

#20292

Edward Skelly et ux to Donald W. Ross

Lease.

This Agreement made this 22nd day of January, 1935 between Edward Skelly and Lolo E. Skelly, his wife, as lessors, and Donald W. Ross, as lessee.

Witnesseth: 1. That for the term, at the rental, and upon the conditions, covenants, and agreements hereinafter expressed and subject thereto, the Lessor does hereby lease and demise to the Lessee, and the Lessee does hereby lease from the lessor, all that certain real property situated in the townsite of North Bonneville, County of Skamania, State of Washington, particularly described as follows:

North half of the west thirty (30) feet of lot eleven (11) and the North half of Lot twelve (12), in the townsite of North Bonneville;

Together with all buildings, improvements, and equipment thereon listed in Exhibit "A" attached hereto and hereby made a part hereof, receipt of all thereof in good condition being hereby acknowledged.

2. The term of this lease shall be for a period of one (1) year commencing on the 22nd day of January, 1935, and continuing thereafter until terminated by either party by giving to the other Thirty (30) days' written notice of desire and intent to terminate.

3. The lessee shall pay as rental for the said premises a sum equivalent to One Cent (1¢) per gallon on each gallon of third structure gasoline and one and one half cents (1½¢) per gallon each gallon of all other grades of gasoline purchased for sale on the herein demised premises. The lessee shall pay said rental to the lessor on the 10th day of each and every month of the said term, excepting the first month thereof the rental accruing during the preceding month.

4. In the event of any default of the Lessee in the compliance with any of the terms, conditions, covenants or agreements hereof on his part to be kept and performed, then the Lessor may without notice immediately terminate this lease and may re-enter the said premises and exclude all other persons therefrom. In case Lessor shall retain an attorney for the protection and enforcement of its rights and remedies hereunder, lessee agrees to reimburse lessor, upon demand, for reasonable attorney's fees and costs incurred in this connection.

5. The lessee shall, and hereby covenants and agrees, to at all times during the term hereof conduct and maintain on the demised premises an automobile supply or service station for the sale of gasoline, lubricating oil, greases, automobile tires, tubes, and accessories, and such other petroleum products commonly handled in connection with the conduct of such business; and said premises shall be used for no other purpose whatsoever. Lessee shall observe all the requirements of law or lawful ordinances or orders relating to the conduct of its business on said premises. Lessee shall maintain the demised premises open for business daily in accordance with the usual custom of maintaining and operating such a business in the territory wherein said premises are situate.

6. Lessee shall pay for all water, gas, heat and electric current used by him on the premises during the continuance of this lease, and shall promptly pay any and all license fees and/or other charges levied or assessed against any materials or property of the lessee located on the premises or in connection with the business maintained or conducted thereon.

7. The lessor shall pay any taxes which may during the period of this lease be levied or assessed on the personal property owned by the lessor situated on the demised premises, and all real property taxes, the lessee shall pay any taxes which may during the said term be levied or assessed on personal property and improvements situated on the said premises by the lessee.

8. Lessee shall handle exclusively on the demised premises gasoline and other motor fuel distributed and marketed by the Shell Oil Company in the territory wherein said premises are situated, unless the lessor's written consent is first obtained to handle other grades of gasoline.

9. The lessee shall, at his own cost and expense, make all necessary repairs to all equipment situated on the demised premises and all other personal property thereon owned by the lessee. The lessor shall, at its own cost and expense, make all necessary repairs to the buildings and replace all worn out equipment of parts thereof listed in Exhibit "A" attached hereto. The lessor shall do all necessary painting. Upon the termination of this agreement, lessee shall surrender the said premises and all other buildings, improvements and equipment demised to it hereunder to the lessor in as good condition as when received, reasonable use, wear and tear, and damage by the elements excepted; and lessee may remove any additional properties placed by him on the demised premises, provided this can be done without damage to the leased premises. Lessor shall be entitled at any time to enter upon and inspect the demised premises.

10. The lessee shall save and hold harmless the lessor from and against all claims and liability for death or injury to persons or damage to property occasioned by the negligence of the lessee, and occurring in or on or about the said premises during the continuation of this lease.

