

of such resolution in the Records of Skamania County. Costs involved in recording such resolution shall be borne by the party seeking the change.

7. Foreclosure under this lien shall be in accordance with the regularly prescribed procedure for the foreclosure of Real Estate Mortgages in the State of Washington, and all costs involved including a reasonable Attorney's fee shall be borne by the owner, his heirs and assigns.

8. It is agreed that the title of said lines shall remain with the District, its successors, or assigns.

ENTERED INTO at Stevenson, Washington, this 14th day of June 1951.

APPROVED this 22 day of June 1951.

Public Utility District #1 of
Skamania County, Washington,

Owners

Philip W Jungert

Henrietta Adams Jungert

By J C Price
Vice-President

Filed for record June 27, 1951 at 2-00 p.m. by P.U.D. #1 of Skamania County.

John C. Washington
Skamania County Auditor

#42638

Otis Shepardson et ux to the Long-Bell Lumber Company

LEASE

THIS AGREEMENT OF LEASE, Made and entered into this 27th day of June, 1951, by and between OTIS SHEPARDSON and EDITH SHEPARDSON, husband and wife (hereinafter referred to as "Lessors"), and THE LONG-BELL LUMBER COMPANY, a Missouri corporation duly authorized to transact business in the State of Washington, (hereinafter referred to as "Lessee")

WITNESSETH THAT:

The parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessors hereby lease to the Lessee, its successors and assigns, the following described real property, together with all improvements thereon and appurtenances thereto, situated in Skamania County, Washington, to-wit:

Government Lot Four (4) of Section Twenty-seven (27),
Township Three (3) North, Range Eight (8) East of W. M.
(Except the United States government flowage easement
and Washington State Fish Hatchery property)

for use as a log dumping, booming and rafting grounds, and all other uses customarily incident thereto.

2. Lessors represent and covenant that they are the owners in fee simple of the lands above described and have full right and authority to lease the same, and that there are no outstanding interests, liens or encumbrances that will interfere with the Lessee's full and exclusive possession of the leased premises in accordance with the terms of this lease. In the event that the Lessee's possession of the premises is, in the judgment of Lessee, threatened by reason of default in the payment of any lien, tax or encumbrance on the lands above described, the Lessee may satisfy such default and deduct the amount so paid from any amount due the Lessors as rental under this lease.

3. The term of this lease shall be ten (10) years beginning July 1, 1951 and ending midnight, June 30, 1961.

4. The Lessee covenants and agrees to pay the Lessors as rent for such premises the sum of ten cents (\$0.10) per thousand feet commercial log scale of logs boomed and rafted at the dump operated on said lands: Provided, however, that the minimum rental for the ten-year term shall be Twelve Thousand Dollars (\$12,000.00) whether or not any logs are dumped, boomed and rafted on said lands during the term. The rental shall be payable monthly on the basis

of the quantity of logs processed through the dump during the preceding calendar month; the minimum rental, if applicable, shall be payable annually.

5. Lessee shall have the right to construct, operate and maintain on the lands above described log dumping, booming and rafting grounds, and all machinery and facilities necessary or convenient in connection therewith. Lessee shall have the right to make alterations in structures and grades, to erect, install and maintain additions and structures, and to attach fixtures to the premises and make any other improvements thereon, including the construction of utilities and roads. It is agreed by Lessors that all such machinery, facilities, structures, additions, fixtures and improvements, except roads, shall be and remain personal property and the property to the Lessee, its successors and assigns, and that the Lessee shall have a period of thirty (30) days after termination of this lease for any reason within which to remove the same.

6. Lessee, its successors and assigns, shall have the right to renew this lease on the same terms and conditions as the original term for an additional term of ten (10) years. In the event that Lessee elects to renew this lease, it shall do so by giving notice in writing to Lessors not later than thirty (30) days prior to the end of the original term.

7. Lessee covenants and agrees to comply with all local, state and Federal laws and regulations applicable to the conduct of its said business on the leased premises.

