

## ROCK REMOVAL AGREEMENT

AGREEMENT made this 30<sup>th</sup> day of April, 1971, between Merlin Vezina and Frank Graves, hereinafter called Grantees, and <sup>Jim J.</sup> Joe E. Hansen and Kathryn M. Hansen, hereinafter called Grantors,

## W I T N E S S E T H

WHEREAS the Grantors are the owners of the following described property in Skamania County, Washington, more particularly identified as the northwest quarter of the northeast quarter of Section 1, Township 1, North, range 5 EWM, and

WHEREAS, the property contains merchantable rock, which the Grantees wish to remove for the dual purpose of selling the same and for the purpose of complying with a reclamation project on the adjoining property, where a rock pit is located.

TERM AND PRICE: The Grantors do grant to the Grantees the sole and exclusive right to come upon subject property during the succeeding five years from this date to do all things necessary to quarry, mine, and remove merchantable rock from said premises, and to remove the same for their own purposes. In addition to the succeeding five years, the Grantees shall have the right to renew subject agreement for additional periods of five years each. The Grantees shall pay the Grantors the sum of fifteen cents (15¢) per cubic yard for each yard of rock which is removed from the premises, and shall pay such sum in succeeding five year periods for said rock as shall be negotiated by the parties at the commencement of each five year term.

DOWN PAYMENT: The Grantees do, by these presents, promise to construct a bulldozed road across the south twenty feet of the above described property, and across the Grantors' adjoining forty acres, along a course which shall be set by the Grantors. Said road construction shall be at such time as is designated by the Grantors, but it is the intention of the parties that the road be constructed prior to commencement of rock pit operations on said





premises. It is understood that it is not possible to install a road on a straight line across the south portion of subject forty-acre tracts, and the Grantees shall have the right to locate said road on such portions of the property as are properly negotiable by their equipment.

PROOF OF QUANTITY REMOVED: Grantees shall furnish to the Grantors all load tickets, or copies thereof, for each and every load of rock which is removed from subject premises.

METHOD OF PAYMENT: The Grantees shall pay the Grantors a minimum payment of \$250.00 each year during the course of this contract. Royalties shall be paid before the fifth day of each month following the sale of any rock and the Grantors shall apply all such payments against the \$250.00 minimum. If royalties do not amount to \$250.00 each year, the balance owed on the minimum, the difference shall be paid before the fifth day of January of the succeeding year.

COMPLIANCE: The Grantees shall mine, quarry and remove and replace materials in the manner required by the Washington State Surface Mining Law, and by the conditions issued by the Department of Natural Resources of the State of Washington and, in addition thereto, the Grantees shall cut and stack any and all Alder trees and logs in such a manner as to permit the Grantors or their agents to remove said Alder logs for firewood. Any and all other merchantable trees shall be harvested by the Grantees, and the Grantees shall pay to the Grantors the going owners market price at the time of said harvesting.

ASSUMPTION OF RISK: The Grantees assume all risks of injury to persons, property, and all things caused by their use of the subject property, and do agree to hold the Grantors harmless, and to indemnify the Grantors from any and all loss occasioned thereby.

DONE this 20 day of April, 1976.



*William M. Hansen*

*John J. Hansen*