

Union Oil Company to McPherson Store.

864

ADVERTISING AND FACILITIES LEASE, A.

THIS AGREEMENT dated this 23rd day of November 1928 by and between McPherson Store, Cape Horn, Washington, hereinafter called "Lessor", and UNION OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Lessee" WITNESSETH:

1. The Lessor leases to the Lessee for a period commencing on the 28th day of May, 1928 and ending on the 27th day of May 1931 and thereafter until cancelled by ninety (90) days written notice from either party to the other of its intention to terminate this lease:

(a) The exclusive right to paint and otherwise use for advertising the name of the lessee and its products and for displaying the Lessee's colors on the surface of all buildings and other structures which are now or may hereafter be used for advertising, storing or vending petroleum products on the premises hereinafter described or on property controlled by the Lessee adjacent thereto, and the exclusive right to place and maintain on said premises signs and advertising petroleum products.

(b) The exclusive right to the use of the surface and subsurface of said property for the storage of petroleum products.

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

2. Said Lease shall be on the following terms:

(a) In the event that the lessor holds the property under lease, then this lease shall not extend beyond the term of such lease and of any renewals or extensions thereof or lease substituted therefor.

(b) Said property shall be used for the storage and sale of gasoline and other petroleum products and the lessee agrees to pay to the lessor on the 10th day of each and every month as rental a sum equivalent to two (2) cents a gallon for each gallon of gasoline sold from said premises during the preceding calendar month, but not less than Five dollars 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, the Lessee hereunder may at his option pay said rentals reserved under said lease or perform such obligations and reimburse its self out of the rentals due or to become due to the lessor hereunder.

(d) The Lessee shall have the right to install and maintain above or under ground on said premises such additional tanks, pumps, containers, pipes and other facilities as it may deem desirable in the business of storing, delivering and selling petroleum products and to remove the same at any time during the term hereof or within thirty (30) days after the expiration of other termination of this lease.

(e) In the event that 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 other 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 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 Cape Horn, County of Skamania State of Washington and are more particularly described as follows: Section 11 township 1, Range 5, road district One-One and half (1 1/2) acres.

Building on northeast corner on east side of highway, Town of Cape Horn, Skamania County Washington.

3The lessee shall have the right, at its option, to extend this lease for a period commencing on the expiration hereof and extending on the 27th day of May, 1936 on the same terms and conditions and for the same rental hereinbefore provided by giving the lessor notice in writing at any time prior to April 27th, 1931 of its intention to extend this lease.

4. All lease agreements between the parties hereto with respect to the property above described entered into prior to the date hereof are hereby cancelled.

Witnesses:
John H. Gloor

McPherson Store
By Mrs D. McPherson
Union Oil Company of California
By W.S. Keely

Witness:
John H. Gloor

The undersigned owner of the above described hereby consents to the foregoing.

Mrs D. McPherson.

State of Wash. (ss
County of Clark

I, the undersigned notary public, duly commissioned and sworn, do hereby certify that on this 23rd day of Nov, 1928 personally appeared before me Mrs D. McPherson known to me to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her and free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of Nov, 1928

(Notarial Seal)

Roy H. Dobbs,
Notary Public in and for the State of Wash.
Residing at Camas. My commission expires
7/29/1932

Filed for record Feb, 27th, 1929, at 1:00 P.M.

H. C. C. Lessor
Auditor

15565
Central Pacific Lbr. Co. to Pearson Logging Co.

THIS AGREEMENT made and entered into on this 8th day of January 1929 by and between CENTRAL PACIFIC LUMBER COMPANY, an Oregon Corporation, hereinafter called the first party, and PEARSON LOGGING AND LUMBER COMPANY, hereinafter called the second party.

W I T N E S S E T H:-

That the first party, in consideration of the sums of money to be paid by the second party as set forth hereinafter, does hereby grant, bargain, sell and convey unto the second party the following approximate quantities of green timber,

8,000 pieces of Merchantable piling 80 ft. average length.

2,500,000 FBM of logs;

said timber being owned by the first party and located on the North 1/2 of the NW 1/4 of Section Twenty Three TS 3 N R 2 E of the Willamette Meridian, County of Skamania, State of Washington; and on the SE 1/4 or NE 1/4 of Section 22 thereof; and on the W 1/2 of E 1/2 section 22; and on the SW 1/4 of the NW 1/4 of Section 23; and the second party hereby agrees to purchase from the first party said quantities of timber to be paid for as sold by said second party at the following rate, i. e.