8. Lessee covenants and agrees to assume all risk of loss, damage or destruction to any machinery, facilities, structures, additions, fixtures and improvements erected or brought by it on the leased premises, and to any property brought upon the leased premises by any other person with the knowledge or consent of the Lessee; and the Lessee hereby agrees to indemnify and hold harmless the Lessors, their heirs, administrators and assigns, from and against any and all liability, causes of action, claims or demands which any person may hereafter assert, have claim, or claim to have, arising out of or by reason of any such loss, damage or destruction to property or injury to the person on, or about the leased premises by the Lessee.

9. In the event that Lessee fails to pay the rent herein specified or defaults in the performance of any of the conditions or covenants on the part of the Lessee to be performed, Lessors shall have the right to cancel this lease upon thirty (30) days notice in writing to Lessee or his assigns unless prior to the expiration of such thirty (30) days the default shall have been cured.

10. The Lessors shall pay all taxes of every kind and nature levied upon the above described lands, except that the Lessee shall pay the general personal property taxes levied against the property which is attached, installed or placed on the above described premises under the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

APPROVED AS TO FORM
JAH
Attorney

(Corporate seal affixed)

ATTEST:

A. L. Bugar
Assistant Secretary

STATE OF WASHINGTON }
County of Cowlitz } SS.

Otis Shepardson
Otis Shepardson

Edith Shepardson
Edith Shepardson

THE LONG-BELL LUMBER COMPANY

By R. F. Morse
Vice President

On this day personally appeared before me Otis Shepardson and Edith Shepardson,

husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of June, 1951.

(Notarial seal affixed)

Edgar P. Reid
Notary Public in and for the State
of Washington, residing at Kelso

STATE OF WASHINGTON)
County of Cowlitz) ss.

On this 27th day of June, 1951, before me personally appeared R. W. Morse and A. L. Bogan to me known to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official the day and year first above written.

(Notarial seal affixed)

Vern C. Hanson.
Notary Public in and for the State
of Washington, residing at Longview.

Filed for record July 3, 1951 at 9:30 a.m. by J. J. Salvesen.

John C. Wachter
Skamania County Auditor

#42679

Hogan & Grasseeth to Columbia-Hudson Lumber Company

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that PATRICK C. HOGAN and MILDRED L. HOGAN, husband and wife, and NINA MAE GRASSEETH, unmarried, surviving widow and sole devisee of Kenneth M. Grasseeth, deceased, individually, and as copartners doing business as and under the name and style of HOGAN & GRASSEETH, a partnership, in consideration of One Hundred Dollars (\$100.00) and other valuable considerations to them paid by COLUMBIA-HUDSON LUMBER COMPANY, do hereby assign, transfer and set over unto said Columbia-Hudson Lumber Company, its successors and assigns, those certain agreements and leases described as follows, to wit:

1. That certain agreement and lease bearing date the 1st day of March, 1947, by and between Patrick C. Hogan and Kenneth M. Grasseeth, the parties of the first part, and John M. Jessup and Mary Jessup, husband and wife, the parties of the second part, recorded on May 2, 1947, in book 3 at pages 493 and 494 of the agreements and leases records of Skamania County, State of Washington;

2. That certain agreement and lease bearing date the 1st day of March, 1948, by and between Patrick C. Hogan and Kenneth M. Grasseeth, the parties of the first part, and John M. Jessup and Mary Jessup, husband and wife, the parties of the second part, recorded on June 17, 1948, in book 3 at pages 526 and 527 of the agreements and leases records of Skamania County, State of Washington;

3. That certain agreement and lease bearing date the ____ day of December, 1950, by and between Patrick C. Hogan and Nina Mae Grasseeth, co-partners doing business as Hogan & Grasseeth, the parties of the first part, and Mary Jessup, a widow, party of the second part, recorded on December 26, 1950, in book 4 at pages 9 and 10 of the agreements and leases records of Skamania County, State of Washington;