

86489

## AGREEMENT FOR SALE OF ROCK

DATE. This Agreement for Sale of Rock is made by the parties on May 26 1978.

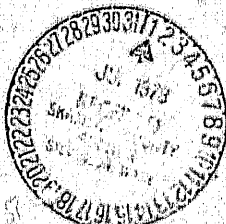
PARTIES. The parties to this Agreement are:

Seller: MADGE R. KEYS

Purchaser: JOHN A. HOPE

SUBJECT MATTER. Seller grants and conveys to Purchaser the exclusive right and privilege of mining and removing rock from the premises owned by Seller located in Skamania County, Washington, more particularly described in Exhibit "A" to this Agreement.

LEASE TERM AND RIGHT TO RENEW. This Agreement is for a term of twenty years beginning on May 11 1978. Should Purchaser not be in default in any manner at the time of the expiration of this Agreement Purchaser shall have the right to renew this Agreement for an additional twenty years, upon such terms and conditions as may be negotiated by the parties; provided that such renewal agreement shall include a provision permitting one additional renewal for twenty years. If the terms and conditions of the renewal cannot be agreed upon between the parties or their successors or assigns, then the terms shall be set by arbitration as provided by statutory provisions of the Revised Code of Washington.



ASSIGNMENT. Purchaser shall not assign or otherwise convey in any respect his rights or interests in this Agreement without the written consent of the Seller.

RIGHTS OF PURCHASER

OCCUPANCY. Purchaser shall have the right to fully occupy and utilize the premises described in Exhibit "A" in any manner consistent with the mining and quarrying operations which Purchaser shall conduct. Seller grants to Purchaser the right to use the surface of the premises for the construction of roads, laying of tracks, and installation of other transportation or delivery facilities necessarily incidental to such operations.

CONSTRUCTION. Purchaser shall have the right to erect and maintain all hoisting, slopes, banks, storage, shops and buildings as may be needed. All buildings and improvements erected and maintained on the premises and all equipment installed upon or beneath the premises shall be deemed to be and remain the personal property of the Purchaser. Seller waives any right to hold any of such buildings, improvements and equipment placed or erected upon the premises by the Purchaser.

DUTIES OF PURCHASER

WORKMANLIKE PERFORMANCE. Purchaser shall mine or quarry the premises described in Exhibit "A" in a workmanlike manner using customary mining or quarrying practices.

100-3-1A  
PAYMENT. Purchaser shall pay to Seller during the twenty year term of this initial Agreement 15¢ per cubic yard of quarried material removed from the premises. Payments shall be made quarterly not later than ten days after the thirtieth day of March, June, September and December.

DETERMINATION OF QUANTITY REMOVED. Purchaser shall have all quarried material either weighed at a certified scale or estimated in a manner acceptable to Seller in order to determine the payments due to Seller. Purchaser shall at all times retain the scale tickets or printed estimates for inspection by Seller.

OBLIGATIONS TO THIRD PARTIES. Purchaser shall save and hold harmless Seller from any and all liability for taxes levied upon the quarried material and to provide all insurance required for quarrying or mining operations and those of sub-contractors in such manner as will meet the standards of any and all applicable regulatory agencies. Purchaser shall abide by all laws pertaining to the use of said premises and shall absolutely hold harmless and defend Seller from any and all claims that may arise out of Purchaser's quarrying or mining operations.

RESPONSIBILITIES OF SELLER

WARRANTY OF TITLE. Seller warrants that title to the property which is the subject of this Agreement is in Seller and that Seller is the owner of such property. Seller shall defend title and ownership against all claims at her expense and shall hold Purchaser harmless from any and all actions and claims, provided that it shall be the sole responsibility of Purchaser to

determine boundary lines of the property described in Exhibit "A" to the Agreement, and Purchaser shall be liable for any failure to restrict quarrying or mining to the area within such boundaries.

