

4. The timber, which is the subject matter of this contract is in Skamania County, State of Washington and is upon the following described lands;

SW $\frac{1}{4}$  of NE $\frac{1}{4}$  Lot 4, SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , All in section 1, Township 1, North Range 5 East, in Skamania County, State of Washington.

5. Purchaser has until February 2, 1947 to remove said timber.

6. All logging shall be in accordance with the State of Washington regulations and laws governing logging at the time of said logging.

SLASH DISPOSAL- The purchaser agrees to dispose of any and all slash and debris, resulting from logging, in accordance with state laws.

FIRE PRECAUTIONS- The purchaser shall comply with State Fire Laws and be liable for any costs to the seller for any infraction thereof.

7. It is agreed by the buyer that the owner has made no representation as to the kind and quality of timber covered by this contract and that the buyer has made a thorough examination thereof and relies solely upon the information thus acquired as to the kind and quality of timber covered by this agreement.

8. It is further agreed that the buyer grants to the seller the option to purchase said timber when it has been cut and placed in navigable waters. The DuBois Matlack Lumber Co. shall have the right to enter on to said logs and examine same prior to exercising its option. The purchase price of said logs will be governed by the ceiling price or current market price whichever is in effect and the certificate prepared by the Columbia River Log Scaling Bureau shall govern the grade and quality of said logs. The DuBois Matlack Lumber Co. in exercising shall take immediate possession of said logs and shall render payment of same.

IT WITNESS WHEREOF, the parties hereto have set their hands and seals in triplicate this twentieth Day of May, Nineteen Hundred and Forty Six, (1946).

DUBOIS MATLACK LUMBER COMPANY

By E. S. DuBois  
Seller President

(Corporate Seal Affixed)

G. A. Bloomquist  
Buyer

Filed for record this 23rd day of May, 1946, at 11-35 a.m. by G. A. Bloomquist.

Thelma J. Jones  
Skamania County Auditor

No. 35511

A. R. Adams et ux to Union Oil Company

Service Station Site and Facilities Lease L-2676

THIS LEASE, made this 15th day of March 1946, by and between A. R. ADAMS and FLORENCE G. ADAMS, his wife Lessor, and Union Oil Company c. California, a corporation, Lessee;

WITNESSETH:

(1) Lessor does hereby lease to Lessee for the term beginning the 1st day of May, 1946, and ending with the 30th day of April, 1951, unless sooner terminated as hereinafter provided, the real property situate in the City of North Bonneville, County of Skamania, State of Washington, described as follows:

Lots Seven (7) to Ten (10) inclusive, Block Twenty (20) of unrecorded plat of the Town of North Bonneville;

together with the buildings and equipment now located or to be placed thereon by Lessor, as described in Exhibit "A" which is attached to the reverse side hereof.

(2) Lessee agrees to pay Lessor each month as rental for said premises, a sum equivalent to ONE AND ONE HALF CENTS (1 $\frac{1}{2}$ ) per gallon for each gallon of gasoline delivered at or

upon said premises, or, at Lessee's option, dispensed therefrom during such month, said rental to be paid on or before the 15th day of the following month;

Lessee agrees to pay Lessor as and for advance rentals for demised premises the sum of TWO THOUSAND AND 00/100 DOLLARS (\$2000) for the purpose of assisting in purchasing movable equipment and minor modernization including installation of additional underground storage, to be completed by Lessor within ONE HUNDRED TWENTY DAYS (120) after advance rental payment has been made. Lessee shall have the right to withhold from rentals payable by Lessee under provisions of Paragraph 2 hereof, a sum equal to ONE CENT (1¢) per gallon for each and every gallon of gasoline delivered at or upon demised premises or dispensed therefrom; provided, however, that in no event shall the monthly payment be less than THIRTY-FOUR AND 17/100 DOLLARS (\$34.17), in repayment of advance rentals to apply against principal and interest at the rate of FIVE PERCENT (5%) per annum on the diminishing balance until the amount of advance rentals, to-wit: \$2000 together with said 5% interest is thus fully repaid Lessee. In the event of cancellation of this lease for any cause whatsoever, or at termination of this lease, or any renewal or extension thereof, any unpaid balance of advance rentals shall become immediately due and payable.

(3) Lessee shall conduct and operate a motor vehicle service station on said premises and may at its option conduct thereon other businesses, provided, however, that in the event of the condemnation of said premises or any part thereof, or in the event the full use of the premises in the conduct and operation of a service station thereon is prevented or interfered with or materially hindered by any law, ordinance, rule or regulation of any governmental authority, or if for any reason beyond its control Lessee shall be prevented from using said premises for the purpose of operating or maintaining thereon a motor vehicle service station, or access thereto be cut off in whole or in part, then at the option of Lessee this lease may be cancelled and terminated.

