No. 251-792
Defendant Exh. 4 Rec.
MURCHISON, Judge
Clerk

December 26, 1951

Mr. R. L. Kingsbury, Manager
Matson Navigation Company
327 S. W. Pine Street
Portland 4, Oregon

Dear Mr. Kingsbury:

Reference is made to your letter of August 31, 1951 wherein you advised that if The Commission of Public Docks would black-top the open area on the South half of Pier 2, Terminal 4 from the East end of the House to the East end of the Pier proper, you would be agreeable to leasing this from The Commission.

The black-topping of this area was completed and turned over to you on November 25 and in order to assist you in handling trucks, we black-topped an additional 65 feet at the platform on the South side of Pier 2.

A contract has been let for reposting and redecking the Apron on Houses 1 and 2 and this work is now about 50% completed and we will continue to progress this job as fast as water levels will permit.

We also constructed a steel gear locker for the use of your contracting stevedore so that his equipment could be removed from the warehouse proper and this gear locker was turned over to Pope & Talbot on December 15th.

According to your letter, you are agreeable to leasing the new black-topped area at a rental of two mills per month and a careful measurement of the area by our Engineering Department results in the following figures which are exclusive of the 65 feet of new paving at the back platform for which no charge will be made.

Total Black-topped area		70,492 sq.ft.
Less 22 foot roadway	16,676 sq.ft.	
Less space for lunchroom	640 sq.ft.	
	17,316 sq.ft.	17,316 sq.ft.
Net black-topped area		53,176 sq.ft.
Unuseable planked area included in your original lease		2,783 sq.ft.
Total useable area		50,393 sq.ft.

In your original lease, you were actually paying for 2,420 sq.ft. of roadway which comprised the area from the East end of the open area ahead,

to the East end of the warehouse. This 2,420 sq.ft. is now included in the deductable 16,676 sq.ft. of roadway which we feel you are entitled to. We believe that in the 50,393 sq.ft. of usable area, some little allowance should be made as parking space for your Pier Superintendent and we are, therefore, billing you for a net of 50,000 sq.ft. at ten mills per month as of December 1, 1951 and it is our understanding that you are agreeable to accepting this letter as confirmation and that no changes in the present lease will be required.

It is our intention to eventually repost the entire East end of the Pier, at least that portion under the rail tracks, and we intend to progress this work when water conditions permit, early in 1952.

If the arrangements as herein outlined are in accordance with your understanding, will you please so indicate by signing the attached copy of this letter and returning it to us for our files.

Yours very truly,

THE COMMISSION OF PUBLIC DOCKS

D. J. McCarthy
General Manager

DJM:mw
Encls.

bc: Mr. G.J. Ackerman
Mr. L.J. Moore
Mr. E.R. Schmid