

Book 3 of Agreements and Leases

STATE OF WASHINGTON,

County of Clark

SS.

BE IT REMEMBERED, that on this 26th day of Aug. A.D. 1949 before me, the undersigned, for a Notary Public in and said County and State, personally appeared the within named Fritz W. Tietz and Velma A. Teitz who --- known to me to be the identical individuals described in and who executed the within instrument, and acknowledged/that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

G. R. Fray  
Notary Public for Washington.  
Residing at Washougal

Filed for record October 14, 1949 at 10-45 a.m. by Standard Oil Co. of California.

John C. ...  
Skamania County Auditor

#39979

Donald A. Brown to Gene Phillips

LEASE

This lease, made and executed between Donald A. Brown, of North Bonneville, Washington, of the first part, and Mr. Gene Phillips, 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.

Beginning at a point approximately one hundred (100) feet West of the Southeast corner of the Brown Tract, on the North line of State road number eight (#8), which line is also the south border of the Brown Tract, thence running Westward approximately sixty-eight feet and six inches (68' 6"), to the established road which shall be used as a private entry to the Tract, thence following said road Northward approximately seventy-eight (78') feet, thence Eastward approximately fifty-seven feet and six inches (57' 6"), thence Southward to the point of beginning, situated in the Brown Tract, a part of the old Chenoweth donation and 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 tw. (2) North Range seven (7) East W. M. in Skamania County, Washington.

With the privilege thereto, for and during the term of twenty-five (25) years from the 7th day of August 1949 to the 7th day of August 1974, with the further privilege of a twenty-five year extension, which extension of time shall be optional with the second party. It is likewise agreed that should the Tract be later platted and sold into lots, the second party is granted the first option to purchase said holdings as per the above lease description on the land value of the property at that time.

On the 7th day of August 1949, and then on the 7th day of every following month the second party shall pay or cause to be paid to Donald A. Brown the monthly rental of eleven (\$11) dollars during the term of this lease.

It is understood that the use of said ground by the second party is for the purpose of an electric shop or other legitimate business, and he agrees to keep the tract free from debris and also to comply with sanitary laws and requirements demanded by the commonwealth, and to the best of his ability to permit no undue traffic in lewd practices or intoxicating liquor.

## Book 3 of Agreements &amp; Leases

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. Fifteen additional days of grace are allowed in which to make said rental payments to the first party.

This lease may be sub-rented or transferred at any time upon proper notification to the first party on the same lease conditions and upon approval of the first party.

All the foregoing stipulations herein contained shall be mutually binding on administrators, heirs, and assigns of the parties hereto.

Witness:

Hattie L. Brown

State of Washington, )  
County of Skamania. ) SS.

Signed Donald A. Brown  
First Party.

Signed Gene Phillips  
Second Party.

I, Dena Corner, a Notary Public, do hereby certify that on this 8th day of October 1949, personally appeared before me Mr. Donald A. Brown, (single), of North Bonneville, Washington, and Mr. Gene Phillips, of North Bonneville, Washington; to me known to be the individuals described in and who executed the within instrument, and acknowledged that they and each of them were authorized to and did sign and seal 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 8th day of Oct, 1949.

(Notariul seal affixed)

Dena K. Corner  
Notary Public for the State of Washington,  
residing at North Bonneville, therein.

Filed for record October 17, 1949 at 2-00 p.m. by R. J. Salvesen.

*[Signature]*  
Skamania County Auditor

#40003

J. W. Smith to Dan M. Hunsaker

It is hereby agreed between the undersigned parties that the co-partnership consisting of J. A. Clark and J. W. Smith dba B. & J. Auto Service at Carson, Washington has been dissolved and the interest therein of said J. W. Smith has been conveyed and assigned to Dan M. Hunsaker of White Salmon, Washington who succeeds as such co-partner and that said J. W. Smith does hereby bargain, sell, convey, and set over all his interest in said co-partnership to the said Dan M. Hunsaker including his right title and interest in and to furniture fixtures and equipment and also in and to that certain lease executed by Chris Fletch and Burga Fletch to J. A. Clark and J. W. Smith dated April 19, 1947 and recorded at page 488 book 3 agreement of leases records of Skamania County Washington.

The consideration to be paid to the said J. W. Smith is the sum of \$800.00 payable as follows, \$500.00 upon delivery of these presents and the balance upon receipt of written consent of Berga Fletch to assignment of lease. If such consent is not obtained within 30 days from the date hereof the said J. W. Smith may at his option cancel this agreement upon return by him to the said Dan M. Hunsaker the sum of \$500.00 paid as aforesaid.

The said co-partnership shall continue under the same terms as heretofore except as to the substitution as co-partner of the said Dan M. Hunsaker the interest of each partner being an undivided one-half.

Dated, this 16th day of June, 1948.

J. W. Smith  
J. A. Clark  
Dan M. Hunsaker