RIGHT OF WAY. Seller shall provide Purchaser with freedom of entry and right of way on and across the property described in Exhibit "A" to the Agreement as well as those other privileges customarily provided to Purchasers of rock to the extent that they do not conflict with specific provisions of this Agreement.

ASSIGNMENT OF CLAIMS. As a special condition of this Agreement, Seller assigns and sets over to the Purchaser all its interest in any claim that it might now have or might hereafter acquire as the owner of subject premises for damages caused by others or properties taken by others in connection with this property except insofar as the Seller may have a claim or claims for public acquisition by condemnation of any interest in rights to said property including, but not limited to, claims for movement and erosion of said property by reason of landslide. All claims which have arisen or shall arise during the term or extended terms of this Agreement shall accrue and be pursued by the Purchaser provided, however, that the Purchaser shall pay to the Seller fifty percent (50%) of the net recovery on any such claim or claims. Purchaser shall have the sole and exclusive right to pursue any such claims but it shall also have the responsibility of furnishing all necessary funds for investigation, litigation and other expenses of collection and recovery.

- 4 -

Purchaser, provided that Purchaser shall pay to Seller fifty

Purchaser, provided that Purchaser shall pay to Seller fifty percent (50%) of the net recovery on any claim. Purchaser shall have the sole and exclusive right to pursue any such claims but he shall also have the responsibility of furnishing all necessary funds for investigation, litigation or other expense in connection with such claims.

GENERAL CONDITIONS.

FAILURE OF PERFORMANCE. In the event that either party shall fail in performance of its responsibilities under this Agreement and if the other party shall have incurred expenses, including reasonable attorneys fees in the enforcement of the provisions of this contract, then the aggrieved and successful party shall be reimbursed for its costs of enforcement as may be determined by a court of law or body of arbitrators.

ARBITRATION. In the event that either party shall have claim against the other for enforcement or payment under this contract, he shall first offer to settle under terms of performance of payment as provided in writing to the other party and if the other party shall fail to accept said terms or make such payment within thirty days after the offer of settlement, then the party making claim for enforcement or payment shall proceed under the formula for arbitration as provided by the Revised Code of the State of Washington.

DATE May 26, 1978

DATE May 26, 1978

Madge R. King  
MADGE R. KING

John A. Hope  
JOHN A. HOPE

provided that it shall be the sole responsibility of Purchaser to

## EXHIBIT "A"

128.93 acres more or less consisting of:

The NE 1/4 of Section 25 in Township 3 N R 7 E WM, Excepting, therefrom the following described tracts of land, to-wit:

1. That certain tract sold to S.S. Richards by deed dated May 25, 1904, and recorded in Book "H" of Deeds at page 621 of Skamania County, Washington, said tract containing 21.63 acres.
2. That certain tract containing 1 acre sold by deed dated May 29, 1907 to School District No. 20, recorded August 12, 1907, at page 407, Book "K" of Deeds, records of Skamania County.
3. That certain tract of 2 acres more or less, sold to William Kirkman by deed dated April 7, 1908, recorded April 7, 1908, in Book "L" of Deeds at page 67, records of Skamania County.
4. That certain tract containing 2.07 acres sold to Edwin W. Schoolcraft by deed dated April 25, 1910, recorded in Book "M" of Deeds at page 243, records of Skamania County.
5. That certain tract conveyed to C. L. Ruff by deed dated February 25, 1924, recorded in Book "N" of Deeds at page 306, records of Skamania County.
6. Also conveying that tract described as follows: Beginning at a point on the south line of the Kirkman tract, said point being 1060' West and 346.5' south of the Northeast corner of Section 25 in Township 3 North, of Range 7 East of the Willamette Meridian, thence following the south boundary of the County Road as follows: North 48° 43' East 130', thence North 28° 20' East 112' to Kirkman's east line, thence South 27° 30' East along said line 208 feet to Kirkman's Southeast corner, thence west along Kirkman's south line 245 feet to the place of beginning, containing 0.58 acres.
7. Also excepting that portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian which lies west of the County Road known as Kamm Creek Road, and South of a line 41 rods north of and parallel to the south line of said Northeast quarter of Section 25 aforesaid.



