

## L E A S E

This lease entered into this first day of May, 1975, by and between RAY E. ZIEGLER, hereinafter referred to as the Lessor and KENNETH W. PETERSON, hereinafter referred to as the Lessee,

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

for and in consideration of the mutual covenants hereinafter set forth it is agreed as follows:

(1) Leased Premises: The Lessor leases and demises to the Lessee for a period of two years from and after May 1, 1975, the following described real property located in Skamania County State of Washington:

That portion of the Southeast Quarter of the Southeast Quarter of Section 16, Township 2 North, Range 7 E. W. M., designated as the Schoolhouse Sand Pit.

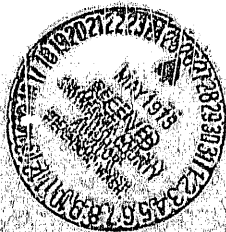
(2) Purpose of Lease and Rent: Said premises are leased by the lessor to the lessee in order that the lessee may remove sand from said premises; and lessee agrees to pay for said sand at the rate of Fifty Cents (50¢) per yard truck measure; the rent shall be paid monthly based on delivery tickets, a copy of each of which will be delivered by the lessee to the lessor at the end of each month.

(3) Option to Renew: The lessee shall have the option to renew this lease on the same terms and conditions as set forth herein; provided, however, that the 50¢ per yard rental shall be renegotiated by agreement between the parties.

(4) Exclusive Right of Lessee: During the period of this lease the lessee shall have the sole and exclusive right to remove sand from the pit aforesaid on the terms and conditions above set forth; provided, however, that third parties may purchase sand directly from the lessor with the express written approval of the lessee.

(5) This lease may be terminated by either party after 90 days notice given in writing by either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 16 day of May, 1975.



Ray E. Ziegler  
RAY E. ZIEGLER

Kenneth W. Peterson  
KENETH W. PETERSON

LEASE - Page Two.

STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

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

GIVEN under my hand and official seal this 12 day of May, 1975.

*[Signature]*  
 Notary Public in and for the State of Washington,  
 residing at Stevenson, Washington.

