling and storage purposes, shall immediately cease upon any default of purchaser in connection with any of the obligations herein contained, which on its part are to be kept and performed. And such rights shall expire and cease without notice from the seller to the purchaser. And in the event of such default and termination of such rights all payments theretofore made by the seller to the purchaser shall be forfeited to the seller, and the purchaser shall have no right to recover any such sum theretofore paid by it to the seller.

The purchaser shall have the right, while not in any respect in default in the performance of this contract, to remove from the premises hereinbefore described any building or structure erected thereon by said purchaser, and any equipment or other improvement or improvements placed thereon by said purchaser.

All rights of the seller shall be cumulative, and the right to terminate this agreement shall not prevent the seller from asserting any other rights which it may have by reason of such default.

This contract shall not be assigned by the purchaser without the written permission of the seller.

EXECUTED as of the day and year first above written.

H. J. Potter (seal)  
Claud A. Potter (seal)  
 Co-partners doing business  
 as Clear Creek Lumber Company.

TABLE ROCK MINERAL WATER COMPANY  
 By Andrew R. Porter  
 Attest: Guy R. Porter President (Corporate Seal)  
 Secretary.

TABLE ROCK MINERAL WATER CO.

Township T. 10 N. R. 7 E. S. 1 W.

Range SEVEN EAST 1/4

Section 16

Section 17

Section 18

Section 19

Section 20

Section 21

Section 22

Section 23

Section 24

Section 25

Section 26

Section 27

Section 28

Section 29

Section 30

Section 31

Section 32

Section 33

Section 34

Section 35

Section 36

Township Plat—1 inch scale. Form 78

PIONEER B'Y. & P'TG. CO., TACOMA—23538 5-15-53

PROVIDED HOWEVER, that all rights hereby granted to the purchaser to cut and remove the timber on said premises and to use <sup>the</sup> said premises for logging and sawmills and storage purposes, shall immediately cease upon any default of purchaser in connection with any of the obligations herein contained, which on its part are to be kept and ~~maintained~~. And such rights shall expire and cease without notice from the seller to the

On this 28th day of November 1927, before me appeared Andrew R. Porter and Guy R. Porter, to be known, who being duly sworn, did say that he, the said Andrew R. Porter is the President, and he, the said Guy R. Porter is the secretary of said Table Rock Mineral Water Company, the within named corporation, and said Andrew R. Porter and Guy R. Porter, acknowledged said instrument to be the free act and deed of said corporation.

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

(Notarial Seal)

M. G. Montgomery  
Notary Public for Oregon  
My commission expires 12-27-29

PORTER BROTHERS CONTRACTORS  
PORTER BUILDING, PORTLAND OREGON,

November 29 1927

Clear Creek Lumber Company, Estacada Oregon,

Gentlemen:

In connection with our agreement with you of this date: November 28, 1927.

The timber which we are selling to you is free and clear of all ~~it~~ liens and encumbrances whatsoever, except certain taxes, now a lien, which we are to pay, and we agree to save you harmless from any and all claims and demands on account of any such lien or encumbrances up to this date and from any and all liens or claims to arise hereafter which under the contract we are obliged to pay.

Yours very truly,  
TABLE ROCK MINERAL WATER COMPANY  
by Andrew R. Porter

GRP.MGM

Attest: Guy R. Porter  
Secretary.

(Corporate seal)

at 2:45 A.M.

Filed for record April, 13th, 1928, by Claud A. Potter Moffitts Wash.

*H. C. C. Lusser*  
Auditor