

#40162

Standard Oil Co. to Ralph W. Gillette et al

SS 4579

Mr. Ralph W. Gillette

San Francisco, California

Mrs. May Gillette

Date August 11, 1949

Mr. Norman W. Senter

Mrs. Giltress I. Senter
North Bonneville, Washington

Gentlemen and Mesdames

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

Lease dated

January 27, 1942

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 City of North Bonneville, County of Skamania State of Washington, more particularly described as follows:

The South third-eight/(38') of lots 5, 34, and 35, Tenders addition North Bonneville, Washington.

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.

Yours truly,

STANDARD OIL COMPANY OF CALIFORNIA

AGREED TO:

By W. L. Green

ATTORNEY IN FACT

Ralph M. Gillette Norman W. Senter

Ralph M. Gillette Mr. Norman W. Senter

May Gillette Giltress I. Senter

May Gillette Mrs. Giltress I. Senter

State of California

City and County of San Francisco

} ss

On this 27th day of OCTOBER, 1949, before me personally appeared W. L. Green 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 20th day of August, 1947, 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. L. Green as its attorney in fact, and said W. L. Green acknowledged said instrument to be the free act and deed of Standard Oil Company of California.

(Notarial seal affixed)

Chalmer Munray
Notary Public in and for the City and County
of San Francisco, State of California
My Commission Expires Oct. 29, 1949.
My commission expires _____

STATE OF WASHINGTON,

County of Skamania

} ss.

BE IT REMEMBERED, that on the 30th day of Sept A. D. 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ralph M. Gillette, May Gillette, Norman W. Senter and Giltress Senter who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me 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)

Dana K. Corner
Notary Public for Washington.
Residing at W. Bonnevill Wn.

Filed for record November 28, 1949 at 10-30 a.m. by Standard Oil Co.

John W. Wachter
Skamania County Auditor

#40170

Harbor Plywood Corporation to Ben B. Cheney Timber Co.

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of October, 1949, by and between HARBOR PLYWOOD CORPORATION, Hoquiam, Washington, a Delaware corporation, hereinafter called "Harbor", and BEN B. CHENEY TIMBER COMPANY, Tacoma, Washington, a Washington corporation, hereinafter called "Cheney",

W I T N E S S E T H

WHEREAS Harbor has the right to cut and remove certain timber and forest products, including those situated on Township 7, North, Range 5 E., W.M. and Township 7 North, Range 6 E., W.M., all in Skamania County, Washington, and

WHEREAS Harbor is in the process of constructing certain dams in said areas which will necessitate the removal of the timber thereon, and

WHEREAS Cheney has certain facilities for processing said timber and forest products and disposing of the same whereby forest products of a size and nature substantially below the ordinary commercial standards of the lumber and logging industry can be utilized, which ability on the part of Cheney is one of the inducing causes to Harbor for making this agreement, now, therefore

IT IS AGREED AS FOLLOWS:

1. Forest Products Sold. Subject to the provisions hereinafter stated, Harbor agrees to sell, and Cheney agrees to buy, all of the useable forest products located on that portion of the main truck road right-of-way which Harbor has located and surveyed over the above-described property, which area has been inspected and agreed upon between the parties hereto and which lies between a point approximately at engineer's station 1097+00 and at a point approximately at engineer's station 1477+00. It is understood that the width of the right-of-way covered herein will vary at different points and Cheney agrees to be bound in its operations to the specific designations as to width which shall be made by Harbor.

2. Exceptions from area. It is understood that there are certain specific locations along the above-mentioned right-of-way where Harbor's right to remove forest materials may not have been perfected at the time Cheney's operations shall reach said point, and any of such portions may be withdrawn by Harbor from the terms of this agreement upon notice to Cheney.

3. Order of clearing. It is understood that Cheney may operate at more than one location upon said right-of-way but that generally, work shall commence at the western end of said right-of-way and progress generally toward the eastern end.

4. Time of Performance. Cheney shall, within two weeks from the date hereof, commence operations hereunder, and shall complete removal of all the forest products covered by this agreement not later than December 31, 1950; removal of forest products from not less than one-half of the mileage of said right-of-way shall be completed by May 1, 1950.

5. Manner of removal of forest products. Cheney agrees that in the removal of forest materials from the area covered by this contract, it will comply with all applicable government laws and regulations now in existence or hereafter promulgated, and shall also, in its removal of the forest products under this agreement, leave the areas in the condition most