

15403
STANDARD OIL CO. to Nell Underwood, et al.
ADVERTISING AND FACILITIES LEASE--Form B-1.

THIS AGREEMENT, dated the 10th day of October, 1928, by and between..Nell Underwood,.....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, maintain, and otherwise use, for advertising the name of the Lessee and its products, all surfaces 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 regulations 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 \$5.00 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 Home Valley, County of Skamania, State of Washington, and are more particularly described as follows:

Lots 7, 8, 9, 10 and 11, Sections 27 and 34, Township 3, Range 8.

(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.

3. The Lessee shall have the right at its option to extend this agreement for a period commencing on the expiration of this agreement and ending on the 30th day of June, 1933, at a rental of One Cent (1¢) per gallon for each gallon of gasoline sold from said premises during the preceding calendar month, but not less than \$5.00 monthly and otherwise on the same terms and conditions herein provided, by giving the Lessor notice in writing at any time prior to....May 14th, 1933, of its intention to extend this lease.

WITNESSES:

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. Muncy

By

Nell Underwood

Thos Underwood

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

WITNESSES:

R. M. Wright

Nell Underwood

Thos Underwood

STATE OF WASHINGTON,

SS.

County of Skamania. BE IT REMEMBERED, that on this tenth day of October, 1928, before me, the undersigned Notary Public in and for the said County and State, personally appeared the within named Nell Underwood and Thos. Underwood 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)

R. M. Wright
Notary Public for the State of
Washington, residing at Stevenson.

Filed for record by Standard Oil Co., of City at 11:45 A.M. Jan. 12, 1929.

H. C. Harris
Auditor.

15404
Standard Oil Co. to
McKeighan & Wachter Co.

ADVERTISING AND FACILITIES LEASE--FORM B-2

THIS AGREEMENT, dated the 9th day of October..., 1928, by and between.....
MCKEIGHAN & WACHTER, INC....., 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 March, 1930, and thereafter

until cancelled by ninety (90) days' written notice from either party to the other of its intention to terminate the lease:

(2) The exclusive right, except as waived by the Lessee in writing, to paint maintain, and otherwise use, for advertising the name of the Lessee and its products, all surfaces 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 regulations 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 \$40.00 monthly during the period ending March 14th, 1930, and one cent (1¢) per gallon, but not less than \$10.00 monthly thereafter 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 in default, then this lease may be terminated at the option of the party in default.

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

Lots 30 and 32, Block 6, and Lot 3, Block 9 in Stevenson Townsite;

(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.

3. The Lessee shall have the right at its option to extend this agreement for a period commencing on the expiration of this agreement and ending on the 30th day of June..., 1933,