

all on this 21st day of February, 1941.

(No corporate seal affixed)

Pacific Building Materials Company
By Frank Penepacker, Its Vice-President

(No corporate seal affixed)

Portland Gravel Company
By H. F. Puariea, Its President

STATE OF OREGON }
 } ss
COUNTY OF MULTNOMAH }

On this 21st day of February, 1941, before me appeared F. Penepacker to me personally known, who being duly sworn, did say that he is the Vice President of Pacific Building Materials Company, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its board of Directors, and said F. Penepacker acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

(Notarial seal affixed)

Harry L. Raffety
Notary Public for Oregon. My commission
expires: Dec. 16th, 1942.

STATE OF OREGON }
 } ss
COUNTY OF MULTNOMAH }

On this 21st day of February, 1941, before me appeared H. F. Puariea to me personally known, who being duly sworn, did say that he is the President of Portland Gravel Company, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said H. F. Puariea acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

(Notarial seal affixed)

Harry L. Raffety
Notary Public for Oregon. My commission
expires: Dec. 16th, 1942.

Filed for record March 18, 1941 at 8-30 a.m. by Raffety and Pickett

Mabel J. Pickett
Skamania County Auditor.

#30224

Frank Hunsaker et ux to Texas Company

File #5849 - Stevenson, Wn., U.S. Hwy. #830 and Columbia St. Lease.

Agreement dated the 20th day of March, 1941, by and between Frank Hunsaker and Mary F. Hunsaker, his wife, White Salmon, Washington (lessor) and The Texas Company, a California corporation, having its principal place of business at 929 South Broadway, Los Angeles, California, (lessee).

(1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Stevenson, County of Skamania State of Washington, described as follows:

Beginning at the Southwest corner of Lot Sixteen (16) in Block Eight (8), Riverview Addition to the City of Stevenson, Washington; thence north a distance of sixty (60) feet to a point; thence east a distance of ninety (90) feet to the west line of Columbia Street; thence south along the west line of Columbia Street sixty (60) feet to the intersection of the west line of Columbia Street with the north line of US Highway #830; thence West along the north line of US Highway #830 a distance of ninety (90) feet to the point of beginning. Same being the southerly sixty (60) feet of Lots Sixteen (16) and Seventeen (17) Block Eight (8), Riverview Addition to the

City of Stevenson, Skramania County, Washington.

Together with all right, title, and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

- 1 Frame Service Station building with office, lubrication room and two rest rooms.
- 3 Computing Pumps
- 1 1000-Gallon UG Tank
- 2 550-Gallon UG Tanks
- 2 Cox Air & Water Wells
- 1 Hydraulic Hoist
- 1 12 HP Air Compressor

(2) Term. To Have and To Hold for the term of five years, from and after the 1st day of March, Nineteen Hundred Forty-one (Mar. 1st., 1941) but subject to termination by lessee or lessor at the end of the first year or any subsequent year upon thirty (30) days' written notice from lessee to lessor, or lessor to lessee.

(3) Rental. Lessee agrees to pay the following rent for ^{said} premises:-

A sum equal to one and one-half cents (1½¢) for each gallon of lessee's gasoline sold from the said premises each month during the term hereof payable not later than the tenth day of the month next following the month for which payment is made, but in no event to be less than Fifty Dollars (\$50.00) per month nor more than One Hundred Fifty Dollars (\$150.00) per month.

Lessee agrees that rental shall be payable in monthly installments and that if any installment shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Sales Manager of lessee at 929 South Broadway, Los Angeles, California, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from Lessor to Lessee. Such application shall be deemed payment of such rental.

No change in ownership of the premises, or assignment of the rental provided for herein, shall be binding upon lessee for any purpose until after lessee has been furnished with a written transfer or assignment, or a true copy thereof, evidencing such change in ownership or assignment.

(4) Maintenance. Lessor agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, and to paint same when deemed necessary in the opinion of the lessee during the term of this lease, and to re-build within sixty (60) days any structure on said premises damaged or destroyed in any manner. In the event of lessor's failure to do so, lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six per cent. If, during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(5) Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6) Lessee's Right of Termination. Should losses, for any reason other than (a) any willful act of lessee and/or (b) damage or destruction of premises and/or any structures thereon, be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, in which event the rental obligation shall be prorated to the date of such termination. If, during the term of this lease, a part only of said premises be taken for public use under right of Eminent Domain, and if the remainder, in the opinion of the lessee, is not suitable for its purposes, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(Auditor's note: Paragraphs Nine (9) and Ten (10) have been lined out and initials appear on portion stricken)

(11) Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(12) Assignment and Sub-Letting. Lessor consents that lessee may assign or sublet the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(13) Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if placed in the United States Mails addressed to the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States Mails, postage prepaid, addressed to the lessee's principal place of business as shown in this lease.

(14) Approval and Signing by lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed on its behalf by its President, a Vice President, Manager (Domestic Sales department) or Assistant Manager (Domestic Sales Department) and attested by its Secretary or Assistant Secretary.

(15) Successors and Assigns. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors or assigns.

In Witness Whereof lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: Donnie R. Thomas

Frank Hunsaker (no seal)
Mary F. Hunsaker (seal)
Lessor

(Corporate seal affixed)

The Texas Company (Lessee)
 By E. B. Liles, Vice-President
 Attest: J. W. Davis, Assistant Secretary.

STATE OF WASHINGTON)
) ss
 COUNTY OF KLIKITTAT)

On this day personally appeared before me Frank Hunsaker and Mary F. Hunsaker, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed and sealed 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 20 day of March, 1941.

(Notarial seal affixed)

Donnie R. Thomas
 Notary Public in and for the State of
 Washington, residing at White Salmon.

STATE OF CALIFORNIA)
) ss
 COUNTY OF LOS ANGELES)

On this 7 day of April, A. D. 1941, before me C. S. Wharton a notary public in and for the said county and state, personally appeared E. B. Liles, known to me to be the Vice President, and J. W. Davis, known to me to be the Ass't Secretary of the The Texas Company the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

C. W. Wharton
 Notary Public in and for said County
 and State. My commission expires
 July 25, 1943.

Approved as to: Terms TEN JJC JML Description CMC _____ FJ Form CL MJ.

Filed for record April 24, 1941 at 11-00 a.m. by Grantee.

Mabel J. Price
 Skamania County Auditor.

#30339

J. C. Price et ux et al to Standard Oil Co.

LEASE

This Indenture, dated the 10th day of June 1941, by and between J. C. Price and Hazel Price his wife, Paul Schindler (a single man) W. R. Price and Birdella Price his wife, a Partnership, d.b.a. Carson Merc. Co. of Carson Washington, hereinafter called "Lessor", and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Lessee", WITNESSETH: That for the term and upon the terms and conditions set forth in that certain written lease agreement, bearing date June 10, 1941, from Lessor to Lessee, all of which terms and conditions are hereby made a part hereof, as fully and completely as if herein specifically set out in full, Lessor has leased, demised and let, and does hereby lease, demise and let unto Lessee, the following described real property, situate, lying and being in the City of Carson, County of Skamania, State of Washington, more particularly described as follows, to-wit:

The East Four (4) feet of that piece of property described as beginning at a point fifteen (15) feet North and thirty (30) feet West of the S.E. corner of the S.W.-S.E. of Section 20, Township 3, Range 8, thence North fifty (50) feet, West one hundred (100) feet, South fifty (50) feet, East one hundred (100) feet to the point of beginning, located in Skamania County, Washington.