AGREEMENT FOR OPERATION OF FISH HATCHERY

THE PARTIES. The parties to this agreement are John A. Hope, hereafter referred to as Purchaser and Madge R. Keys, hereafter referred to as seller.

AGREEMENT PERIOD. The term of this agreement is for twenty (20) years beginning on May 1, 1978. Purchaser shall have the right to renew this Agreement for two successive twenty (20) year terms, provided that no right of renewal shall accompany a second renewal. The terms and conditions of any renewal shall be as negotiated by the parties, provided that if the terms and conditions cannot be agreed upon by them, then the terms and conditions shall be set by arbitration as provided by statutory provisions of the Revised Code of Washington.

SUBJECT MATTER OF AGREEMENT. Seller is the owner of certain real property located in Wamania County, Washington, more particularly described in Exhibit 1 to this Agreement.

Seller hereby conveys to Purchaser the right to operate a fish hatchery upon this real property for a period of twenty years.

PURCHASER'S RIGHTS. Purchaser shall have the right under this Agreement:

1. To occupy and utilize the real property in any manner which may be consistent with the operation of a fish hatchery.



2. To use and alter as necessary the water sources and ways on the real property to operate a fish hatchery;
3. To use the surface of the real property for the construction of roads or other transportation or delivery facilities which are necessary for the operation of a fish hatchery;
4. To construct, erect and maintain such structures, storage facilities, shops, tanks and other improvements which are necessary for the operation of a fish hatchery. All such structures, storage facilities, shops, tanks and other improvements and all equipment installed on or beneath the real property shall be deemed to be and shall remain the personal property of the Purchaser. Seller waives the right to hold any of this personal property.

PURCHASER'S DUTIES.

Purchaser shall:

1. Save and hold harmless the Seller from any liability for taxes levied upon the product of the fish hatchery operated on the real property.
2. Provide all insurance required for his operation of a fish hatchery in such manner as will meet standards of any and all regulatory agencies.
3. Abide by all laws pertaining to the operation of a fish hatchery and will absolutely hold harmless and defend Seller from any and all claims that may arise out of the use and operation of said hatchery.

4. Not convey or otherwise assign in any manner his interest or rights under this Agreement without the written consent of the Seller.

5. Pay to Seller: \_\_\_\_\_

*May 26, 1978*

*W. H. K. [unclear]*

*May 20, 1978*

AND NOW THEREFORE IT IS HEREBY AGREED that

as and for full and complete consideration of all the Purchaser shall hereinafter pay to the Seller TEN PERCENT (10%) of the NET PROFIT, after taxes from the operation of THIS AGREEMENT FOR OPERATION OF FISH HATCHERY less payroll taxes, and the usual applicable Labor and Industry and Employment contributions.

UNOFFICIAL COPY

SELLER'S DUTIES:

Seller:

1. Warrants that title to the real property described in Exhibit 1 and the water rights appurtenant thereto are in Seller. Seller shall defend such title against all claims at her expense provided that it shall be the sole responsibility of Purchaser to determine boundary lines and to confine the operation of his fish hatchery to the area within said boundary lines;

2. Guarantees Purchaser freedom of entry and right of way on and across the real property described in Exhibit 1 and also other privileges usually extended to operators of fish hatcheries which are not specifically covered, provided they do not conflict with specific provisions of this Agreement.

3. Assigns and sets over to Purchaser all her interest in any claim that she may now have or may hereafter acquire as owner of the real property described in Exhibit 1 for damages caused by others except insofar as Seller may have a claim for public acquisition by condemnation of any interest in rights to said real property including, but not limited to, claims for movement and erosion of said real property by reason of landslide all claims which have arisen or shall arise during the time of renewed term of this Agreement shall accrue and be pursued by

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GENERAL CONDITIONS

FAILURE OF PERFORMANCE. In the event that either party shall fail in performance of its responsibilities under this Agreement and if the other party shall have incurred expenses, including reasonable attorneys fees in the enforcement of the provisions of this contract, then the aggrieved and successful party shall be reimbursed for its costs of enforcement as may be determined by a court of law or body of arbitrators.

