

Return Address:

Art Harding
8101 S.E. 138th Dr.
Portland, Or. 97236 1

Document Title(s) or transactions contained herein:

Rock mining lease

GRANTOR(S) (Last name, first name, middle initial)

Erickson, Harvey

☐ Additional names on page ____ of document.

GRANTEE(S) (Last name, first name, middle initial)

A+B Rock Distributors LLC.

☒ Additional names on page 1 of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

E² NW⁴ sect. 27 T2N R5EWM

☐ Complete legal on page ____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-05-27-0-0-1100-00

adh

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

ROCK MINING LEASE

State of Washington

County of Skamania

This lease agreement made and entered into by and between Harvey Erickson, whose address is 3651 Skye Rd, Washougal WA 98671, hereinafter called "Lesser," and "A & B ROCK DISTRIBUTORS L.L.C. limited liability company, composed of TERESE' DAYLE GUSTAFSON, whose address is 11302 Washougal River Road, Washougal, Skamania County, Washington 98671, and BREIANNE DANIELLE MILLER, whose address is 1607 SE 140th Court, Clark County, Washington 98683, hereinafter called "Lessee."

WITNESSETH

I

Upon the terms and conditions and in consideration of the hereinafter stated amounts to be paid, as hereinafter stated and the mutual covenants herein contained, said Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, for the purpose of mining and removing native building stone including all landscaping and decorative stone from the following described lands in Skamania County, Washington, to wit: The East half of the N.W. 1/4 of Sec #27 Township 2N, Range 5 E.W.M.

II

The term of period covered by this lease shall be ten (10) years commencing on the 31st day of March, 2002 and ending on the 31st day of March, 2012, binding upon the parties and their heirs, successors, assigns, and personal representatives, unless sooner terminated as hereinafter provided.

On or before thirty (30) days prior to the expiration date of this lease, Lessee may extend this lease for an additional ten (10) year term upon the same terms and conditions as contained herein by notifying Lessor in writing of Lessee's election to extend this lease for said additional ten (10) year term and upon such notification the lease shall be extended for an additional ten (10) year term.

III

It is understood by the parties hereto, both Lessor and Lessee that Lessee's rock mining operations may be conducted at different sites on the demised premises, depending on the quantity and quality of the native stone being quarried and removed. However at all quarry sites, Lessee may stockpile and store stone until it is sold.

IV

Depending upon the quality of stone quarried, Lessee shall pay to Lessor, a minimum of \$7.50 per ton of all Windswept stone shipped and sold and a minimum of \$12.50 per ton of all Moss stone shipped and sold, such payment to be paid to Lessor by Lessee within 30 days of the shipment of stone and receipt of funds for such shipment. The determination of the quality of the stone and the amount per ton to be paid by Lessee to Lessor shall be at the sole judgment of Lessee. Lessee agrees to pay, or pay for the removal of, a minimum of 2000 tons per calendar year. Pay will be on a monthly basis prorated annually. All excess monies to be paid in the following quarterly.

V

During the term of this lease, Lessee shall have the right of ingress and egress across Lessor's lands to reach all quarry sites and shall have the right to erect and maintain on the lease premises such equipment and machinery as is reasonably necessary to excavate, process, store, sell, and remove all stone under this lease for any commercial use. Lessee further covenants and agrees the Lessee will keep all worksites in clean condition, free of all rubbish and trash, will conduct all of its operations in a good and workmanlike manner, and confine same to the minimum area necessary for economical operations. All quarry excavation sites, as they are abandoned, shall be covered over and smoothed and leveled, and when requested by Lessor the site reseeded with native grasses.

VI

Should Lessee be in default for a period of more than (15) days in the payment of any

consideration payable under this lease or in the performance of any other provision of this lease, Lessor will give written notice to Lessee of such default and Lessee must cure said default within (15) days from the date of such notice. In the event Lessee fails to cure such default, Lessor may terminate and regain possession of the lease premises in the manner provided by the laws of the State of Washington in effect at the date of the default.

VII

Notices provided for in this leases shall be mailed to the addresses shown below:

LESSOR

HARVEY ERICKSON Individually
3651 Skye Rd
Washougal WA 98671

LESSEE:

A & B ROCK DISTRIBUTORS L.L.C.
TERESE' DAYLE GUSTAFSON
11302 Washougal River Road
Washougal WA 98671

A & B ROCK DISTRIBUTORS L.L.C.
BREINNE DANIELLE MILLER
1607 SE 140th COURT
Vancouver WA 98683

VIII

The Lessee shall retain the right to assign or transfer this lease or any other interest herein without prior written consent of the Lessor.

IX

All stone material to mined in an ecologically sound manner. A no smoking policy is in effect year round. No work shall be performed contrary to established agreements as to working hours or noise ordinances without prior written authority from Lessor. Petroleum spills or leaks will be addressed immediately with Hazmat rules, including containment and disposal. All future permits, studies, etc. are the sole responsibility of the Lessee. All mining extraction sales, etc. shall be administered by Lessee. At the option of the Lessee, equipment is or may be, available for the removal of oversized stone materials at a standard daily or weekly rate, with an eight-hour

minimum, plus one-third for special handling. At no time shall any trees be damaged or removed without prior written consent of Lessor.

X

Lessee, by paying his rent and abiding by the covenants herein provided, warrants from Lessor peaceful and quiet possession of said lands until the termination of this lease. At the termination of this lease, Lessee agrees to surrender back peacefully and quietly the possession of all said premises to Lessor.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns.

Executed as of the ^{5th} 7th day of June, 2002 in duplicate originals.

Skamania County Washington

LESSOR:

HARVEY ERICKSON Individually

BY:

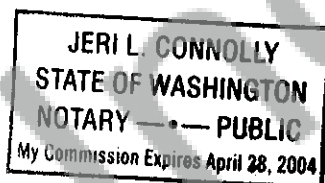
Harvey Erickson
HARVEY ERICKSON

LESSEE:

A & B ROCK DISTRIBUTORS L.L.C.

BY:

Terese' Dayle Gustafson
TERESE' DAYLE GUSTAFSON
Member



BY:

Breianne Danielle Miller
BREIANNE DANIELLE MILLER
Member