

for the consideration of \$250.00, the payment of which is hereby acknowledged.

WHEREAS, the Columbia Veneer Co. further agrees to leave the roads when their operations are completed in as good condition as they were when Columbia or their contractors commenced using the roads.

This contract expires July 14, 1957.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the 3rd day of Feb., 1954.

Louis Pearson
Louis Pearson

Verdie Pearson
Verdie Pearson

COLUMBIA VENEER CO.

By. F. L. Johnson
F. L. Johnson

Filed for record February 10, 1954 at 11-00 a.m. by Columbia Veneer.

John C. Wichter
Skamania County Auditor

No. 46352

Lee Miller et al to Olson Brothers Lumber Co.

MODIFICATION AGREEMENT

THIS AGREEMENT OF MODIFICATION executed this date by LEE MILLER and DELLA MILLER, husband and wife, and Wm. J. GILL and JULIET A. GILL, husband and wife, hereinafter referred to as parties of the first part, or first parties, and ERNEST OLSON and EDWIN NILSON, a co-partnership, doing business as OLSON BROS. LUMBER CO., hereinafter referred to as parties of the second part, or second parties,

W I T N E S S E T H :

WHEREAS, the parties hereto entered into an "Agreement covering the Sale of Timber and Lease of Right of Way" on the 2nd day of December, 1949, and WHEREAS the parties wish to clarify and modify certain of the terms of said agreement,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties of the first part do hereby agree and consent that the rights and interests of the party of the second part in the merchantable timber situate on the Southeast quarter (SE $\frac{1}{4}$) of Section twenty-four (24), Township three (3) North, Range five (5) East of the Willamette Meridian, Skamania County, Washington, and the rights and interests of the parties of the second part in the right of way for logging roads across the above described quarter section and across the Northwest quarter (NW $\frac{1}{4}$) of Section thirty (30), Township three (3) North Range six (6) East of the Willamette Meridian, Skamania County, Washington, said timber and road rights having been acquired in the agreement hereinbefore mentioned, may be assigned and transferred by said parties of the second part unto BEACON ROCK LOGGING CO., a corporation, or unto such other assigns or transferees as said parties of the second part may desire.

It is further AGREED that the agreement hereinabove referred to between the parties hereto, bearing date of December 2, 1949, is modified and changed in that henceforth parties of the first part MAY use the logging roads mentioned in said agreement for logging and lumber purposes without charge, PROVIDED, HOWEVER, that said right of the parties of the first part to use said roads shall be personal to them and non-transferable. It is further agreed that said agreement of December 2, 1949, is modified further in that the term of the lease of the right of way granted in said agreement shall be changed from fifteen (15) to ten (10) years.

IT IS FURTHER AGREED that the parties of the second part, their heirs and assigns, do hereby grant unto parties of the first part the right to use that certain logging road in sections one (1), eleven (11), twelve (12), fourteen (14), and twenty-three (23), Township two (2) North, Range five (5) East of the Willamette Meridian, and in the Northwest quarter

of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section six (6), Township two (2) North, Range six (6) East of the Willamette Meridian, Skamania County, Washington, for logging purposes until the expiration or termination of the agreement of December 2, 1949, above referred to. It is agreed and understood that parties of the second part do not own the exclusive rights to the roads mentioned in this paragraph, and that the parties of the second part do not warrant or guarantee the first parties' right to use said roads, but intend to grant herein the right to use said roads in so far as said parties of the second part have the right or power to do so. IT IS PROVIDED, HOWEVER, that the use by parties of the first part of the roads as in this paragraph provided shall be personal to them and non-transferable, and PROVIDED ALSO that parties of the first part shall have no right to use any roads for logging purposes now owned or hereafter acquired by second parties, their heirs and assigns, during the term of said agreement of December 2, 1949, as modified herein which lie North of the Southeast Quarter of Section 24, Township 3 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. It is understood and agreed that first parties shall be permitted to graze or other use or keep domestic animals on the lands owned by them hereinbefore described without liability to second parties, their heirs and assigns, and second parties, their heirs and assigns, agree to reimburse first parties for any injury to said animals caused by second parties, their heirs and assigns.