ARBITRATION. In the event that either party shall have claim against the other for enforcement or payment under this contract, he shall first offer to settle under terms of performance of payment as provided in writing to the other party and if the other party shall fail to accept said terms or make such payment within thirty days after the offer of settlement, then the party making claim for enforcement or payment shall proceed under the formula for arbitration as provided by the Revised Code of the State of Washington.

DATE

May 26, 1978

MADGE R. KEYS

MADGE R. KEYS

DATE

May 26, 1978

JOHN A. HOPE

EXHIBIT 1

128.93 acres more or less consisting of:

The NE 1/4 of Section 25 in Township 3 N R 7 E WM, Excepting therefrom the following described tracts of land, to-wit:

1. That certain tract sold to S.S. Richards by deed dated May 25, 1904, and recorded in Book "H" of Deeds at page 621 of Skamania County, Washington, said tract containing 21.63 acres.
2. That certain tract containing 1 acre sold by deed dated May 29, 1907 to School District No. 20, recorded August 12, 1907, at page 407, Book "K" of Deeds, records of Skamania County.
3. That certain tract of 2 acres more or less, sold to William Kirkman by deed dated April 7, 1908, recorded April 7, 1908, in Book "L" of Deeds at page 67, records of Skamania County.
4. That certain tract containing 2.07 acres sold to Edwin W. Schoolcraft by deed dated April 25, 1910, recorded in Book "M" of Deeds at page 243, records of Skamania County.
5. That certain tract conveyed to C. L. Ruff by deed dated February 25, 1924, recorded in Book "N" of Deeds at page 506, records of Skamania County.
6. Also conveying that tract described as follows: Beginning at a point on the south line of the Kirkman tract, said point being 1060' West and 346.5' south of the Northeast corner of Section 25 in Township 3 North, of Range 7 East of the Willamette Meridian, thence following the south boundary of the County Road as follows: North 48° 43' East 130', thence North 26° 20' East 112' to Kirkman's east line, thence South 27° 50' East along said line 208 feet to Kirkman's Southeast corner, thence west along Kirkman's south line 245 feet to the place of beginning, containing 0.58 acres.
7. Also excepting that portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian which lies west of the County Road known as Kanaka Creek Road, and South of a line 41 rods north of and parallel to the south line of said Northeast quarter of Section 25 aforesaid.

STATE OF OREGON

ss

COUNTY of Hood River

5-26-78

On this day personally appeared before me MADGE R. KEYS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that she signed the same as her 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 the day and year first above written.



D. A. Hanson  
Notary Public for Oregon  
Residing at Hood River.

MY COMM. EXPIRES 7-29-80

STATE OF OREGON

ss

COUNTY of Hood River

On this day personally appeared before me JOHN A. HOPE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my and official seal this 26th day of May, 1978



D. A. Hanson  
Notary Public for Oregon  
Residing at Hood River.

MY COMM. EXPIRES 7-29-80

AGREEMENT TO PURCHASE AND HARVEST TREES

DATE. The Agreement to Purchase and Harvest Trees is made by the parties on May 26, 1978.

AGREEMENT PERIOD. This Agreement shall continue in effect until May 26 1998.

PARTIES. JOHN A. HOPE, hereafter called Purchaser, agrees to purchase and MARGE P. KEYS, hereafter called seller, agrees to sell all merchantable and readily harvestable trees on that property owned by seller located in Skamania County, Washington, more particularly described in Exhibit "A" to this Agreement to Purchase and Harvest Timber.

