



# QUARRY LEASE

THIS QUARRY LEASE executed this date between KEITH P. KELLER and MARIANNE KELLER, husband and wife, and WILLIAM M. KELLER and FRANCES KELLER, husband and wife, hereinafter referred to as the "Lessors", and SKAMANIA COUNTY, WASHINGTON, a municipal corporation, hereinafter referred to as the "Lessee",

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

That for and in consideration of the mutual agreements hereinafter contained, the Lessors do hereby grant, lease and demise unto the Lessee, and the Lessee does hereby lease of the Lessors, for the purposes hereinafter provided, that certain rock quarry now being and existing on the following described real property situated in Skamania County, State of Washington, to-wit:

The West Half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, the North Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter of Section 1, Township 1 North, Range 5 E.W.M.

AND AS CONDITIONS OF THIS LEASE THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. This lease shall exist for the purpose of supplying to Lessee its requirement of rock for all County purposes. All sales to others by the Lessor of rock shall be subject to the Lessee meeting Lessee's own requirements first. Sales to others shall be administered by the Lessee and shall be at such prices that net to the Lessors Fifty Cents (\$.50) per yard. All sales to others shall be at the request of Lessors.

2. This lease and the rights herein granted shall commence on the 30th day of September, 1980, and shall continue for a period of three (3) years thereafter, expiring on the 30th

day of September, 1983.

3. In consideration of the within lease and privileges, the Lessee covenants to pay to the Lessors as rental or royalty, a monthly sum equal to Twenty-five Cents (\$.25) for each cubic yard of rock quarried or extracted from place during each calendar month during the term of this lease, or in the sum of One Hundred Fifty Dollars (\$150.00), whichever shall be the larger sum, it being understood that the minimum rent or royalty due Lessors hereunder shall be in the sum of \$150.00 per month. The Lessee covenants to keep accurate records in sufficient detail of the rock quarried or extracted during each calendar month during the term of this lease, and at the end of each such calendar month the County's claim voucher form covering the rock quarried or extracted during such calendar month shall be duly prepared, certified to be correct by the County Engineer of Lessee as to the quantity of rock so quarried or extracted during such month, and shall be forwarded by mail to Lessors. Such royalty or minimum royalty or rental payment, as the case may be, shall then be promptly paid to Lessors upon the return of such voucher duly signed. All such records of Lessee concerning its operation of said quarry, or other records of Lessee concerning the disposition of such rock, shall be open to the inspection of the Lessors, or their agents, at all reasonable times.

4. Lessee shall be privileged to install such rock crusher or other machinery and improvements at the quarry site as may be reasonably required to effect the removal, processing or delivery of such rock. Lessee shall be privileged to use the existing haul and access roads connecting said quarry to Primary State Highway No. 14, but Lessee shall perform any road maintenance required thereby. Lessee shall, at the termination of this lease or at the termination of any extension thereof,

re-establish all "haul roads" and access roads connecting said quarry to Primary State Highway No. 14 to their original condition. Lessors shall be furnished with keys to any and all locks that may be installed on any gates across any such roads.

5. The Lessee shall be an independent contractor as to Lessors in all respects concerning Lessee's use and operation of said quarry, and Lessee covenants to indemnify and save the Lessors harmless from any and all claims or liability to persons or property occurring by virtue of Lessee's operation and use of said quarry and/or roads. The use and storage of blasting powder or other explosives shall be in compliance with applicable state laws or regulations. Lessee covenants to operate and manage said quarry in a good workmanlike manner and pursuant to all applicable laws and regulations, and also covenants to seasonably pay its charges and expenses incurred in connection with its use and operation of said quarry to the end that no liens therefor shall attach to the premises. Lessee covenants to maintain a suitable slope at the exterior lines of the quarry site as above described so that no rocks, materials or lands outside of said quarry shall be caused to cave into the quarry leased herein. In the event of any such cave-in from lands of Lessors outside of said Quarry as hereinabove described, then it is agreed that the damages thereby to Lessors shall not be less than the quantity of rock contained in any such cave-in, computed at \$.25 per cubic yard.