It is agreed and understood that parties of the second part have heretofore conveyed to parties of the first part the Northeast quarter (NE $\frac{1}{4}$) of Section twenty-four (24), Township three (3) North, Range five (5) East of the Willamette Meridian, Skamania County, Washington, the second parties reserving, however, the merchantable timber on said tract and reserving also a right of way for road purposes. In the interest of clarifying said reservations and the rights granted in the agreement of December 2, 1949, it is agreed that second parties, their heirs and assigns, may use said roads in the Northeast and Southeast quarter of Section 24, Township 3 North, Range 5 East of the Willamette Meridian and in the Northwest quarter of Section 30, Township 3 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, for the logging and the removal of timber from any sources from which second parties, their heirs and assigns, may acquire said timber; it being the intent hereof that second parties, their heirs and assigns, are not limited in the use of the roads in this paragraph mentioned to the removal of timber from lands described in this paragraph.

EXECUTED this 5th day of June, 1951.

OLSON BROS. LUMBER CO.

BY Ernest Olson

Edwin Nilson
Parties of the second part.

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

Lee M. Miller

Della B. Miller

Wm. J. Gill

Juliet A. Gill
Parties of the First Part.

On this day personally appeared before me LEE MILLER and DELLA MILLER, 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 5th day of June, 1951.

(Notarial Seal affixed)

Jefferson D. Miller
Notary Public in and for the
State of Washington;
Residing at Camas.

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

On this day personally appeared before me Wm. J. Gill and Juliet A. Gill, 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 5th day of June, 1951..

(Notarial Seal Affixed)

Jos. F. Hall
Notary Public in and for the
State of Washington;
Residing at Vancouver.

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

On this day personally appeared before me ERNEST OLSON and EDWIN NILSON, 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 18th day of June, 1951.

(Notarial Seal affixed)

Jefferson D. Miller
Notary Public in and for the
State of Washington;
Residing at Camas

Filed for record April 15, 1954 at 1-50 p.m. by Mrs. Lee Miller.

John C. Wadsworth
Skamania County Auditor &c.

46902

Elwin Brace et ux to Duckwall Bros. Inc.

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 1954, by and between ELWIN BRACE and GLADYS BRACE, husband and wife, hereinafter known as first party, and DUCKWALL BROS., INC., an Oregon corporation, hereinafter known as second party,

WITNESSETH:

That for and in consideration of the mutual covenants and conditions herein contained and the matters hereinafter recited, the first party does hereby lease and let unto the second party the following:

ORCHARD

All of the orchard land and the produce and crops therefrom located on the following described real property in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10, east of the Willamette Meridian, EXCEPTING THEREFROM:

The north 66 feet of the Northwest Quarter of the Southeast Quarter of said Section 19, Township 3 North, Range 10, east of the Willamette Meridian.

ALSO an undivided nine-sixtieth (9/60) interest in and to the following described parcel of land:

Beginning at a point on the section line between Sections 17 and 18, Township 3 North, Range 10, east of the Willamette Meridian, 66 2/3 rods south of the northeast corner of the Southeast Quarter of said Section 18, thence running west 320 rods to the Township line between Ranges 9 and 10, east of the Willamette Meridian, thence south on said Township line 93 1/3 rods to the southwest corner of said Section 18, thence east on the section line between Sections 18 and 19 to the southeast corner of said Section 18; thence north along the section line between Sections 17 and 18 a distance of 93 1/3 rods to the place of beginning.

SUBJECT TO existing rights of way for electric transmission lines and public roads as same now exist over and across said property.

SUBJECT TO rights, if any, of Underwood Heights Congregational Church in one acre of land as reserved in deed recorded in volume "V" of Deeds, pages 269 and 270, records of Skamania County, Washington.

ORCHARD EQUIPMENT

- One (1) D2 Caterpillar tractor
- One (1) 600-gallon Hardy sprayer