

86049

# LEASE AGREEMENT

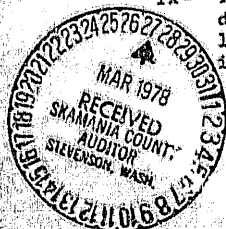
BOOK 15 PAGE 1730

1/30/70  
AGE 916

This agreement entered into this 30th day of January 1970 between E.A. Price and Roberta M. Price of Camas, Wash. herein after called the Lessors, and Frederick V. Pratt and Patrick C. Allen of Camas, Wash. herein after called the Lessee, upon the terms and conditions hereinafter stated. This lease contract applies to the area described as follows:

On the attached photocopy, fields or work unit areas labeled A, B, C all located in S4 SW4, Sec. 19, TWP 2N. R.5 E.W.M.

- I- The lessor agree to sell to the lessee under terms and conditions herein after stated, various Christmas tree species, planted and grown on the above real estate.
- II- The lessee agrees to pay to the lessor at the rate of 25% of the gross sales of all Christmas trees which no harvest, payable in full not later than January 15th of each year following harvest.
- III- The lessee agrees to culture suitable stands of potential Christmas trees in a skilled and professional manner; such cultural practices to include thinning, brush control, cultivation, basal pruning, scarring, shearing, fertilizing and other techniques to maximize high quality production. No trees less than 5 feet in height will be cut.
- IV- Termination date of this agreement shall be December 25th, 1978.
- V- The lessee agrees to hold lessor exempt and harmless for and on account of any damage or injury to any person arising from the use of the premises.
- VI It is understood and agreed by both parties herein that this contract (lease) will not be assigned without the written consent of the lessor nor will any portion of the premises be sub-let without lessors written consent.
- VII- The lessee agrees to abide by all laws and regulations, Federal, State, County, in any way relating to his operation hereunder. Lessee agrees to take all reasonable precautions to prevent unauthorized cutting and to the prevention and suppression of any fire as a result of the lessees operations.
- V.II-At the expiration of this agreement the lessee agrees to quit and deliver up said premises in a clean condition. The lessee may move any moveable improvements and equipment made by him. Any Christmas trees still on the premises after termination will be the property of the lessor without payment or compensation therefor.
- IX- If lessor desires to continue agreement past the expiration date the herein stated lessee shall have first priority to re-lease with an opportunity to match or bid above any new interested parties.



X- Lease  
trees  
of the  
Chrie

XI- In the  
and  
due,  
agree  
prop  
said  
inter

XII- Lease  
min.  
the

Witness of

I have  
authorized  
appeared  
described  
(Christmas  
executed

City of \_\_\_\_\_  
of \_\_\_\_\_

I- Lessee agrees to pay taxes assessed as a result of the Christmas trees growing on lessors land, including that portion of any, of the real property taxes attributable to the growing of Christmas trees.

XI- In the event lessee default the performance of this contract and particularly making payments above provided as they come due, lessors may at their option declare a forfeiture of this agreement and shall have the right to take possession of the property described above and lessee shall vacate and surrender said property and there after lessee shall have no right or interest in said property or the trees growing thereon.

XII- Lessee agree to replant as units are harvested, so that a minimum stand of 40,000 cultivated Noble Fir is maintained on the described acreage at all times.

Witness our hand and seal this 27th day of Feb 1970

[Signature]  
Lessor

[Signature]  
Lessee

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Paul S. Bow to me know to be the individuals described above, and who executed the foregoing lease and agreement (Christmas trees) and acknowledged before me that they executed the same for purposes herein expressed.

In witness whereof, I have hereunto set my hand and seal at  
City San Jose County Albany State N.Y. this 12 day  
of Feb, 1970

Paul S. Bow

My Commission expires 12/31/70 1970

II- The less  
Fields i  
Fields-  
Fields-  
based on esta  
farm.  
Payments  
of each year



ATTACHMENT

II- The lessee agrees to pay to the lessor as follows:

Fields identified on attached photocopy--

Fields- A - B - 25% Lessor - 75% Lessee on gross sales

Fields- C - D - 40% Lessor - 60% Lessee on gross sales

based on established Wholesale price for current season at the farm.

Payments to be payable in full not later than January 15th of each year following harvest.

*Approved*  
*Robert L. Grier*  
*James L. Grier*  
*James L. Grier*

Unofficial Copy