

(SEAL)

Mabel J. Fossee  
Deputy Auditor, Skamania Co.

Filed by J. W. Southworth of Hood, River, Ore at 11:45 A.M. Jan. 15, 1929.

*E. C. Hankins*  
Auditor.

15428

Pearson Logging &amp; Timber Co., by Louis Pearson to E. C. Hankins

CONTRACT

THIS AGREEMENT made and entered into by and between PEARSON LOGGING & LUMBER COMPANY hereinafter called the first party, and E. C. Hankins, hereinafter called the second party: WITNESSETH:

It being understood the first party has contracted for the purchase of certain timber standing in sections 23 and 22 TS 3 N R 9 E of Willamette Meridian, County of Skamania, State of Washington and desires to have said timber as cut hauled to a place known as "Cook's landing" on the Columbia River, or any other safe and accessible landing on said river near to said timber; and it being further understood the second party desires to haul said timber for a consideration to be hereinafter set forth:

The second party hereby agrees to place himself and truck, or trucks, at the disposal of the first party, and hereby agrees to haul all the piling cut by the first party, and ordered by him to be hauled to said landing, (or any other landing on the Columbia River of the approximate and same convenient distance as "Cook's Landing") from a loading place to be designated by the first party adjacent or near to the junction of the State Highway with the present skid road running from said timber, or any other skid road to be established and maintained by the first party.

The first party agrees to pay the second party for said services one cent (1¢) per lineal foot; and \$2.00 per M on all other timber than piling, such as lumber, sawlogs, etc. in event the second party exercises his option to haul such other material as hereinafter provided; all sums due the second party to be paid by the first party immediately upon sale and collection by the first party of the monies to become due him from his customers.

The second party agrees to promptly haul all piling and other material ordered to be hauled, promptly and without delay during the period of this contract, and in event of sickness, accident or other causes beyond his control the second party agrees to place his truck or trucks at the disposal of the first party in order that no delay will ensue in the prompt hauling of material ready for marketing.

The first party agrees to furnish the second party with one man, whose wages are to be paid by the first party, for assistance in loading the truck or trucks of the second party.

In consideration of the promise and covenant of the second party to haul all piling and other material tendered for hauling by the first party the second party agrees to devote his exclusive time to said hauling and further agrees to do said hauling as long as the first party continues to cut and market timber upon the aforesaid sections of land; and the first party hereby grants unto the second party exclusive privilege of hauling such piling as may be cut and marketed thereon and therefrom; and the first party further agrees to provide the approximate amount of fifty (50) pieces of piling per day to be hauled by the second party.

The second party agrees to commence hauling operations within 48 hours of the time the first party first notifies him to commence and agrees to continue to haul as long as piling is tendered by the first party; and within 24 hours of the time the first party shall notify the second party that he has material other than piling to be hauled the second party shall notify the first party of his election to haul or not to haul timber other than piling, such

as sawlogs, ties, lumber, etc.; and in the event of his election to haul such other material he shall be bound by the terms and conditions of this contract to haul such other material in like manner as he now agrees to haul piling.

The second party agrees to maintain sufficient additional equipment, if necessary, for the prompt hauling of material to be hauled in order that the hauling may be done promptly and efficiently.

Both parties agree to co-operate one with the other to the end that the hauling may be done promptly and efficiently and it is understood and agreed that neither party is to be held responsible to the other in event operations become impossible due to storms, floods, or acts of God over which the parties, or either of them, have no control, and the first party is not to be held responsible in event unforeseen developments or lack of sales make cessation of logging operations unprofitable or impracticable.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on this 11th day of January 1929.

PEARSON LOGGING & LUMBER CO.  
By Louis Pearson.  
E. C. Hankins

Witness: H. E. Peterson

THIS AGREEMENT made and entered into by and between PEARSON LOGGING & LUMBER COMPANY hereinafter called the first party, and E. C. HANKINS, hereinafter called the second party; WITNESSETH:

THAT WHEREAS the abovenamed parties did enter into a certain agreement on the 11th day of January, 1929, wherein the party of the first part did give to the party of the second part the exclusive right to haul all timber on his holdings and future operations to Cook's Landing; and

WHEREAS, It is agreed between the parties hereto that the party of the first part has an option on timber land of approximately ninety million feet or more in the vicinity of the timber land mentioned in the aforesaid agreement, and that in the event the party of the first part or its successors or assigns secure the same, will give to the party of the second part, his successors or assigns, the exclusive right to the hauling of timber on the above mentioned ninety million feet or more of timber holdings.

The party of the first part agrees to furnish to the second part horses or machinery for the loading of said logs, which may be necessary so as to cause no delay of trucks.

It is understood and agreed between the parties hereto that so long as the logging and hauling operations herein mentioned are carried on successfully without delay, it is not necessary for the party of the second part to give his exclusive time thereto.

It is agreed between the parties hereto that in the event any further equipment is needed, a reasonable time will be allowed for rigging up same.

It is further agreed between the parties hereto that the party of the second part can commence hauling and logging operations within approximately ten (10) days from the date of this agreement.

The party of the first part agrees to give to the party of the second part a duplicate scale slip, to be furnished second party when timber is unloaded and scaled. No timber is to be moved without duplicate of scale given second party or his driver.

The first party agrees to pay the second party for said services one cent (1¢) per lineal foot; and \$2.00 per M. on all other timber than piling, such as lumber,



sawlogs, etc.; all sums due the second party to be paid by the first party immediately upon sale and delivery, or within ten (10) days of same,

It is further understood that the party of the first part is to construct and maintain all roads to and at landings off main highway.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on this 12th day of January 1929.

PEARSON LOGGING & TIMBER CO.

By Louis Pearson  
Party of the First Part

E. C. Hankins  
Party of the Second Part.

Witness:

H. E. Peterson

Filed by E. C. Hankins of Cooks, Washington at 4:30 P.M. Jan. 23, 1929.

H. C. Chesser  
Auditor.

Standard Oil Co., 15430 to Peter Swanson

ADVERTISING AND FACILITIES LEASE--Form B-1

THIS AGREEMENT, dated the 2d day of November, 1928, by and between.....

Peter Swanson, hereinafter called the Lessor, and STANDARD OIL COMPANY OF CALIFORNIA, a Corporation, hereinafter called the Lessee,

W I T N E S S E T H:

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:

P.S. (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,

W.L.M. (b) The exclusive right to the use of the subsurface of said property 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 \$30.00 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 Stevenson County of Skamania, State of Washington, and are more particularly described as follows: