

15383

Standard Oil Co. of California to Willard Service Station

## ADVERTISING AND FACILITIES LEASE--FORM B-1

THIS AGREEMENT, dated the....16...day of October..., 1928, by and between.....  
Willard Service Station,...., hereinafter called the Lessor, and STANDARD OIL COMPANY OF  
CALIFORNIA, a Corporation, hereinafter called the Lessee,

## WITNESSETH:

1. The Lessor Leases to the Lessee for a period commencing on the 1st day of November,  
1928, and ending on the 14th day of June, 1933, and thereafter until cancelled by  
ninety (90) days' written notice from either party to the other of its intention to  
terminate the lease:

(a) The exclusive right, except as waived by the Lessee in writing, to paint, main-  
tain, and otherwise use, for advertising the name of the Lessee and its products, all sur-  
faces of all buildings, fences, and other structures which are now or which may hereafter  
be used for advertising petroleum products on the premises hereinafter described, or on  
property controlled by the Lessor adjacent thereto or in the vicinity thereof.

(b) The exclusive right to the use of the subsurface of said property (including any  
premises adjacent thereto or in the vicinity thereof controlled by Lessor) for the storage  
of gasoline or other motor fuel.

(c) The exclusive right to the use of tankage, pumps, containers, pipes and other  
facilities now on said premises, or which may be hereafter constructed thereon, for the  
storage, delivery and sale of petroleum products.

(d) The exclusive right to the use of the surface of said property for storage  
containers for petroleum products, either affixed to the land or movable, insofar as may be  
permitted by the laws of the State, the ordinances of municipalities and rules and regu-  
lations of governmental officers.

2. Said lease shall be on the following terms:

(a) In the event that the Lessor holds the property under lease, then this lease  
up to the expiration of the term hereof, shall continue during any renewals or extensions  
thereof, and during the life of any lease which may be substituted therefor.

(b) The Lessee agrees to use the property herein leased for the sale of gasoline  
and other motor fuels and to diligently promote such sale, and the Lessee agrees to pay  
to the Lessor on the 15th day of each and every month, as rental, a sum equivalent to one  
cent (1¢) a gallon for each gallon of gasoline sold from said premises during the preceding  
calendar month, but not less than \$11.00...monthly during the term of this lease.

(c) In the event that the Lessor holds said premises under lease from a third party  
and the Lessor shall fail to pay any rentals reserved in such lease, or to perform any of  
the obligations on his part to be performed thereunder as and when the same shall fall  
due, then and in that event the Lessee hereunder may, at its option, pay said rentals  
reserved under said lease and/or perform such obligations and reimburse itself out of  
the rentals due to the Lessor herein.

(d) The Lessee shall have the exclusive right to erect, install and maintain on  
said premises such additional appliances, tanks, pumps, containers, pipes and other  
facilities and such additional underground tanks, pipes and other equipment as may from  
time to time be necessary or desirable in carrying on the business of storing, delivering  
and selling petroleum products and to alter or remove such additional installations or any  
part thereof at any time during the term hereof or within thirty (30) days after the  
expiration or other termination of this lease.

(e) In the event it shall become unlawful to sell, store or handle any gasoline  
on the property hereinafter described, then this lease shall terminate and the parties  
hereto shall be relieved from all further obligations hereunder.

(f) In the event that either party shall fail to perform any of the provisions  
of this lease and said default shall continue after ten (10) days' written notice from  
the party not in default, then this lease may be terminated at the option of the party  
not in default.

(g) The premises herein referred to are situated in the City of Willard...,  
County of Skamania, State of Washington..., and are more particularly described as  
follows:

ENE1, Section 2, Twp. 3, Range 9, Stevenson, Wash., Skamania County.

STATE OF WASHINGTON )  
County of Klickitat ) ss.

On this 16th, day of October..., 1928..., before me appeared A. T. Fraley  
to me personally known, who being duly sworn, did say that he, the said A. T. Fraley,  
is the.....Secretary of Broughton Lumber Co., doing business under name of Willard Service  
Station 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...A. T.  
Fraley.....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.

C. J. Rylander

Notary Public in and for said County and  
State.

(Notarial Seal)

Residing at Bingen.....



(h) The Lessee has appointed or is about to appoint the Lessor the Agent of the Lessee for the distribution of petroleum products of the Lessee; in the event of the termination of said agency for any reason whatsoever, this lease shall at Lessee's option also terminate and the parties hereto thereupon shall be relieved of any further obligations hereunder; such option shall be exercised by the Lessee in writing within five (5) days after the termination of the Agency Agreement and Lessee shall thereupon have the right to forthwith remove any property placed by it upon the within described premises.

WITNESSES:

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. Muncy  
Willard Service Station  
Broughton Lumber Co., (SEAL)  
By A. F. Fraley, Sec.

THE UNDERSIGNED, owner of the above described property, hereby consents to the foregoing:

WITNESSES:

Filed by Standard Oil Company of Calif. of Portland, Oregon at 2:00 P.M. Jan. 4, 1929.

A. C. Chas.  
 Auditor.

----- 15385 -----  
 Ed Canoose, et ux to Cook & Main.

THIS INDENTURE OF LEASE, Made and entered into this 15th day of December 1928 by and between Ed Canoose and Mary Canoose his wife parties of the first part, and E. M. Cook and W. W. Main, parties of the second part, witnesseth;

That the parties of the first part for and in consideration of the rentals to be paid as hereinafter provided, do hereby lease and let unto the parties of the second part the following described premises in the town of Stevenson, Skamania County, Washington, to-wit;

All that store building situate at the southeast corner of Russel Avenue and Second Street in the Town of Stevenson; also all the store room or building adjoining the above to the south thereof fronting upon Russel Avenue, excepting the front 43 feet thereof, which is reserved by the Lessors; also a space of 18 by 24 feet in the basement under the building to the rear and east of the above mentioned store building.

To Have and to Hold the same unto the said parties of the second part for the term of five years, from the 15th day of December 1928.

And the parties of the first part promise and agree to pay as rental therefor the sum of fifty five dollars (\$55.00) per month, payable on the 15th day of each month commencing January 15th 1929.

In case the parties of the second part pay the said rentals at the time and in the manner above provided, they shall and may have the quiet and peaceable possession of said premises during the term aforesaid, but in case of default in the payment of said rentals as above provided the parties of the first part may terminate this lease and eject the said parties of the second part, or any person holding under them from said premises.

The parties of the second part promise and agree that they will not commit waste upon said premises; or permit the same to be committed, and at the end of the said term will quit and surrender the same to the parties of the first part in as good condition as they are received, ordinary use and wear excepted and acts of God or the elements also excepted. It is understood and agreed, however, that all changes, repairs or alterations within the interior of said buildings made for the use or convenience of the said parties of the second part in the conduct of their business shall be done at their own expense, but that all structural changes, repairs or alterations and all repairs to the exterior of said buildings shall be made by the parties of the first part, and that said first parties shall keep said building in good structural condition during the term of this lease.

The parties of the first part covenant and agree in consideration of the premises that the parties of the second part shall have the option to lease said premises after the