6. The Lessors shall have the right to use the leased premises herein for any lawful purpose or purposes which do not conflict or obstruct the Lessee's use of said property as a quarry site; it being the intent of the parties hereto that only that portion of the property hereinbefore described that the County chooses to use as a quarry site will be used by the County

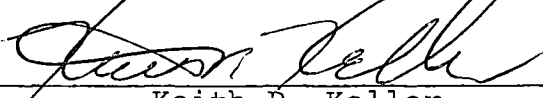

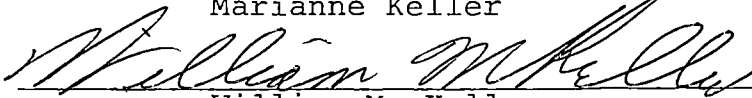
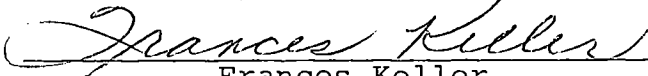
and that the remaining portion of said premises, although subject to the terms of this lease, will be available to the Lessors for any purposes they choose to use it for, subject only to the County's primary use. In the event a dispute arises over the terms of this paragraph, the determination by the County as to whether or not the Lessors are interfering with the County's use shall control.

7. The Lessee covenants that it will obtain and maintain any and all necessary federal, state or other governmental permits and will provide whatever reclamation is required during or at the expiration of this lease.

8. Time and exact performance shall be of the essence of this lease. In the event of the default of Lessee in the payment of the several sums hereinabove provided, or in the event of Lessee's default in the performance of the remaining terms and conditions hereinabove required, then Lessors may, at their election, declare the forfeiture of this lease and may re-enter said premises causing Lessee's removal therefrom. The aforesaid remedy of forfeiture shall not be deemed exclusive and Lessors, in event of such default, shall be privileged to seek any other remedy provided in law or equity for the breach of this lease.

In the event Lessee shall remain in possession of said property after the termination of this lease, with the consent of Lessors, without a new or extension agreement concerning said quarry, then Lessee shall be deemed a tenant or licensee from month to month at the rental or royalty and other terms and provisions as herein conveyed.

IN WITNESS WHEREOF, the parties have executed this instrument this 14<sup>th</sup> day of July, 1980.

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William M. Keller  
  
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Frances Keller

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*R.C. Schuly*  
Chairman

*Dennis Egan*  
Commissioner

*E. Callahan*  
Commissioner

ATTEST:


SKAMANIA COUNTY AUDITOR

G. P. TODD

STATE OF WASHINGTON

SKAMANIA COUNTY AUDITOR

APPROVED AS TO FORM:



\_\_\_\_\_  
Prosecuting Attorney, Skamania County,  
Washington

STATE OF Washington )  
County of Clark )

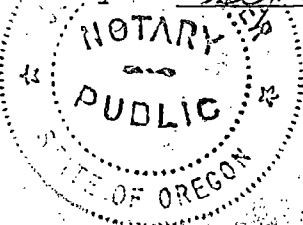
therein mentioned.  
GIVEN under my hand and official seal this 13<sup>th</sup> day of August, 1980.

Thomas C Richardson  
NOTARY PUBLIC in and for the State of  
Washington, residing at  
Tacoma.

STATE OF Oregon )  
County of Multnomah ) ss.

On this day personally appeared before me WILLIAM M. KELLER and FRANCES KELLER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1<sup>ST</sup> day of September, 1980.



John M. Keller  
NOTARY PUBLIC in and for the  
State of Oregon,  
Residing at Portland.

*My Commission expires 8-25-84*

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1980, before me personally appeared DEAN O. EVANS, DEL SCHULZE, and ED CALLAHAN, to me known to be the County Commissioners of Skamania County, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein contained, and on oath stated that they were authorized to execute said instrument according to its' terms, and that the seal affixed is the corporate seal of such municipal corporation.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
Residing at \_\_\_\_\_.