TREES SUBJECT TO BEING CUT AND REMOVED. The trees to be harvested under this agreement are those which can be cut and removed by the use of surface logging equipment. The Purchaser is not required to harvest trees which are inaccessible or markedly remote. Purchaser shall conduct the harvest of the trees which are the subject of this Agreement and manage the lands upon which they are located in such a manner as to promote a sustained yield of merchantable timber.

PURCHASER'S RESPONSIBILITIES

PAYMENT. Purchaser shall pay to Seller twenty-five dollars (\$25.00) per thousand board feet, net scale, for all trees cut and removed from the property described in Exhibit "A" to this

to this Agreement. Purchaser shall supply seller with copies of mill receipts to verify the net scale for all trees cut and removed provided that Purchaser shall not be required to produce such receipts to Seller for trees cut and removed until the first business day following the week in which such trees were delivered to a mill. Purchaser shall make payment to Seller for all trees cut and removed within four (4) weeks of delivery to a mill. Purchaser shall afford for the benefit of Seller a continuing lien on all trees cut and removed and the proceeds from the sale of same until Purchaser has paid to Seller the purchase price.

FIRE SUPPRESSION. Purchaser shall take all steps necessary to prevent and suppress forest fires on the property described in Exhibit "A" to this Agreement. Purchaser shall furnish fire suppression insurance coverage in an amount of not less than five hundred thousand dollars (\$500,000.00) for the benefit of and payable upon loss to the Seller and the Purchaser as their interests shall appear. Such insurance shall be in the usual form provided for logging operations in the areas in which the property described in Exhibit "A" to this Agreement is situate. Such insurance shall be maintained at all times that Purchaser is actively operating on this property, including those times when only burning operations are underway.

ADDITIONAL INSURANCE. For the mutual benefit of Seller and Purchaser, Purchaser shall maintain an active account on all employees engaged on or about or in connection with the harvest of

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trees which subject to this Agreement under a Washington State Department of Labor and Industries Account.

PROTECTION OF TREES NOT TO BE HARVESTED. Purchaser shall prevent unnecessary injury to young growth and other trees not to be harvested, provided that Purchaser shall not be liable to Seller for trees that are damaged in the course of workmanlike harvesting.

CLEANUP AND REPAIR. The Purchaser shall not be required to pile brush or burn slash except as required by law.

#### RESPONSIBILITIES OF SELLER

WARRANTY OF TITLE. Seller warrants that title to the property which is the subject of this Agreement is in Seller and that Seller is the owner of such property. Seller shall defend title and ownership against all claims at her expense and shall hold Purchaser harmless from any and all actions and claims, provided that it shall be the sole responsibility of Purchaser to determine boundary lines of the property described in Exhibit "A" to the Agreement, and Purchaser shall be liable for any failure to restrict cutting to the area within such boundaries.

USE OF UNMERCHANTABLE MATERIAL. Seller shall allow Purchaser to use unmerchantable material from tops of trees cut or from trees of unmerchantable quality or species for necessary road improvements at no cost to Purchaser, provided such improvements are left in place by Purchaser.

RIGHT OF WAY. Seller shall provide Purchaser with freedom of entry and right of way on and across the property described in Exhibit "A" to the Agreement as well as those other privileges customarily provided to Purchasers of stumpage to the extent that they do not conflict with specific provisions of this Agreement.

DATE \_\_\_\_\_

\_\_\_\_\_  
MADGE R. KEYS

DATE \_\_\_\_\_

\_\_\_\_\_  
JOHN A. HOPE

Unofficial Copy

STATE OF OREGON

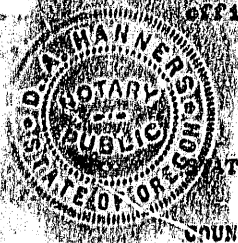
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COUNTY of Hood River)

5 26 18

On this day personally appeared before me MADGE R. KEYS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that she signed the same as her 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 the day and year first above written.



