

LEASE AGREEMENT

THIS AGREEMENT made and entered into, this 26th day of September, 1985, by and between JOHN W. TOL as Executor of the Estate of LaRena Tol, hereinafter called "Lessor" and ARGUS BLACKWELL and LORETTA BLACKWELL, husband and wife, hereinafter called "Lessee", WITNESSETH:

The Lessor, for and in consideration of the stipulations, covenants and promises hereinafter contained, hereby leases unto the Lessee for the term of two (2) years beginning September 1, 1985, certain premises situated near the City of North Bonneville, Skamania County, Washington, particularly described as follows:

That portion of the G.W. Johnson D.L.C. in Sections 20 and 17, Township 2 North, Range 7 East, W.M. described as follows:

Beginning at the northwest corner of the said Johnson D.L.C.; thence south $17^{\circ}30'$ east 2,327.16 feet to a point on the north bank of Greenleaf Slough; thence north $76^{\circ}18'$ east 81 feet; thence north $80^{\circ}23'$ east 133 feet; thence north $84^{\circ}06'$ east 177 feet; thence north $77^{\circ}08'$ east 357 feet; thence north $71^{\circ}22'$ east 339 feet; thence east 220 feet; thence north 2,220 feet to the north line of the said Johnson D.L.C.; thence south 83° west 1,983 feet to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; and

That portion of the S.M. Hamilton D.L.C. in Section 20, Township 2 North, Range 7 East, W.M., lying southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines and northerly of the north line of Primary State Highway 8; EXCEPT that portion thereof lying southerly of the northerly shore of Greenleaf Slough; AND EXCEPT that portion thereof lying westerly of Hamilton Creek conveyed to Kenneth C. Cole and Louise M. Cole, husband and wife, by deed dated December 13, 1965, and recorded December 15, 1965, at page 158 of Book 55 of Deeds, under Auditor's File No. 66079, records of Skamania County, Washington.

To have and to hold for a term of two (2) years, commencing

the 1st day of September, 1985 and ending the 31st day of August, 1987. As total rental for said term Lessee agrees to pay to Lessor the sum of Six Thousand Dollars (\$6,000.00), payable in monthly installments of Two Hundred Fifty Dollars (\$250.00) each month, commencing the 1st day of September, 1985, and payable thereafter each succeeding month on or before the 1st day thereof during the term of this lease. Lessee shall maintain in as good condition and repair as the same was at the commencement of the term hereof, reasonable wear and tear excepted, the buildings and fences on the premises and the grounds which are the subject of this lease and shall maintain the septic and water systems now located on the premises including the well and the pump located therein. Lessee further agrees to insure that no diminution in the quality or quantity of the water on the premises occurs as a result of Lessee's occupancy of the premises.

The Lessee shall utilize and keep the farmlands on the premises in a good and farmerlike manner consistent with established good practices in the area. The Lessee shall have no more than three (3) horses on the premises at one time. Lessor reserves the right of access to the premises for purposes of inspection, repairs, alterations or improvements to supply services and to exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workman or contractors. Access shall be at reasonable times except in cases of emergency or abandonment. Lessor reserves for the purpose of location of a mobile home thereon that portion of the premises described as follows:

That portion of the G.W. Johnson D.L.C. known as the Carpenter Tract in Sections 20 and 17, Township 2 North, Range 7 East, W.M., described as the north 60 feet of the following described tract;

Beginning at the northeast corner of the presently

existing structure known as the milkhouse; thence due east to the east side of what is known as the turn-around road; thence along the east side of the turn-around road to an existing gate; thence south along the existing fenceline to a point where the fence turns toward the west; thence along said fenceline to a point due west of the point of beginning; thence due east of the point of beginning, all as shown on Exhibit "A" attached hereto and made a part hereof. TOGETHER WITH the right to use said turn-around road for purposes of ingress and egress, and together with the right to take water from the existing well on the leased premises for domestic purposes.

together with the right to hook on to water and septic facilities located in that area.

