

Book 3 of Agreements and Leases

#39972

Standard Oil Co. of Calif. to Fritz W. Tietz et ux

SS7597 CD

Fritz W. Tietz

San Francisco, California

Mrs. Velma I. Tietz

Date September 1, 1949

Washougal, Washington

Dear Sir and Madam:

Please refer to the following agreement(s) as now operative between us:

Lease dated June 15, 1945

Sublease dated - - - -

Dealer Agreement dated - - - -

Petroleum Products and Equipment agreement dated - - - -

The leased real property or premises, as the case may be, referred to in said agreement(s) (is) (are) located at Route 2, City of Washougal, County of Skamania, State of Washington, more particularly described as follows:

All that parcel of Land described as follows: Beginning at a point which is an iron pipe in the center line of a 30 foot road, said pipe being 198.4 feet south and 159 feet west of the section corner common to Sections 31 and 32, Township 2 North, Range 5 East and Sections 5 and 6, Township 1 North, Range 5 East of W. M.; thence South 2 Degrees East 351.9 feet to an iron pipe on the River Bank; thence following the meanderings of Washougal River North 31 degrees 22' West 344 feet to a point; thence North 42 degrees 05' West 192 feet to a point; thence North 51 degrees 25' West 106.1 feet to a point; thence North 64 degrees 59' West 174 feet to a point; thence South 67 degrees 54' West 160.1 feet to a point in the center line of the bridge over the Washougal River; thence following the center line of the Highway North 8 degrees 31' East 137.8 feet to a point in the road intersection; thence following the Centerline of the County Road North 48 degrees 05' East 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the Centerline of said 30 foot road South 66 degrees 24' East 132.1 feet to a point; thence South 40 degrees 41' East 171.7 feet to a point; thence South 5 degrees 17' East 200.2 feet to a point; thence South 34 degrees 42' East 216.4 feet to the place of beginning, containing 5.15 acres, Skamania County, Washington. Which Tract above described includes a certain Tract of land heretofore conveyed by deed of record in Book "B", page 185. Records of Deeds of Skamania County, Washington. The said 30 foot Road herein described is to be held and used for road purposes for the Common use of the property herein described and adjacent thereto.

It is hereby mutually agreed to terminate said agreement(s) together with each and all respective rights, obligations, and liabilities of said parties thereunder, effective as of September 30, 1949 -

Please signify your agreement to the foregoing by signing in the space provided below.

(Corporate seal affixed)

Yours truly,

AGREE TO:

STANDARD OIL COMPANY OF CALIFORNIA,

Fritz W. Tietz
Fritz W. TietzBy W. G. Watson
Attorney in FactVelma I. Tietz
Velma I. TietzState of California)
City and County of San Francisco) ss

On this 29th day of SEPTEMBER, 1949, before me personally appeared W. G. Watson, to me personally known, who by me being duly sworn did say that he is attorney in fact of Standard Oil Company of California, duly appointed under Power of Attorney dated the 6th day of January, 1942, which said Power of Attorney is now in full force and effect, and that the foregoing instrument was executed in the name and behalf of said Standard Oil Company of California by said W. G. Watson as its attorney in fact, and said W. G. Watson acknowledged said instrument to be the free act and deed of Standard Oil Company of California

(Notarial seal affixed)

(Other Than Hono)

Chalmer Munday
Notary Public in and for the City and County of
San Francisco, State of California
My commission expires
MY COMMISSION EXPIRES OCTOBER 29, 1949

Book 3 of Agreements and Leases

STATE OF WASHINGTON,

County of Clark

SS.

BE IT REMEMBERED, that on this 26th day of Aug. A.D. 1949 before me, the undersigned, for a Notary Public in and said County and State, personally appeared the within named Fritz W. Tietz and Velma A. Teitz who --- known to me to be the identical individuals described in and who executed the within instrument, and acknowledged/that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

G. R. Fray
Notary Public for Washington.
Residing at Washougal

Filed for record October 14, 1949 at 10-45 a.m. by Standard Oil Co. of California

John C. ...
Skamania County Auditor

#39979

Donald A. Brown to Gene Phillips

LEASE

This lease, made and executed between Donald A. Brown, of North Bonneville, Washington, of the first part, and Mr. Gene Phillips, of North Bonneville, Washington, of the second part.

WITNESSETH: That in consideration of the rents and other covenants hereinafter expressed, the first party demises and leases, and does hereby demise and lease to the second party the following described parcel of ground.

Beginning at a point approximately one hundred (100) feet West of the Southeast corner of the Brown Tract, on the North line of State road number eight (#8), which line is also the south border of the Brown Tract, thence running Westward approximately sixty-eight feet and six inches (68' 6"), to the established road which shall be used as a private entry to the Tract, thence following said road Northward approximately seventy-eight (78') feet, thence Eastward approximately fifty-seven feet and six inches (57' 6"), thence Southward to the point of beginning, situated in the Brown Tract, a part of the old Chenoweth donation and claim, beginning at a point in the North line of State road number eight (#8), three hundred and twenty (320') feet West of Section line between Sections numbered twenty-one (21) and numbered twenty-two (22) township tw. (2) North Range seven (7) East W. M. in Skamania County, Washington.

With the privilege thereto, for and during the term of twenty-five (25) years from the 7th day of August 1949 to the 7th day of August 1974, with the further privilege of a twenty-five year extension, which extension of time shall be optional with the second party. It is likewise agreed that should the Tract be later platted and sold into lots, the second party is granted the first option to purchase said holdings as per the above lease description on the land value of the property at that time.

On the 7th day of August 1949, and then on the 7th day of every following month the second party shall pay or cause to be paid to Donald A. Brown the monthly rental of eleven (\$11) dollars during the term of this lease.

It is understood that the use of said ground by the second party is for the purpose of an electric shop or other legitimate business, and he agrees to keep the tract free from debris and also to comply with sanitary laws and requirements demanded by the commonwealth, and to the best of his ability to permit no undue traffic in lewd practices or intoxicating liquor.