D. J. Hanners  
Notary Public for Oregon  
Residing at Hood River,  
My Comm. Expires 7-29-80

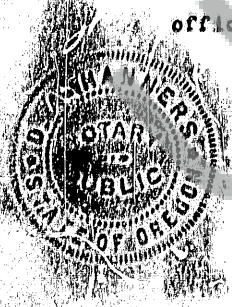
STATE OF OREGON

ss

COUNTY of Hood River)

On this day personally appeared before me JOHN A. HOPE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my and official seal this 26th day of May, 1978



D. J. Hanners  
Notary Public for Oregon  
Residing at Hood River,  
My Comm. Expires 7-29-80

## EXHIBIT "A"

128.93 acres more or less consisting of:

The NE 1/4 of Section 25 in Township 3 N R 7 E WM, Excepting, therefrom the following, described tracts of land, to-wit:

1. That certain tract sold to S.S. Richards by deed dated May 25, 1904, and recorded in Book "H" of Deeds at page 621 of Skamania County, Washington, said tract containing 21.63 acres.

2. That certain tract containing 1 acre sold by deed dated May 29, 1907 to School District No. 20, recorded August 12, 1907, at page 407, Book "K" of Deeds, records of Skamania County.

3. That certain tract of 2 acres more or less, sold to William Kirkman by deed dated April 7, 1908, recorded April 7, 1908, in Book "L" of Deeds at page 67, records of Skamania County.

4. That certain tract containing 2.07 acres sold to Edwin W. Schoolcraft by deed dated April 25, 1910, recorded in Book "M" of Deeds at page 243, records of Skamania County.

5. That certain tract conveyed to C. L. Ruff by deed dated February 25, 1924, recorded in Book "I" of Deeds at page 506, records of Skamania County.

6. Also conveying that tract described as follows: Beginning at a point on the south line of the Kirkman tract, said point being 1060' West and 346.5' south of the Northeast corner of Section 25 in Township 3 North, of Range 7 East of the Willamette Meridian, thence following the south boundary of the County Road as follows: North 40° 43' East 130', thence North 26° 20' East 112' to Kirkman's east line, thence South 27° 30' East along said line 208 feet to Kirkman's Southeast corner, thence west along Kirkman's south line 245 feet to the place of beginning, containing 0.58 acres.

7. Also excepting that portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian which lies west of the County Road known as Kanaka Creek Road and South of a line 41 rods north of and parallel to the south line of said Northeast quarter of Section 25 aforesaid.

(4)

CONTRACT FOR ALLOCATION OF PROCEEDS  
FROM SALE OF TIMBER HARVESTED PURSUANT TO AGREEMENT  
TO PURCHASE AND HARVEST TREES.

WHEREAS John A. Hope as Purchaser, and Madge R. Keys  
as Seller, have this day entered into an Agreement to Purchase  
and Harvest Trees, which Agreement is attached to this contract  
as Exhibit 1; and

WHEREAS the parties entered into this above-referenced  
Agreement (Exhibit 1) in part to insure the maintenance of a  
substantial stand of trees on the property described in Exhibit 1  
and to assure an income for years to both parties; and

WHEREAS the parties entered into the above-referenced  
agreement (Exhibit 1) to assure that the forest management  
expertise of John A. Hope would remain available to Madge R. Keys  
over an extended period of time; and

WHEREAS the parties are aware that the market price of  
logs is subject to fluctuation and cannot be predicted;

THEREFORE: In consideration of all of the above:

1. John A. Hope agrees to establish on behalf of himself  
and Madge R. Keys a bank account separately maintained for receipt  
of all payments from mills for logs harvested under the above-  
referenced Agreement to Purchase and Harvest Trees.

