

## Agreements &amp; Leases - Book 4

LESSOR: MCCOY AUTO COMPANY

By E. C. Clow, Mgr.

LESSEE: Carson School District #30

By Evelyn O. Hutchings

Emil Zuroher

Otis Acker

ATTEST:

E. O. Pohrer

Filed for record November 21, 1950 at 10-05 a.m. by McCoy Auto Co.

*John C. Skramia*  
Skramia County Auditor

#41863

William Bauerle to Joe Crowe

AGREEMENT

TO SELL STANDING TIMBER

THIS AGREEMENT, made and entered into this 29th day of March 1950, by and between WILLIAM BAUERLE, herein termed the First Party and JOE CROWE, herein termed the Second Party:

WITNESSETH:

The First Party agrees and hereby does grant, bargain, sell, and conveys unto the Second Party, and the Second Party agrees and hereby does purchase from the First Party all the Merchantable Timber, growing on that certain tract of land described hereunder:

The Northwest quarter (¼) of Section (15), fifteen Township three (3) North Range ten (10) East Willamette Meridian, Except that portion of said Section 15, commencing at the Interior quarter Section corner in Section 15, thence North 49 rods, thence West 49 rods, thence South 49 rods, thence East 49 rods to the place of beginning, containing 15 acres, 2 more or less, in Skramia County, state of Washington.

Said conveyance and sale of said timber is in consideration of the sum of \$5000.00 receipt of which said \$5000.00 is hereby acknowledged by the said First Party, William Bauerle

The purchaser shall cut the said timber and remove the same in accordance with good woodmanslike practices and in compliance with the laws of the State of Washington; said cutting and removal to be accomplished before the First day of April 1952. Time is of the essence of this agreement and everything after the time specified which remains on the land shall belong to the First Party. In the removal of the timber the Second party shall do so in such a manner as to cause as little injury to the young trees as is consistent with good logging practices, in the industry.

Due consideration shall be given by the Second Party to Water Courses and improvements upon the premises hereinabove described to insure that no damage shall be incurred thereto other than might result from normal prudent logging operations. The home shall be left free from hazards incident to the logging operation and the grounds preserved for the quiet enjoyment of occupants of the home, should there be any during the period of this agreement.

For the purpose of cutting down and removing the said timber the Second Party shall have full license to enter upon the said land and upon the usual roads and ways of ingress and egress over the lands of the first Party, with trucks, dozers and other logging equipment, which the second party shall deem necessary to sever and remove said Timber from the lands hereinabove described.

The Second Party agrees that without expense to the First Party, to use his men and equipment in the logging operations, and further to hold themselves in readiness to assist in extinguishing any fires which may arise in the general fire area herein concerned.

The First Party covenants that the title to the lands and timber are in him and that he will defend the rights of the Second Party to cut and remove the same to the extent herein specified.



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It is further agreed that if the said timber is not cut and removed during the first year of this agreement that the Second Party shall be liable for the taxes assessed against the Timber in question, for the second year of of the term of this agreement, it being understood by both parties that the taxes for the first year have been paid by the First Party.

The terms hereof shall be binding upon the parties their executors, Administrators, heirs or assigns.

In Witness whereof we have hereunto set our hands

William Bauerle  
First Party - a single man

Joe Crowe  
Second Party

Multnomah County )  
State of Oregon ) ss

On this 31st Day of March 1950 before me a Notary Public for the State of Oregon appeared William Bauerle who is known to me to be the identical person who executed the within instrument and affirmed that he executed the same freely and Voluntarily.

In Testimony whereof I have hereunto set my name and seal the day and year first above written

(Notarial seal affixed)

Perry D. Whittle  
Notary Public for Oregon  
My commission expires 2-24-51

STATE OF WASHINGTON :  
COUNTY OF KLIKITAT: ss.

I, KEITH MCCOY, a Notary Public in and for the said State, do hereby certify that on this 1st day of April, 1950 personally appeared before me JOE CROWE to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

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

(Notarial Seal Affixed)

Keith McCoy  
Notary Public in and for the State of Washington  
residing at White Salmon.  
My Commission Expires August 5, 1951.

Filed for record December 11, 1950 at 9-00 a.m. by Mrs. Joe Crowe.

James C. Wiest  
Skamania County Auditor

#41899 Leonard Foster et ux to Union Oil Company of California.  
LEASE UNION OIL COMPANY OF CALIFORNIA

THIS INDENTURE, dated this 9th day of November, 1950, by and between LEONARD FOSTER and RUBY FOSTER, his wife, of Stevenson, Washington, Lessor, and UNION OIL COMPANY OF CALIFORNIA, a corporation, Lessee;

WITNESSETH:

That for the term beginning December 1, 1950, and ending November 30, 1955, and upon the terms and conditions set forth in that certain written lease agreement dated November 9, 1950, from Lessor to Lessee, all of which terms and conditions are hereby made a part hereof as fully and completely as if herein specifically set out in full, Lessor has leased, demised and let, and does hereby lease, demise and let unto Lessee the following described real property situate, lying and being in the City of Stevenson, County of Skamania State of Washington, described as follows:

A 40 foot by 50 foot portion of building located on Lots Seven (7), Eight (8), Nine (9), and Ten (10), Block Six (6), Riverview Addition to the Town of Stevenson

*Handwritten note:*  
In called 12-20-61  
by S. Williams & Co.