Amraements bac Leases - Book il

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

(Noterial seal affixed)

Robt. W. Garver Notary Public in and for said County and State. My Commission expires 1/24/53 Residing at Camas, Wash.

STATE CF WASHINGTON)
COUNTY OF KING)

On this 4th day of December, 1950, before me, lessie N. Stranghan a Notary Public in and for said County and State, residing therein and duly commissioned and sworm, personally appeared A. D. GASS, known to me to be the Territory Manager of UNION OIL COMPANY OF CALIFORNIA, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the orporation therein named and acknowledged to me that such corporation executed the same.

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

(Notarial Seal affixed)

Jessie N. Stranahan Notary Public in and for said County and State. My Commission expires 1/10/51

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES)

On this 7th day of December, A. D., 1950, before me, Patricia Hohnsbeen a Notary 'ublic in and for said County and State, personally appeared R. F. Niven, known to me to be the Secretary of the Union Gil Company of California the Corporation that executed the within Instrument known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

(Notarial seal affixed)

Patricia Holmsbeen
Notary Public in and for said County and State.
My Commission Expires October 31, 1953.

Filed for record December 20, 1950 at 2-35 p.m. by Union Oil Co.

Symania County Auditor

" : 206 Patrick C. Hogan et al to Mary Jessup.

TIS AGREEMENT made this _____ day of December, 1950, by and between PATRICK C.

and NINA MAE GRASSETH, copartners doing business as Hogan and Grasseth, the parties of the first part, and MARY JESSUF, a widow, party of the second part,

WITNESSETH:

On the first day of March, 1948, Patrick C. Hogan and Kenneth M. Grasseth, as first parties, and John M. Jessup and Mary Jessup, husband and wife, as second parties, entered into an agreement of lease covering the property hereinafter described. Since said date Kenneth M. Grasseth has died and his widow Nina Mae Grasseth, one of the varties of the first part herein, has succeeded to all of his interest under said agreement of lease. John M. Jessup, Sr., one of the parties of the second part under said agreement, has died and the party of the second part herein is now the sole owner of the real estate hereinafter described and has full wight to make this agreement respecting the same.

Said agreement of March 1, 1948, was originally written to provide for a lease of five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years, although it was the intention of the parties that the lease of the five years is the five years.

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twenty-five years and the word "twenty" was interlined in typewriter before the word "five" in such a way that it is now difficult to prove with certainty that the interlineation was made prior to the time of the execution of said agreement.

All sums which the parties of the first part under sald agreement were required to pay to the second parties under said agreement have been paid, and the parties desire to make this agreement for the purpose of confirming the fact that said agreement of March 1, 1944, was intended to run for a period of twenty-five years.

In consideration of the premises and of the mutual ocvenants herein contained, the parties hereto agree as follows:

- 1. The party of the second part does hereby lease to the parties of the first part, their heirs and assigns, the sole use of that portion of Lots 4, 5, and 0, Section 26, Township 3 North, Range 9 East of the Willamette Meridian in Skamania County, Washington, fronting on Drano Lake for the purpose; of a mping, booming, rafting and storing logs and making such construction as may be necessary for said operation for a term commencing on the date hereof and ending on the first day of March, 1973.
- 2. As rental for said property, the parties on the first part agree to pay to the party of the second part the sum of \$250 per year, said amount to pay for the first million board feet of logs which may be handled on said property in each year, it being understood that each year will run from March 1, to the succeeding March1. Payment of the \$250 for the year ending March 1, 1951, has already been made and is hereby acknowledged by the party of the second part.

It is agreed that the parties of the first part shall pay for the use of said property additional rental at the rate of 25 cents per thousand board feet for the second million board feet, and 15 cents er thousand board feet for all over two million board feet of logs handled on seid property calculated from the first of each March. Payment shall be calculated and paid on demand to the party of the second part on the basis disclosed by the Columbia River Log Scaling Dureau's record of logs handled on said property, copies of which shall be furnished to the party of the second part by the parties of the first part.

3. It is understood and agreed that the parties of the first part may construct and maintain such roads and driveways on, over or across the said premises as may to them seem necessary or desirable, and that they may at the expiration of the term of this uent remove any or all structures placed on the subject property.

Notwithstanding the stated term hereof, it is understood and agreed that the party of the second part shall have the right to terminate this lease on March 1 of any year unless the parties of the first part shall, on or before February 1, notify the party of the second part of their desire to continue the lease for at least one additional year, and in said notice agree to pay the minimum rental of \$250 for the ensuing year as provided above. It is understood and agreed, however, that the anties of the first part do hereby give notice of thoir desire to continue said agreement for the year beginning March 1, 1951, and do agree to make said payment of \$250 minimum rental for that year.

4. It is understood and agreed that this agreement shall remain in force for its term, subject to the provisions above stated, and that it shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITE LSS WHIREOF the parties hereto have hereunto set their hands the day and year first above written.

Wins Mee Grasseth

Parties of the First Part, copartners doing business as Hogan and Grasseth.

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Mary Jessup Party of the Second Part.

STATE (F WASHINGTON) sw. County of Klickitat)

On this 9th day of December, 1950, before me, personally appeared MARY JESSUF to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and recled the same as her free and voluntary act and deed for the uses and purposes them is mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial Seal affixed)

C. H. Estes

C. H. Estes Notary Public in and for the State of Vashington. Residing at White Selmon, Wash.

Filed for record December 26, 1950 at 8-50 a.m. by Patrick C. Hegan.

Skamania County Audi to

#41945

Longview Fibre Company to Aborigine Lumber Company

ASSIGNMENT OF EASEMENT

CONSENT TO ASSIGNMENT

ACCEPTANCE OF ASSIGNMENT

WHEREAS, the Longview Fibre Company, a corporation, did on the 20th day of October, 1950, grant to the Aberigine Lumber Company, an easement for loggine road over and acros the land of Longview Fibre Company, as described in M copy of said easement hereto attached and made a part hereof; and,

WHEREAS, with the consent of Longview Fibre Company, the Aborigine Lumber Company iesires to transfer and assign all its right, title and interest in said easement to the Columbia River Paper Mills, a corporation;

WHEREPORE, the Aborigine Lumber Company, in consideration of the performance by Columbia River Paper Milla, of all covenants and agreements of the Aborigine Lumber Company as provided in said easement, and other good and valuable consideration, hereby assigns, conveys the transfers to the Columbia River Paper Mills, all its right, title and interest in said easement in and on said lands of Longview Fibre Company, as described in copy of said easement hereto attached.

LONGVIEW FIBRE COMPANY, a corporation, in consideration of Columbia River Paper Mills' performance of all covenants, conditions, provisions and agreements, to be bound by all terms therein, hereby consents to the above described assignment of easement by the aborigine Lumber Company to Columbia River Paper Mills.

COLUMBIA RIVER PAPER MILLS, a corporation, in consideration of all the benefits arising from the assement of the above described easement to the Columbia River Paper Mills by the Aborigine Lumber Company, namely accepts all the rights and privileges granted in said easement and by said assignment, and agrees to be bound by all provisions therein and to per orm all covenants, conditions and agreements therein contained for the benefit of Languiew Fibre Company.

IN WITNESS W EREOF, the Abortgine Lumber Company, a Co-partnership, has caused this instrument to be executed by its proper partners and its seal to be affixed hereto this 26th day of December, 1950.

ABORIGINE LUMBER COMPANY, A Co-partnership

By Jack Tarason

Partner

Partner

James B. Rogers