

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 &R.

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

One (1) Disc

One (1) Harrow

Approximately 1000 picking boxes, ladders and other miscellaneous cultivating, pruning, spraying and harvesting tools and equipment.

SUBJECT TO first mortgage to Farmers Home Administration in the approximate sum of \$750.00, plus interest.

It is understood that the above orchard land is the subject of a contract of the 22nd day of May, 1947, wherein all of the above described lands are sold by EARL J. CUMMINS and LULU E. CUMMINS, husband and wife, to first party and this agreement is entered into with full comprehension on the part of both parties of all of the terms, provisions and conditions of said agreement which shall hereinafter be designated as "the contract".

TO HAVE AND TO HOLD said orchard lands, orchards, crops, produce therefrom and orchard equipment unto the second party for the period from April 1, 1954, to December 31, 1954.

FOR AND IN CONSIDERATION OF THE FOREGOING, second party covenants and agrees with first party as follows:

1. To go upon said orchard property with the above-described orchard equipment and such other equipment as may be necessary, and in a good and husband-like manner, using approved and accepted methods in the area, to produce from said orchards the best possible crops in quantity and quality and to that end to cultivate, thin, prune, spray, harvest and otherwise see to the production of said crops and to market the same at the best price obtainable and in accordance with general practice in the area and with the past dealings of the parties hereto.

2. To collect all proceeds from said crops and to hold said proceeds, truly account for same and to make the following disbursements therefrom:

- a. 1954 real property taxes on the above-described real property in the approximate sum of \$245.33.
- b. One year's interest of approximately \$718.53 now due upon "the contract".
- c. One year's interest in the approximate sum of \$718.53 on or before July 1 1954, upon "the contract".
- d. To bear, pay and discharge the cost of maintenance and repair of all machinery labor, fertilizer, sprays and other chemicals and, in short, any and all expenses incident or necessary to the production of said crop or crops from said orchards during the term of this agreement, the foregoing specified expense items not to be in limitation of said expenses.
- e. To account for and pay over on "the contract" one-fourth (1/4) of the proceeds remaining after the payment of all expenses of production (in arriving at said one-fourth of the net proceeds, real property taxes shall not be deducted).

Second party is to contract for or otherwise furnish all labor, materials, equipment, machinery, tools, boxes and any other thing necessary for its performance which is not otherwise undertaken by first party and by the terms of this agreement, PROVIDED, HOWEVER, that first party will make available to second party all chicken fertilizer now on hand or which shall be accumulated upon the premises during the term of this agreement without charge.

First party reserves one packing shed for his use in the raising of chickens but shall make the same available to second party on or before the 20th day of September, 1954, and reserves the use of one cabin as a personal residence during the term of this agreement.

First party shall supervise all of second party's operations up to and including the harvesting of the crop or crops but shall perform no other service and shall receive no compensation.

First party agrees to enter into the usual marketing agreements with second party for

the crops from said orchards for the years 1955, 1956, and 1957, PROVIDED, that this agreement shall not be binding upon first party in the event of a bona fide sale of said real property in its entirety nor upon any purchaser in a bona fide sale but shall be binding upon first party only so long as he retains his right, title and interest in and to said orchards.

Annexed hereto and made a part hereof by this reference is a "Schedule A" of estimated expenses which will be incurred and paid by second party in the performance of this agreement and which may be used by the parties and is intended as establishing the reasonableness or necessity of expenditures but which shall not be taken as the exact amount to be so expended.

Second party agrees to hold harmless and indemnify first party from any and all claims, demands, actions and liabilities arising or which might arise from second party's operation and performance of this agreement whether in contract or for damage or injury to persons or property whether on or off the described real property and to that end asserts and covenants with first party that it has and will keep in force and effect a policy of public liability insurance with limits of \$25,000.00 for injury to any one person and up to \$50,000.00 for more than one person in any one accident, and \$50,000.00 property damage.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Elwin Brace /s/

Gladys Brace /s/
First Party

(Corporate Seal affixed)

DUCKWALLBROS. INC.
an Oregon corporation

By: John C. Duckwall /s/
President

By: Hannah J. Duckwall /s/
Secretary
Second Party

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me ELWIN BRACE and GLADYS BRACE, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of April, 1954.

(Notarial Seal affixed)

STATE OF WASHINGTON)
County of Klickitat) ss

Edward P. Reed
Notary Public in and for the
State of Washington, residing
at White Salmon, therein.

On this day personally appeared before me JOHN C. DUCKWALL and HANNAH J. DUCKWALL, the President and Secretary, respectively, of the corporation that executed the within instrument and acknowledged that they signed the same as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each for himself, and one not for the other, on oath stated that he is 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 official seal this 20th day of April, 1954.

(Notarial Seal affixed)

Edward P. Reed
Notary Public in and for the
State of Washington, residing
at White Salmon, therein.

SCHEDULE "A"

Estimated expenses of crop production from April 1, 1954, to December 31, 1954, up to harvest.

One year's interest -- 1953 -- Earl Cummins \$718.53

One year's interest -- 1954 -- Earl Cummins 718.53

Real property taxes	245.33
Gas and oil	150.00
Estimated repairs	200.00
Estimated fertilizer	300.00
Prune	700.00
Thin	400.00
Spray materials	1200.00
Spray labor	250.00
Harvest	<u>\$4882.39</u>

The foregoing constitute estimated expenditures involved in crop production to the time of actual marketing, the actual cost of which is determined on a per box basis.

Filed for record April 29, 1954 at 1-30 p.m. by Duckwall Bros.

John C. Miller
Skamania County Auditor ex

No. 47141

William J. Wineberg et ux to Ray Bachman

LEASE

This lease is made and entered into by and between William J. Wineberg and Janet R. Wineberg, husband and wife, hereinafter called the lessors, and Ray Bachman, of Vancouver, Washington, hereinafter called the lessee.

It is mutually agreed by and between the parties as follows:

(1) The lessors hereby lease to the lessee and the lessee hereby rents from the lessors the following described real estate situated in Skamania County, Washington, to-wit:

All that portion of the Southwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 31, Township 2 North, Range 5 East, W.M. lying southerly and westerly of the center of the Washougal River.

(2) The term of this lease shall begin as of January 1, 1954, and shall extend for a period of ten (10) years.

(3) The lessee agrees to pay to the lessors as rent for the above described premises the sum of \$100.00 per year, payable on the first day of each year of the lease term. The lessee further agrees to pay to the lessors all taxes on the above described real property in excess of \$100.00 per year.

(4) The lessors reserve the right to enter upon the premises hereby leased and to remove any salvage timber thereon, either personally, by employees or by independent contractors. The lessors further reserve a right of way across the above described real property for the hauling of timber and equipment in connection with timber and logging operations in connection with salvage operations upon the leased property as well as in connection with timber and logging operations upon other properties; and the lessors further reserve the right to grant similar rights of way to other parties.

(5) It is understood that the primary use of the premises herein described is retained by the lessors for logging purposes as herein set out, and they agree that all of their operations thereon will be conducted and they will maintain the premises in accordance with the forestry regulations appertaining thereto. The lessee agrees to hold the lessors harmless and from any damage to property or injury to persons, including fire fighting costs arising from acts of negligence or actions in violation of forestry regulations by or through his occupancy of the said premises.

(6) It is understood and agreed that during the year 1953 certain parties logged the premises covered by this lease. The contract covering the said logging operations required the loggers to clear the debris from the property and to obtain a certificate of clearance from the Forestry Department of the State of Washington. The said loggers have not