11. During the existence of this lease the lessor, its agents, employees, tenants, licensees and patrons shall have the right of ingress and egress over and across the herein demised premises to any adjoining premises owned by the lessor or held by others through the lessor, provided the exercise of said right of ingress and egress shall be at all times so as not to impede or in anywise interfere with the business of the lessee, conducted upon the herein demised premises.

12. Lessee shall not assign this lease nor any interest hereunder or sublet any of the demised premises without the written consent of the lessor first had and obtained.

13. Any notices provided for herein may be given by either party to the other by delivery in person or by registered mail addressed to the lessor at - 5216 N. E. 14th Place, Portland, Oregon, and to the lessee at North Bonneville, Washington.

In Witness Whereof parties hereto have caused this agreement to be executed the day and year first hereinabove written.

Edward Skelly  
Lola E. Skelly, Lessor  
Donald W. Ross, Lessee

#### Exhibit "A"

Inventory of tools and equipment referred to in Paragraph one (1) of that lease dated 22nd day of January, 1935, between Edward Skelly and Lola E. Skelly, his wife, as lessors, and Donald W. Ross, as lessee:

- 3 - 10 gallon gas metered pumps and hoses
- 3 - 550 gallon Underground tanks
- 1 - Air Compressor - complete with motor.
- 1 - Hydraulic Hoist
- 7 - 30 gallon lubebers
- 1 - air stand - complete with air hose
- 4 - 12' water hoses and faucets
- 1 - fire extinguisher
- 1 - electric tire vulcanizer
- 1 - Spark Plug tester
- 2 - restrooms - complete.

Edward Skelly  
Lola E. Skelly, Lessor  
Donald W. Ross, Lessee



STATE OF OREGON }  
COUNTY OF MULTNOMAH } ss

On this 22nd day of January, in the year nineteen hundred and thirty-five a. d., before me Undersigned, a notary public in and for said county and state, residing therein duly commissioned and sworn, personally appeared Edward Skelly and Lolo E. Skelly, his wife and Donald W. Ross personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunder set my hand and affixed my official seal in said county and day and year in this certificate first above written.

(notarial seal affixed)

E. W. Eggen  
Notary Public in and for Multnomah County,  
State of Oregon. My commission expires  
Nov. 8, 1935.

Filed for record January 23, 1935 at 3-05 p.m. by Grantors.

*Michael J. Fasse*  
Skamania Co. Clerk-Auditor.

#20434

Hattie L. Brown To Mr. J.H. Anderson.

This lease, made and executed between Hattie L. Brown; widow of North Bonneville, Washington of the first part and Mr. J.H. Anderson of North Bonneville, Washington of the second part.

Witnesseth: That in consideration of the rents and other covenants hereinafter expressed, the first party demises and leases and does hereby demise and lease, to the second party the following described parcel of ground.

A plot of ground fifty (50') feet East and West by Seventy Five (75') feet North and South known as lots numbered eighteen and nineteen (#18 & #19) in Block Number three (#3) as shown on the plat of Brown Court situated in the Brown Tract, a part of the old Chenoweth donation land Claim beginning at a point in the North Line of State Road number eight (#8), three hundred and twenty (320') feet West of Section Line between Sections numbered twenty-one (21) and Numbered twenty two (22), township two (2) North Range Seven (7) East, W.M. in Skamania County, Washington.

With the privilege thereto, for and during the term of five (5) years from the 1st day of Nov 1934 to the 31st day of October 1939. Three (\$3) Dollars, receipt of which is hereby acknowledged, is to cover rent for the ground from Nov. 1st to December 1st, 1934. On the first (1st) day of December and then on the 1st day of every following month, the second party shall pay or cause to be paid to C. H. Fisher (for the first party) the monthly rental of three (\$3.00) dollars during the term of this lease.

It is understood that the use of said ground, by the second party is for the sole purpose of residence and/or living quarters, And he agrees to keep tract free of debris and also to comply with sanitary laws and requirements demanded by the commonwealth, and the best of his or her ability to permit no, undue, traffice in lewd practices or intoxicating liquor.

The first party shall pay all taxes assessed against the ground value. The second party shall provide, and pay water taxes or assessments, And he shall pay the taxes assessed on the value of his improvements, The improvements may be moved off the ground at the expiration of this lease, providing lessee has faithfully fulfilled the covenants herein contained.