

82408

**PROFIT A PRENDRE AGREEMENT
RE ROCK REMOVAL**

THIS AGREEMENT is made and entered into this day between

1. HUTCHINSON and PHYLLIS HUTCHINSON, husband and wife, herein-
after called the Grantor and FRENCHIE VEZINA, hereinafter called
the Grantee

WITNESSETH:

WHEREAS, the Grantor is the owner of the following described
real property located in Skamania County, Washington:

The west 340 feet of the Northwest Quarter of Section
6, Township 1 north, Range 6 east W. M., lying northerly
and westerly of the centerline of the existing access road
constructed by the Bonneville Power Administration; EXCEPT
the north 835 feet thereof; and EXCEPT that portion thereof
which lies within the Southwest Quarter of the Southwest
Quarter of the Northwest Quarter of the said Section 6;
SUBJECT TO an easement and right of way for an access road
granted to the United States of America for the use of the
Bonneville Power Administration by deed dated May 15, 1942,
and recorded June 29, 1942, at page 149 of Book 29 of Deeds,
under Auditor's File No. 3780, Records of Skamania County,
Washington; and
SUBJECT TO an easement for a transmission line 100 feet in
width granted to the United States of America for the
Bonneville-Camas-Vancouver transmission lines by deed dated
February 3, 1942, and recorded February 6, 1942, at page 601
of Book 28 of Deeds, under Auditor's File No. 31315, Records
of Skamania County, Washington; and
SUBJECT TO an easement and right of way 30 feet in width for
an access road and for utilities sold to Joe E. Hansen and
Kathryn M. Jansen, husband and wife, by contract dated May
1, 1971, and recorded May 17, 1971, at page 869 of Book 62
of Deeds, under Auditor's File No. 73429, Records of
Skamania County, Washington.

WHEREAS, said real property contains merchantable rock, and

WHEREAS, both parties are desirous of entering into an agree-
ment by which the Grantor grants to the Grantee the right to remove
such rock from said real property, and

WHEREAS, certain factors present real and/or potential



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obstacles to such rock removal which necessitate making this agreement conditional in whole or in part.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the mutual promises given and the benefits to be derived hereunder and other consideration hereto delivered and received, IT IS HEREBY AGREED AS FOLLOWS: GRANTOR WILL FURNISH INGRESS AND EGRESS FROM THE SITE.

1. Term. The Grantee shall have the exclusive right to remove rock from the afore-described real property for a period commencing on this date and ending December 31, 1976.

2. Price. The Grantee has paid the sum of \$10,000.00 as a 1975 down payment, receipt of which Grantor hereby acknowledges, to be applied as a credit against the total price of rock the Grantee removes pursuant to this agreement. The Grantee shall pay the Grantor a like sum on or before the first day of each succeeding calendar year during the term hereof.

The Grantee shall pay the Grantor the sum of \$1.00 per yard for rock removed pursuant to this agreement, which rate shall be subject to re-negotiation every 5 years from the date of this agreement.

3. Proof of Quantity Removed. The Grantee shall furnish the Grantor with tickets within thirty (30) days of the end of every calendar month showing the quantity of rock removed during said month.

4. Method of Payment. When the price of the rock removed at the prevailing rate exceeds the annual prepayment, with carry over, if any, the Grantee shall remit to the Grantor with the aforesaid tickets a sum necessary to pay the Grantor in full through the calendar month covered by such tickets and in addition thereto shall pay the Grantor the sum of \$10,000.00 to be used as a credit

against the cost of rock removed or to be removed by the Grantee subsequent to said calendar month.

5. Contingency.

(A) If the State of Washington Department of Natural Resources refuses to issue a permit authorizing removal of rock beyond the quantity which may be lawfully removed without such permit, this agreement shall remain in force, PROVIDED, that the Grantee shall not remove any quantity beyond that which may be lawfully removed without a permit. In the event of a violation the Grantee shall assume full responsibility and liability and shall hold the Grantor harmless therefrom and shall indemnify the Grantor from all loss or liability occasioned thereby.

(B) If the Grantor is precluded from removing the rock by factors beyond his control, including, but not limited to citizen objection, this agreement shall be null and void and terminated and all money paid shall be refunded, less the price of rock theretofore removed.

6. The Grantee assumes all risk of injury to persons, property and all things caused by his use or the condition of the subject property and agrees to hold the Grantor harmless therefrom and to indemnify the Grantor from any and all loss occasioned thereby.

DATED at Washington, D.C., Washington, this 27th day of April, 1975.

G. W. Hutchinson
G. W. HUTCHINSON

Phyllis Hutchinson
PHYLLIS HUTCHINSON

Grantor

Frenchie Vezina
FRENCHIE VEZINA

Grantee