(4) Lessee shall have the right to place and maintain on said premises all facilities, structures and improvements which Lessee may desire for the purpose for which demised premises are hereby leased, and to remove the same or any facilities, structures and improvements heretofore placed thereon by Lessee or at its direction, at any time during the term hereof, or within ten (10) days after the termination of this lease or any extension or renewal thereof. Lessee also agrees to pay all taxes on all personal property and improvements, if any, of said Lessee upon said land, and Lessor agrees to pay all taxes on said land, improvements and personal property of Lessor thereon. If Lessor shall pay any taxes agreed to be paid by Lessee, then upon presentation of a receipted bill for said taxes Lessee shall promptly repay the same to Lessor.

(5) Lessee shall not be obligated to repair any damage to said premises or any part thereof which is due to reasonable wear and tear or caused by war, fire, earthquake, acts of enemies, or the elements, or which results from defects in construction whether such defects be latent or patent.

(6) It is agreed that as a material consideration for the execution of this lease by Lessee said Lessee is hereby granted the exclusive right and option to extend this lease beginning with the expiration date hereof for such additional term as Lessee may declare at its further option, but which term shall in no event exceed FIVE (5) years, upon the same terms and conditions and for the same rental hereinbefore provided. Written notice of the exercise of said option to extend this lease together with the declared term of said extension shall be given by Lessee to Lessor at least sixty (60) days prior to the expiration of the original term hereof.



(7) Lessee will return the said premises to Lessor at the expiration of the original or any extended term hereof, or any sooner termination of this lease, in as good condition as received, reasonable wear and tear and damage by fire and the elements excepted. If Lessee shall hold over after the expiration of the term hereof, with the express or implied consent of Lessor, such holding over shall be deemed to be a month-to-month tenancy in accordance with the terms herein specified

(8) Lessee shall have the privilege of subletting the entire demised premises or any part thereof and of assigning this lease and any or all of its rights hereunder.

(9) Notwithstanding any other provision of this lease, the rental herein specified shall begin from the date possession of the premises is taken by Lessee. Should Lessee, with the consent of Lessor, go into possession of the premises prior to the execution of this lease by Lessee, possession of the premises by Lessee shall be deemed to be under a license terminable at the will of Lessor and not as a tenancy, and neither such possession of the premises by Lessee nor the payment by Lessee to Lessor of any rentals hereunder shall constitute a ratification or acceptance of this lease by Lessee and this lease shall not be binding upon Lessee unless and until it is executed by the duly authorized officers of Lessee and delivered to Lessor.

(10) If a tax or charge is hereafter imposed, pursuant to the provisions of a Chain Store Tax law hereafter enacted by the State in which the demised premises are located, upon Lessee for the operation of the station on said premises, Lessee shall have the right at its option at any time on ninety (90) days' notice to terminate this lease without any liability by reason of such termination.

(11) This lease cancels and supersedes any lease or other agreement between the parties hereto on or with reference to the possession of the demised premises. This lease covers all the covenants, conditions, stipulations and provisions agreed upon between the parties hereto, and no employee, agent or representative of Lessee has authority to change, modify or alter the terms hereof, and neither party is nor shall be bound by any inducement, statement, representation, promise or agreement not in conformity herewith.

(12) All of the terms and provisions herein shall be binding upon and shall inure to the benefit of the heirs, executors, administrators or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

A. R. Adams

Florence G. Adams  
Lessor

UNION OIL COMPANY OF CALIFORNIA

(Corporate Seal Affixed)

By A. C. Stewart  
Vice-President.

By R. F. Niven  
Assistant Secretary  
Lessee

For and in consideration of the execution, by Lessee therein named, of the within and foregoing lease, and to induce the same, the undersigned hereby consents to the making of said lease and agrees that said Lessee may remove any and all of its property placed by said Lessee upon said leased premises, as provided in said lease.

Dated March 22, 1946.

Witnesses: Gilbert A. Perard

Jack G. Houser (Seal)

Algoma E. Houser (Seal)

STATE OF WASHINGTON )  
County of Skamania )

On this Second day of April, in the year A. D. 1946, before me A. R. Adams and Florence G. Adams and Jack G. Houser and Algoma E. Houser, a Notary Public in and for said County and State, residing therein and duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State. My Commission expires \_\_\_\_\_

STATE OF WASHINGTON, )  
COUNTY OF SKAMANIA ) ss.

