

THIS AGREEMENT, Made and entered into this 14th day of June, 1961,  
by and between MACHINERY SALES COMPANY, INC.

Portland, Oregon  
hereinafter referred to as first party (whether singular or plural); and COLUMBIA LUMBER PRODUCTS CO.  
16808 N.E. Hassalo Street, Portland, Oregon  
hereinafter known as second party (whether singular or plural);

WITNESSETH: In consideration of the covenants herein contained to be kept by second party, first party does hereby lease, demise and let to the said second party the following described equipment, to-wit:

One (1) newly built 8' DeWalt End Tripper, with 2 new 5 hp arbor motors, chain, logs, and 3/4 hp gearhead motor.

One (1) newly built section of steel Wood Conveyor, 28' long, with 10" belt.

One (1) newly built section of steel Wood Conveyor, 30' long, with chain, 9" dogs, 4 drive rolls, shafting, and motor with gear reduction drive.

THIS EQUIPMENT IS TO BE LOCATED AT MILL SITE IN SKAMANIA, SKAMANIA COUNTY, WASHINGTON.

known as  
To Have and to Hold the same unto the second party for the term beginning the 14th day of June, 1961, and extending to and including the 14th day of June, 1962.

The second party for and their heirs, executors, administrators and/or its successors and assigns, does hereby covenant to and with the first party and their heirs, executors, administrators and/or its successors and assigns, to pay as rental for said premises, for said term, the sum of Four Hundred Forty and 00/100 Dollars;  
(\$440.00)

the said rental shall be paid as follows: on the execution of this agreement, receipt whereof is hereby acknowledged, and

Twelve (12) monthly payments of \$36.66 each, beginning July 14, 1961 and each month thereafter until paid in full.

said payments to be made to and at the place designated by the first party.  
The second party expressly agrees: To make no unlawful or offensive use of said premises; that waste thereof will not be suffered nor permitted; that no alterations or additions to or upon said premises will be made or suffered, nor this lease or option hereinafter granted, assigned, nor said premises sublet, nor may any other persons occupy said premises, unless the written consent of the first party is first had and obtained. Said second party further agrees to promptly pay the rental installments as hereinabove provided as the same become due; that at the expiration of this lease or at the termination thereof second party will quit and deliver up the premises to the first party, peaceably and quietly and in as good order and condition as the same now are (reasonable use and wear thereof, fire and other unavoidable casualties excepted).

Second party agrees to comply with the ordinances and laws of the City and of the State in which said property may be located, relating to the use and occupancy of said premises, and to keep sidewalks surrounding said premises free of snow and ice and other obstructions in accordance therewith; and further agrees to pay all charges for water, gas and electric lights used on said premises as the same become due and to make all necessary repairs to the buildings on said premises during the term of this lease at the sole cost and expense of said second party.

Party of the second part agrees to pay the taxes becoming due and payable in the year 1961, and any and all assessments, both principal and interest, on account of City, County and District taxes now assessed or levied, and hereafter assessed or levied against said premises, payment on which have accrued during the term of this lease.

If the rental installments, hereinabove mentioned, to be made by second party, should be in arrears for a period of 5 days, or if the second party shall neglect or fail to do or perform any of the covenants herein contained, then and in the event of any of said cases, the first party may immediately, or at any time thereafter while said default continues, enter upon said premises or any part thereof and repossess the same and expel second party and those claiming under second party and remove said second party's effects, forcibly if necessary without being taken or deemed guilty in any manner of trespass and without prejudice to any other remedies which might otherwise be used for arrears of rent, and all payments theretofore made by second party under this agreement, and all additions and improvements by second party made to and upon said real property, shall be retained and belong to first party as liquidated damages.

In the event of such a reversion, neglect or failure, the second party hereby expressly waives the service of any notice of intention to terminate this lease or to repossess said premises, and further waives any demand for payment of rent or for possession, or of any and every notice or demand, prescribed by any law of the State of Oregon, and agrees that the simple breach by the second party of any of the covenants herein shall of itself constitute a wrongful detainer of said premises by the second party within the meaning of the statutes of the State of Oregon covering forcible entry and detainer.

