

Book "3" of Agreements & Leases

STATE OF WASHINGTON }
COUNTY OF CLARK } ss.

I, Herman Estes, A Notary Public in and for the said State, do hereby certify that on this day, personally appeared before me WALTER P. KETCHMARK and KATHERINE KETCHMARK, husband and wife, to me known to be the individuals described in and who executed the within 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12 day of July, 1947.

(Notarial Seal Affixed)

Herman Estes
Notary Public for Washington,
residing at Camas, therein.

Filed for record November 6, 1947 at 3-04 p. . by Walter P. Ketchmark.

J. C. Waack
Skamania County Auditor

#37494

Frank Hunsaker et ux to The Texas Company

MEMORANDUM OF LEASE

THIS INDENTURE, dated the 17th day of December, 1947, by and between FRANK HUNSAKER and MARY F. HUNSAKER, his wife White Salmon, Washington (Lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at 929 South Broadway, Los Angeles, California (Lessee)

WITNESSETH:

That for the term and upon the terms and conditions set forth in that certain written service station lease bearing date December 17, 1947, from Lessor to Lessee, the Lessor has leased, and does hereby lease 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 Fifteen (15), Block Eight (8), Riverview Addition to the City of Stevenson, Washington; thence North a distance of sixty feet (60') to a point; thence East a distance of ninety feet (90') to the West line of Columbia Street; thence South along the West line of Columbia Street sixty feet (60') to the intersection of the West line of Columbia Street with the North line of U. S. Highway 830; thence West along the North line of U. S. Highway 830 a distance of ninety feet (90') to the point of beginning. Same being the southerly sixty feet (60') of Lots Fifteen (15) and Sixteen (16), Block Eight (8), Riverview Addition to the City of Stevenson, Skamania County, Washington.

Together with all appurtenances thereto, and all right, title and interest of Lessor in and to any and all roads, streets and ways bounding said premises.

It is understood that the service station lease above referred to constitutes the complete agreement of lease between Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto subscribed their names the day and year first above written.

WITNESS: _____

Frank Hunsaker
Frank Hunsaker

Mary F. Hunsaker
Mary F. Hunsaker
Lessor (SEAL)

THE TEXAS COMPANY (Lessee)

Attest: E. B. Liles
E. B. Liles Assistant Secretary

By Torrey H. Webb
Torrey H. Webb Vice President

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

On this day personally appeared before me FRANK HUNSAKER and MARY F. HUNSAKER, his wife, to me known to be the individual 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.

Book "3" of Agreements & Leases

GIVEN under my hand and official seal this 17 day of Dec., 1947.

(Notarial Seal Affixed)

C. H. Estes
NOTARY PUBLIC in and for the State of Washington,
residing at White Salmon, Wash.

STATE OF CALIFORNIA,
County of Los Angeles

SS.

On this 9th day of January, A. D. 1948, before me, L. J. Deffenbaugh a Notary Public in and for said County and State, personally appeared Torrey H. Webb, known to me to be the Vice President, and E. B. Liles, known to me to be Asst. Secretary of 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)

L. J. Deffenbaugh
Notary Public in and for said County and State.
My Commission Expires Feb. 17, 1950

Approved as to: Terms AW Description illegible Form C.L.M. Jr.

Filed for record February 2, 1948 at 9-30 a.m. by R. K. Malone.

Skamania County Auditor

#37534

Spokane, Portland and Seattle Railway Co. to R. W. O'Neal et al

INDEFINITE TERM LEASE

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, party of the first part, hereinafter called Railway Company, in consideration of the rents to be paid and covenants to be performed by R. W. O'NEIL and H. A. MUNDINGER, partners doing business as STEVENSON CEMENT PRODUCTS party of the second part, hereinafter called Lessee, leases to the lessee the following premises, at or near Stevenson station in the county of Skamania and state of Washington to-wit:

An irregular tract of ground situate upon the Southeasterly portion of Railway Company's station grounds at Stevenson station, described as follows:

Beginning at a point in the Northerly boundary line of Cascade Street, said point being 130 feet Easterly from the Easterly boundary line of Russell Street; thence Northwesterly at right angles to said Northerly boundary line of Cascade street a distance of 26.0 feet; thence Northeasterly a distance of 150.2 feet to a point that is 3.5 feet Southeasterly from and at right angles to the center line of most Southeasterly track; thence Southeasterly a distance of 33.3 feet more or less to a point in said Northerly boundary of Cascade Street; thence Southwesterly along said Northerly boundary of Cascade Street a distance of 150 feet to point of beginning - - - - - said described tract of ground more particularly indicated in red outline on white print map hereto attached and made a part hereof.

TO HAVE AND TO HOLD subject to the provisions following and until this lease is terminated as hereinafter provided:

1. As annual rental the lessee shall pay the sum of Fifteen and No/100 (\$15.00) dollars, payable annually in advance together with all taxes levied against the premises during the term.
2. No other railroad or transportation company, or person engaged in transportation, shall be allowed to use any track now or hereafter upon or extending to the premises without permission in writing of the Railway Company.
3. In case of non-payment of rental or taxes the same shall, until paid, constitute a lien upon any building or other property owned by the lessee located upon the premises, and the lien may be foreclosed according to law.
4. The lessee will paint and keep painted, with the standard color of paint adopted by the Railway Company for its station buildings, any building upon the premises.