

WEEK OF
5/19-21

ROLL 051981C
MARRIAGE APPLICATIONS
DAILY RECORDINGS
COMMISSIONERS, BOARD OF COUNTY
WEEK OF MAY 14-21

92458

Registered
Indexed, Dir. ☒
Indirect
Recorded ☒
Mailed

BOOK 6 PAGE 446

LEASE

THIS INDENTURE, Made this 14th day of April, 1981 between FRANCES THOMPSON and EDWARD EICHNER, single persons, hereinafter designated the lessor, and JACK F. MURRAY and PATRICIA J. MURRAY, husband and wife, hereinafter designated the lessee.

I.

WITNESSETH, That the said lessor does by these presents lease and demise unto the said lessee the following described real estate and premises, situate in the County of Skamania, and State of Washington, to-wit:

The West 45 feet of the North 260 feet of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 E.W.M., EXCEPT the East 180 feet thereof; AND EXCEPT the West 40 feet thereof,

with the appurtenances, for the term of 4 years and 364 days from the first day of May, 1981.

II.

The demised premises during the continuance of this lease shall be used and occupied for an auto repair business and for no other purpose or purposes without the written consent of lessor, and lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises. On the breach of any provision hereof by lessee, lessor may at its option terminate this lease forthwith and re-enter and repossess the demised premises.

III.

Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its business on the exterior walls of the demised premises. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the demised premises by the erection, existence, maintenance, or removal of such signs. At the end of the lease term or any renewal thereof, lessee shall remove the signs at its expense.

IV.

Lessee, at its own expense, shall maintain the demised premises and appurtenances thereto in good repair, and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear.

V.

Lessee shall neither commit nor permit waste of the demised premises and shall use with care, and shall not destroy or remove without the consent of lessor, any of the buildings, fences, or other fixtures and improvements on the premises at the beginning of or put on the premises by lessor during the term hereof.

VI.

Lessee shall not, during the term hereof, maintain, commit, or permit the maintenance or commission of any nuisance on the demised premises.

VII.

Lessee shall initiate, contract for, and obtain, in its name, all utility services required on the demised premises, including gas, electricity, telephone, water, and sewer connections and services, and lessee shall pay all charges for those services as they become due. If lessee fails to pay the charges, lessor may elect to pay them and the charges will then be added to the rental installment next due. Lessor may elect to forfeit or terminate this lease if lessee fails or refuses to pay the charge for utility services as assessed or incurred.

Lessor shall not be liable for any personal injury or property damage resulting from the negligent operation or faulty installation of utility services provided for use on the demised premises, nor shall lessor be liable for any injury or damage suffered by lessee as a result of the failure to make necessary repairs to the utility facilities.

Lessee shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the demised premises, resulting from the negligent or deliberate acts of lessee, or the agents or employees of lessee.

VIII.

Lessee shall pay and discharge when due, as part of the rental of the demised premises all state, municipal, and local taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name, nature, and kind, that are or may be during the term hereof or any renewal, beginning May 1, 1981, levied, assessed, imposed, or charged on the land or the premises hereby demised, or on the building and improvements now thereon or hereafter to be built or made thereon, and all which may be levied, assessed, imposed, or charged on or against the leasehold estate hereby created and on the reversionary estate in the demised premises during the term hereof or any renewal. The taxes, assessments, levies, and other charges, paid as specified herein by lessee, shall be paid in the name of lessor, and lessee shall pay the same as specified above whether such taxes and other charges become due and payable during the term hereof or any renewal, or subsequent to the expiration or sooner termination of the term hereof.

IX.

Lessee agrees to insure and keep insured the property of lessor covered by this lease, with insurance companies acceptable to lessor, and shall procure, pay for, and deliver to lessor the policies of insurance covering the following:

Lessee shall during the full term of this lease, at the expense of lessee, (1) insure the rent property and the fixtures and equipment belonging to lessee against loss or damage by fire, (2) carry public liability insurance in such amounts as lessor may from time to time request.

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X.

Lessee shall have the right, to be exercised as hereinafter provided, to renew the term of this lease for 10 successive periods of 4 years and 364 days each on the following terms and conditions:

(a) No default is existing or continuing in the performance of any of the terms of this lease.

(b) Each renewal term shall be on the same terms, covenants, and conditions as provided in this lease except that there shall be no privilege to renew the term of this lease for any period of time beyond the expiration of the 10th renewal term.

(c) With respect to the second and each subsequent renewal term, this lease shall have previously been renewed for the first and each immediately preceding renewal term, respectively.

Lessee shall exercise its right to a renewal in the following manner:

(a) At least two months prior to the expiration of the initial term, and at least two months prior to the expiration of any renewal term, lessee shall notify lessor in writing of its election to exercise the right to renew the term of this lease for the first or a subsequent renewal term, as the case may be.

(b) On the giving of such notice of election, this lease, subject to the terms of this provision, shall be deemed to be renewed and the term thereof renewed for a period of 4 years and 364 days from the date of expiration of the initial term or from the date of expiration of the renewal term during which such notice is given, as the case may be, without the execution of any further lease or instrument.

XI.

Lessee shall not sell or assign this lease or sublet the demised premises or any part thereof.

XII.

Any subsequent sale of the premises by lessor, except to lessee shall be subject to this lease and any renewals thereof.

XIII.

At the expiration of the term of this lease or any renewal thereof lessee will quit and surrender the said premises in as good state and condition as they now are, (ordinary wear and damage by the elements or fire excepted).

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

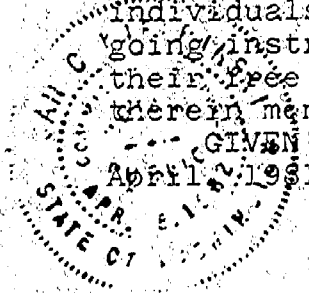
Edward A. Eichler
James Thompson
Paul Murray
Patricia J. Murray

WEEK OF
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STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me FRANCES THOMPSON and EDWARD EICHNER, single persons, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of April, 1981.

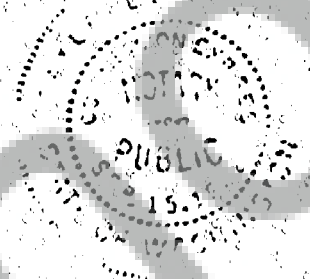


Frances Thompson
Notary Public in and for the
State of Washington, residing
at Stevenson.

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JACK F. MURRAY and PATRICIA J. MURRAY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of May, 1981.



Jack F. Murray
Notary Public in and for the
State of Washington, residing
at Stevenson.

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COMMISSIONERS, BOARD OF COUNTY
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STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS TRUE

Jan K. Ginski

OF *Stevenson, WA*

AT *4:12 PM 5/15/81*

WAS NOTED BY ME

OF *Stevenson* *446-449*

RECORDED IN SKAMANIA COUNTY WASH.

Doc McGeorge
AUDITOR

Bob Luck
DEPUTY