

## Agreement &amp; Leases - Book 4

#41795

Austin E. McCoy and Carson School District #30.

## RENTAL AGREEMENT

THIS AGREEMENT made and entered into this 14th day of November, 1950 by and between Austin E. McCoy, 1. D. A. McCoy Auto Company, having his principal place of business in Vancouver, Washington, hereinafter called the Lessor, and Carson School District #30, Slammia County, Carson, Washington, hereinafter called the Lessee, WITNESSETH:

That the Lessee and Lessor for the consideration hereinafter named agree as follows:

Under general conditions of this lease, the Lessor in consideration of the payment of the rentals hereinafter described as and when due, hereby leases to the Lessee, and the Lessee rents from the Lessor, the following described equipment, to-wit:

One New White School Bus Model WC20B, Serial 373965 Motor 130A-1737 equipped with Pacific Car & Foundry 58 passenger school bus body, and

One New White School Bus, Model WC18, Serial 381208, Motor No. 120A-21384 equipped with Superior 52 passenger school bus body.

This equipment is furnished F.O.B. Carson, Washington, as inspected with all necessary accessories and fittings peculiar to the equipment and it is leased by the lessor to the lessee for a term of one year and nine months commencing on the 14 day of November, 1950, with the guaranteed minimum rent 1 for the term payable in advance on the day said equipment is delivered to lessee by the Lessor of Five Thousand Dollars (\$5,000.00) and subsequent payments as follows:

January 15, 1951	- - - \$2028.92
May 15, 1951	1005.32
Aug. 15, 1951	3070.00
Aug. 15, 1952	4160.00

It is agreed that if the rental is paid for the entire period of said lease, then upon payment of the sum of One and no/100 Dollars (\$1.00) additional, the lessor will execute and deliver to the lessee a bill of sale for said busses.

It is agreed that the lessor will have nothing to do with the operation of the body or chassis, nor bear any of the expense or liabilities in connection therewith.

The lessee agrees to pay all taxes, licenses and other charges assessed or levied against said motor busses during the life of this lease.

The Lessee agrees at its own expense to keep said motor busses in good order and repair and state of up-keep, free and clear from any liens or encumbrances of any kind whatsoever.

It is further agreed that any loss, damage or injury to said motor busses shall be at the risk of the lessee during the life of this agreement.

It is agreed that the lessee during the life of this lease, shall keep said motor busses insured for the full insurable value thereof, loss payable to the lessor in case the same is destroyed by fire or damaged by collision, and the lessee agrees to hold and save the lessor harmless from any claim for damage of any kind whatsoever on account of the operation of said motor busses while in possession of the lessee.

Should the lessee become bankrupt or a receiver be appointed, the lessor may without notice terminate this agreement, take possession of the equipment without becoming liable for trespass, but otherwise said lessee shall always remain bound to pay rental for the full term of said lease.

The lessor and lessee for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be duly executed in triplicate the day and year first above written.



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LESSOR: MCCOY AUTO COMPANY

By E. C. Clow, Mgr.

LESSEE: Carson School District #30

By Evelyn O. Hutchings

Emil Zuroher

Otis Acker

ATTEST:

E. O. Pohrer

Filed for record November 21, 1950 at 10-05 a.m. by McCoy Auto Co.

*John C. Skramlia*  
Skramlia County Auditor

#41863

William Bauerle to Joe Crowe

AGREEMENT

TO SELL STANDING TIMBER

THIS AGREEMENT, made and entered into this 29th day of March 1950, by and between WILLIAM BAUERLE, herein termed the First Party and JOE CROWE, herein termed the Second Party:

WITNESSETH:

The First Party agrees and hereby does grant, bargain, sell, and conveys unto the Second Party, and the Second Party agrees and hereby does purchase from the First Party all the Merchantable Timber, growing on that certain tract of land described hereunder:

The Northwest quarter (¼) of Section (15), fifteen Township three (3) North Range ten (10) East Willamette Meridian, Except that portion of said Section 15, commencing at the Interior quarter Section corner in Section 15, thence North 49 rods, thence West 49 rods, thence South 49 rods, thence East 49 rods to the place of beginning, containing 15 acres, 2 more or less, in Skramlia County, state of Washington.

Said conveyance and sale of said timber is in consideration of the sum of \$5000.00 receipt of which said \$5000.00 is hereby acknowledged by the said First Party, William Bauerle

The purchaser shall cut the said timber and remove the same in accordance with good woodmanslike practices and in compliance with the laws of the State of Washington; said cutting and removal to be accomplished before the First day of April 1952. Time is of the essence of this agreement and everything after the time specified which remains on the land shall belong to the First Party. In the removal of the timber the Second party shall do so in such a manner as to cause as little injury to the young trees as is consistent with good logging practices, in the industry.

Due consideration shall be given by the Second Party to Water Courses and improvements upon the premises hereinabove described to insure that no damage shall be incurred thereto other than might result from normal prudent logging operations. The home shall be left free from hazards incident to the logging operation and the grounds preserved for the quiet enjoyment of occupants of the home, should there be any during the period of this agreement.

For the purpose of cutting down and removing the said timber the Second Party shall have full license to enter upon the said land and upon the usual roads and ways of ingress and egress over the lands of the first Party, with trucks, dozers and other logging equipment, which the second party shall deem necessary to sever and remove said Timber from the lands hereinabove described.

The Second Party agrees that without expense to the First Party, to use his men and equipment in the logging operations, and further to hold themselves in readiness to assist in extinguishing any fires which may arise in the general fire area herein concerned.

The First Party covenants that the title to the lands and timber are in him and that he will defend the rights of the Second Party to cut and remove the same to the extent herein specified.