Lessee shall not sublet, sublease or in anyway attempt to transfer or assign this lease without obtaining the prior written consent of Lessor. The parties agree that an inspection has been made by Lessee and that there are presently no noxious weeds on the property.

Lessee agrees to be responsible for the eradication of any and all noxious weeds on the property during the term of this lease.

Lessee shall maintain in effect throughout the term of the lease policies of insurance as follows;

1) Personal injury liability insurance covering the premises and the appurtenances in the amount of Two Hundred Thousand Dollars (\$200,000.00) for injury to or the death of any one person and Five Hundred Thousand Dollars (\$500,000.00) for injury or death of any number of persons in any one occurrence, and;

2) Property damage liability insurance in the amount of One Hundred Thousand Dollars (\$100,000.00).

Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by

law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. Lessee shall hold Lessor harmless for any loss arising out of the use or destruction of the leased premises limited only by the above insurance.

John W. Tol
JOHN W. TOL, Lessor

Argus Blackwell

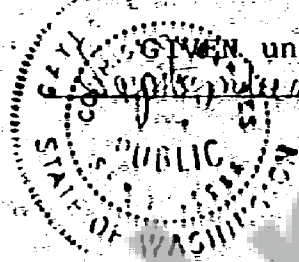
Loretta L. Blackwell

STATE OF WASHINGTON)

County of Skamania)

On this day personally appeared before me JOHN W. TOL, to me known to be the person described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of September, 1985.



Gayle S. Ferguson
Notary Public in and for
the State of Washington,
residing at

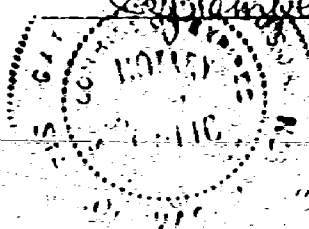
Stevenson

STATE OF WASHINGTON)

County of Skamania)

On this day personally appeared before me ARGUS BLACKWELL and LORETTA BLACKWELL, husband and wife, to me known to be the persons 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 26th day of September, 1985.



Gayle S. Ferguson
Notary Public in and for
the State of Washington,
residing at

Stevenson

ADDENDUM

1. The parties recognize that the Bonneville Power Administration has certain rights of ingress and egress across certain portions of the demised premises which may be terminated by lessor on the giving of ninety (90) days notice to the Bonneville Power Administration.

2. The parties agree that lessee shall not, without the prior written consent of lessor, grant any rights of way, or any other interest whatsoever, in or to the demised premises during the term of this agreement. Violation of this provision shall be a breach of the lease agreement and cause for immediate termination thereof.

DATED this 26th day of September, 1985.

Lessor:

John W. Tol
JOHN W. TOL, as Executor
of the Estate of LaRena Tol

Lessee:

Argus Blackwell
ARGUS BLACKWELL

Loretta L. Blackwell
LORETTA BLACKWELL

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me JOHN W. TOL, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of September, 1985.

Gayle L. Ferguson
Notary Public in and for
the State of Washington,
residing at Stevenson.

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me ARGUS BLACKWELL and LORETTA BLACKWELL, 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 26th day of September, 1985.

Gayle L. Ferguson
Notary Public in and for
the State of Washington,
residing at Stevenson.

Stevenson, Washington, 9-26-85

TO COUNTY AUDITOR DR.
Skamania County, Washington

FILING
RECORDING ☒

FILE NO.

100012

AMOUNT

5.00

Agree. & Lease

Liens

Mines

Deed

VOL 85 PAGE 111 QCD

Mortgage

Satisfactions

Misc.

Surveys

Plats

UCC

GARY L. WEST

To

GARY L. WEST & UX

J. McWhorter

COUNTY AUDITOR

By

J. D. [Signature]

DEPUTY

12515

UNABLE TO COMPLETE

RECORDING DUE TO

LACK OF TREASURER'S

EXCISE TAX. DOCUMENT

WILL BE RE-RECORDED

AND FILMED LATER

(SEE ROLL 85.41)