As a further consideration of the covenants herein contained to be kept by second party and the payments to be made by said second party for and on account of the above lease, the said first party does hereby give and grant unto the second party, the sole, exclusive and irrevocable right and privilege of purchasing the real property hereinabove described, subject to and upon the terms and conditions set forth in the form of purchase agreement hereto attached, at and for the agreed price of \$440.00 Dollars to be paid in the manner and form as stated in said agreement.



If the second party elects to exercise the option herein granted, said second party shall pay to the first party the sum of \$\_\_\_\_\_ Dollars as a first and down payment, and execute an agreement of sale and a promissory note in the form attached hereto, on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at which time and place the first party shall execute and deliver to the second party an agreement of sale upon the day of \_\_\_\_\_, 19\_\_\_\_, at which time and place the second party shall execute and deliver to the first party a promissory note in the form attached hereto, and the promissory note shall be payable to the order of the first party in the sum of \$\_\_\_\_\_ Dollars, with interest at the rate of \_\_\_\_\_ per cent per annum, payable \_\_\_\_\_.

There shall first be deducted from the rate of this agreement on the next following next payment date; and thereafter interest at said rate shall be so deducted each next payment date on the balance of said purchase price remaining unpaid on the preceding payment date. Said interest to be so deducted during the entire period of this lease as if the agreement for the purchase of said premises had been entered into at the same time. The second party shall thereupon be required to pay down only the difference between the said down payment and the sum of the installments paid by the second party under the terms of the hereinafter.

In case, after deducting the interest as above provided therefrom, the second party desiring the option herein granted to purchase, shall be unable to furnish within ten (10) days after the second next occurring the option herein granted to date, at least one (1) party, showing marketable title to the

Upon the second party executing the option herein granted to purchase, first party, showing marketable title to said second party, shall deliver to said second party, within ten (10) days thereafter a title insurance policy or an abstract of title, continued to date, as option of said second party, showing marketable title to said second party, and shall return the same together with a verified report of any objections to said title to said first party and said second party may have such time as may be necessary to clear such objections. In the event the second party shall fail or neglect to make the above described premises in first party subject to building, improvements, zoning and encumbrances, it may, and any liens or incumbrances against said premises to be assumed by second party. Said second party shall have a reasonable time to examine said abstract or title insurance and shall return the same together with a verified report of any objections to said title to said first party and said second party may have such time as may be necessary to clear such objections.

Time II hereby declared to be the essence of this agreement and in the event the second party shall fail or neglect to make the payment or any of them as herein provided for, x shall fail to strictly and literally perform x and the covenants or conditions herein contained, then all payments theretofore made by second party to the first party shall be considered as rent and shall be retained and belong to the first party herein and the option herein granted to second party shall thereupon become null and void without any notice of termination or act by first party.

WITNESSETH THAT on or about the 27th day of June, 1961, before me, the

WE IT REMEMBERED, That on this 14th Day of June, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Everett J. Johnson, known to me to be the identical individual - described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and date first above written.

My Commission Expires Oct. 29, 1932  
Portland, O.

**Executed in the presence of:**

COLUMBIA LUMBER PRODUCTS CO.

(SEAL)

.....(SEAL)

MACHINERY SALES COMPANY, INC.

.. (SEAL)

..... (SEAL)

... (SEAL

# Lease and Option Agreement

(FOIA b 7)(D)

## Between

## Between

**MACHINERY SALES COMPANY, INC.**

Pyralis, Pyralis

**And**

**COLUMBIA LAMER PRODUCTS CO.**

**Portland, Oregon**

June 14th, 1942

June 16th, 1962

STEVENS-NEED LAW FIRM. 965 PORTLAND

... THAT THE WITHIN

WITTING. FILED 37

Stamps, Labels, Products

Pocahontas, Okla

7:45 P. M. June 1<sup>st</sup> 1961

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