On this 2nd day of April, 1946, before me, R. M. Wright, a Notary Public in and for said County and State, residing therein, and duly commissioned and sworn personally appeared, A. R. Adams and Florence G. Adams, Jack G. Houser and Algoma E. Houser, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their true and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of April, 1946.

(Notarial Seal Affixed)

R. M. Wright

Notary Public in and for the State of Washington, residing at Stevenson. My Commission expires March 18, 1947.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On this first day of May, in the year A. D. 1946, before me Caroline M. Lyons, a Notary Public in and for said County and State, residing therein and duly commissioned and sworn, personally appeared A. C. Stewart known to me to be the Vice President, and R. F. Niven known to me to be the Assistant Secretary of UNION OIL COMPANY OF CALIFORNIA, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein 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)

Caroline M. Lyons  
Notary Public in and for said County and State.  
My Commission expires Jul 28 1947

EXHIBIT "A"

Service Station L- 2676  
North Bonneville, Washington

- 1 - 56 x 52' wood frame service station building with 18 x 20' canopy and containing two completely equipped restrooms;
- 1 - Model 36-B Tokheim computer pump #754616;
- 2 - Wayne Visible Pumps (no serial number);
- 1 - 1000-gallon underground storage tank;
- 2 - 280-gallon underground storage tanks;
- 1 - Model MK763 US Compressor #5259MK with 2 HP Peerless Motor #R224-190324;
- 1 - Model 447 Manley hydraulic hoist #39836B;
- 2 - 15-gallon drums;
- 1 - Dalton Cash Register #157479;
- 1 - 500-watt GE drum-type floodlights;



- 1 - 1-qt., Pyrene fire extinguisher;  
 1 - 2-gallon Guardene extinguisher;  
 1 - 2-gallon Eastfoam extinguisher;  
 2 - 10-ft. length water hose with Fowler Pem nozzles;  
 2 - 25-ft. length air hose with Pem Arco air gauges;  
 1 - Alemite hi-pressure gun #P48102;  
 2 - Alemite gat guns;  
 1 - Superior hand #12 gun;  
 1 - Alemite hydraulic Model 6565 gun;  
 1 - Alemite hydraulic Model 6E Gun;  
 2 - Alemite hydraulic Model 5545 Gun;  
 1 - Manley hydraulic Jack #77598;  
 1 - Walker Rolle-Car mechanical jack;  
 1 - Champion spark-plug cleaner & tester;  
 1 - 30# G&B non-metered grease pak;  
 1 - 30# " metered grease pak.

A. R. Adams

Florence G. Adams

Union Oil Company of California

Union Oil Company of California

By R. F. Niven  
 Asst. Secy.

Dated March 15, 1946.

Filed for record this 24th day of May, 1946, at 3-00 p.m., by K. Neyland.

Mable J. Jones  
 Skamania County Auditor

# 35550

James Borin et ux to G. A. Bloomquist

AGREEMENT

For a valuable consideration heretofore paid, JAMES BORIN and VERA M. BORIN, husband and wife, Parties of the First Part, hereby sell, assign and set over unto G. A. BLOOMQUIST, Party of the Second Part, all timber of sufficient quality that the same may be used by being manufactured into lumber situated upon the following described real property in Skamania County, Washington, to-wit:

The East Half of Section 10, the Southwest quarter of Section 3, the Southeast quarter of the Southeast quarter and the North half of the Southeast quarter and the South half of the Northeast quarter of Section 4, all being in Township 2 North, Range 5 East of the W. lamette Meridian.

It is understood that all of said merchantable timber suitable for said purpose shall be removed from said real property within a period of two years from date hereof, provided that should said Party of the Second Part be prevented by causes beyond his control from removing said lumber or logs within said period Party of the Second Part may have an extension of said time upon written application therefor, said application to be submitted prior to the expiration of said two year period. Said extension shall be for such reasonable period or periods as may be required to remove the same.

It is understood that Parties of the First Part are reserving unto themselves all cedar upon said real property and all logs or wood not utilizable for the manufacture of lumber and other wood products other than for wood.

Parties of the First Part hereby give and grant to Party of the Second Part the right to construct, maintain and use roads upon the hereinbefore described property and the following described property situated in said County, Township and Range, to-wit:

Sections 6 and 8, the Southeast quarter of Section 5 and the East half of the East half and the Southwest quarter of the Northeast quarter of said Section.

Said lease, grant or easement shall run for a period of ten years from date hereof. Said Party of the Second Part may not only utilize roads already upon said real property but may construct such new or additional roads thereon as said Party of the Second Part may deem necessary or advisable. Party of the Second Part may use dirt, rocks or other materials upon said real property necessary for the construction or maintenance of said roads; that he may utilize said roads for the purpose of transporting timber owned by him