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2. Disbursement from this account shall be made as follows:

a) To Madge R. Keys: Twenty five dollars (\$25.00) per 1000 board feet, net scale, of trees harvested and delivered to mills (as evidenced by mill receipts), as set forth in paragraph of Exhibit 1:

b) To Madge R. Keys: Fifty percent (50%) of the amount remaining after payments have been made pursuant to subparagraph 2(a);

c) To John A. Hope: Fifty percent (50%) of the amount remaining after payments have been made pursuant to subparagraph 2(a); provided that John A. Hope shall make provision for payment of all logging costs and taxes from this share of the account.

x May 26, 1978  
x May 26, 1978

Madge R. Keys  
John A. Hope



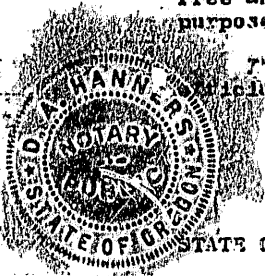
STATE OF OREGON

ss

COUNTY of Hood River)

5-26-78

On this day personally appeared before me MADGE R. KEYS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that she signed the same as her 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 the day and year first above written.

D.A. Hanna  
Notary Public for Oregon  
Residing at Hood River.

MY COMM. EXPIRES 7-29-80

STATE OF OREGON

ss

COUNTY of Hood River)

On this day personally appeared before me JOHN A. LOPE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



IN WITNESS WHEREOF, I have hereunto set my and official seal this 26th day of May, 1978

D.A. Hanna  
Notary Public for Oregon  
Residing at Hood River.

MY COMM. EXPIRES 7-29-80

## EXHIBIT 1

128.93 acres more or less consisting of:

The NE 1/4 of Section 25 in Township 3 N R 7 E WM, Excepting, therefrom the following described tracts of land, to-wit:

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2. That certain tract containing 1 acre sold by deed dated May 29, 1907 to School District No. 20, recorded August 12, 1907, at page 407, Book "K" of Deeds, records of Skamania County.
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4. That certain tract containing 2.07 acres sold to Edwin W. Schuchcraft by deed dated April 25, 1910, recorded in Book "M" of Deeds at page 243, records of Skamania County.
5. That certain tract conveyed to C. L. Ruff by deed dated February 25, 1924, recorded in Book "I" of Deeds at page 506, records of Skamania County.
6. Also conveying that tract described as follows: Beginning at a point on the south line of the Kirkman tract, said point being 1060' West and 346.5' south of the Northeast corner of Section 25 in Township 3 North, of Range 7 East of the Willamette Meridian, thence following the south boundary of the County Road as follows: North 48° 43' East 130', thence North 26° 20' East 112' to Kirkman's east line, thence South 27° 30' East along said line 208 feet to Kirkman's Southeast corner, thence west along Kirkman's south line 245 feet to the place of beginning, containing 0.58 acres.
7. Also excepting that portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian which lies west of the County Road known as Kanaka Creek Road, and South of a line 41 rods north of and parallel to the south line of said Northeast quarter of Section 25 aforesaid.



⑤

## AGREEMENT TO PURCHASE AND OPERATE

Freemont AIRPORT

DATE: The agreement to Purchase and Operate Freemont Airport by the parties on May 31, 1978.

WHEREAS, John A. Hope, an individual, hereinafter called PORT, and Madge R. Keys, an individual, hereafter called COUNTY, wish to enter into an agreement whereby ownership of the present

Freemont Airport will be transferred to the PORT and

WHEREAS it appears that effective transfer of the operation and maintenance functions at the Airport can be done at this time and that formal documents transferring legal title to the PORT can await a more complete legal description of Airport real property.

NOW THEREFORE, it is agreed by and between said parties hereto as follows:

1. The PORT will assume operation of the Airport as of June 1, 1978 and will use monies as budgeted by the County in this present fiscal year up to one thousand seven hundred (\$1,700.00) dollars for maintenance and repair, and up to one thousand six hundred (\$1,600.00) dollars for utilities, and up to two thousand three hundred seventy five (\$2,375.00) dollars for painting. The PORT will assume total budgetary responsibility as of July 1, 1978.

2. The COUNTY will acquire those air aviation easements needed in order to place the owner of such Airport into a status of compliance with Federal guidelines, thereby qualifying such owner for Federal funding for airport projects. All monies received from Federal or State governments in connection with obtaining of air aviation easements at the airport shall belong to the County.

3. The parties shall cause a legal description satisfactory to both parties of the airport property to be made, cost to the agreed upon, at a later date, at which time formal transfer of legal title shall be made.

4. It is in the minds of the parties hereto that the use of the land involved in this transfer shall remain as a private ~~use~~ airport and related uses and facilities and if, for any reason, such use is changed consent of County, the land shall automatically revert to PORT with out the requirement of a formal entry.

5. The COUNTY will assign all existing insurance policies on the Airport to the PORT, who will in turn have the policies endorsed so that the County and the PORT are named insureds until the policy expires.

6. The PORT agrees to take title to the Airport subject to all lawful agreements to which the COUNTY is a party relating to Airport purposes.

7. The PORT agrees to maintain the Airport in as good condition or better as it is in at the time that the PORT assumes possession.

8. The County will complete resealing of the airport runway as presently budgeted prior to June 30, 1978.

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in multiple originals, each of which may be considered an original for all purposes without the presentation of the others, by their undersigned officers thereunto duly authorized.

ATTEST:

By:

Madge R. Keys  
Madge R. Keys, an individual  
Owner of Airport

PORT

By:

John A. Hope  
John A. Hope, an individual

May 31, 1978

STATE OF OREGON )  
 ) ss  
 COUNTY of Hood River)

On this day personally appeared before me  
 MADGE R. KEYS, to me known to be the individual  
 described in and who executed the foregoing instrument,  
 and acknowledge that she signed the same as her  
 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 the day and year first above written.

MY COMMISSION EXPIRES 3/2 19 82  
 \_\_\_\_\_  
 Notary Public for Oregon  
 Residing at Hood River.

STATE OF OREGON )  
 ) ss  
 COUNTY of Hood River)

On this day personally appeared before me  
 JOHN A. HOPE, to me known to be the individual  
 described in and who executed the foregoing instrument,  
 and acknowledge that he signed the same as his  
 free and voluntary act and deed for the uses and  
 purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my and  
 official seal this 31 day of May, 1978

MY COMMISSION EXPIRES 3/2 19 82  
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 Notary Public for Oregon  
 Residing at Hood River.

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## EXHIBIT "A"

128.93 acres more or less consisting of:

The NE 1/4 of Section 25 in Township 3 N R 7 E WM, Excepting, therefrom the following described tracts of land, to-wit:

1. That certain tract sold to S.S. Richards by deed dated May 25, 1904, and recorded in Book "H" of Deeds at page 621 of Skamania County, Washington, said tract containing 21.63 acres.
2. That certain tract containing 1 acre sold by deed dated May 29, 1907 to School District No. 20, recorded August 12, 1907, at page 407, Book "K" of Deeds, records of Skamania County.
3. That certain tract of 2 acres more or less, sold to William Kirkman by deed dated April 7, 1908, recorded April 7, 1908, in Book "L" of Deeds at page 67, records of Skamania County.
4. That certain tract containing 2.07 acres sold to Edwin W. Schoolcraft by deed dated April 25, 1910, recorded in Book "M" of Deeds at page 243, records of Skamania County.
5. That certain tract conveyed to C. L. Ruff by deed dated February 25, 1924, recorded in Book "I" of Deeds at page 506, records of Skamania County.
6. Also conveying that tract described as follows. Beginning at a point on the south line of the Kirkman tract, said point being 1060' West and 346.5' south of the Northeast corner of Section 25 in Township 3 North, of Range 7 East of the Willamette Meridian, thence following the south boundary of the County Road as follows: North 48° 43' East 130', thence North 26° 20' East 112' to Kirkman's east line, thence South 27° 30' East along said line 208 feet to Kirkman's Southeast corner, thence west along Kirkman's south line 245 feet to the place of beginning, containing 0.58 acres.
7. Also excepting that portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian which lies west of the County Road known as Kanaka Creek Road, and South of a line 41 rods north of and parallel to the south line of said Northeast quarter of Section 25 aforesaid.