

LEA S E

This agreement made this 1st day of August, 1958
by and between HERBERT R. THOMAS and FREDA THOMAS, husband and wife,
lessors, and RUDOLPH HEIL and MARY HEIL, husband and wife, lessees,

WITNESSETH:

That the said lessors do by these presents lease
and let unto the said lessees the following described property
located in Skamania County, State of Washington, to-wit:

Beginning at the intersection of the New Cape Horn Landing
Road with the North line of State Road No. 8, thence
following said North line of State Road No. 8, Westerly
to the East line of the Old Cape Horn Landing Road, thence
Northerly on said East line 200 feet; thence Easterly
parallel to the North line of said State Road No. 8 to
the West line of said New Cape Horn Road, thence Southerly
on said West line 200 feet, more or less, to said North
line of said State Road No. 8, being the point of beginning,
in the Southeast Quarter of the Northwest Quarter of
Section 10, Township 1 North of Range 5, East of the
Willamette Meridian;

with the appurtenances thereto and thereon for the term of two
years from and after such date as the transfer of the liquor license
and the approval of this contract by the Washington State Liquor
Control Board has been had. That in addition thereto the lessors
hereby give and grant to the lessees the exclusive option to
purchase said property and the business located thereon for the sum
of \$11,000.00 with the understanding that any payment on this lease
shall be applied upon the purchase price thereto the option must
be exercised during the term of this lease.

That the lessees will pay to the lessors the sum
of \$2,000.00 cash receipt of which is hereby acknowledged which is
payment in full for the inventory of all stock on hand and all
personal property owned by the said lessors exclusive of the property



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described in the Chimento contract and any balance remaining in said fund shall be applied upon this lease. That the leasees agree to pay to the lessors the sum of \$125.00 per month rental for the property and business known as the Cape Horn Lunch during the first full term of the lease, the first payment to be due and payable thirty days after the approval of this lease and the transfer of the liquor license and a like payment on the same date each month thereafter.

It is further agreed and understood that if any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained by the leasees it shall be lawful for the lessors to re-enter the said premises and to remove all persons therefrom and the leasees hereby promise and agree to pay the lessors said rent in the manner as hereinabove specified and the leasees agree not to lease or sublease the whole or any part of said property or premises or to assign this lease or any part thereof without having first obtained the written consent of the lessors and the leasees further agree that at the expiration of this lease that they will quit and surrender the said premises in as good condition and repair as they now are reasonable wear and tear, damage by the elements or fire excepted.

That the leasees further agrees to keep up the fire insurance on the buildings and personal property during the term of this lease and that they will continue and operate the ~~business~~ ~~plaintiff~~ upon said property in a careful, prudent and lawful manner and in accordance with all the rules and regulations of the

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Washington State Liquor Control Board and with the laws of the State of Washington and that upon the fulfilling the terms and conditions hereof shall quietly and peaceably hold possession of said property during the full term of this lease.

IN WITNESS WHEREOF we have hereunto set our hands and seals in triplicate this 14 day of August, 1958.

Herbert R. Thomas (SEAL)

Freda Thomas (SEAL)
Lessors

Rudolph Heil (SEAL)

Mary Heil (SEAL)
Lessees

STATE OF WASHINGTON)
COUNTY OF CLARK) SS.

On this day personally appeared before me HERBERT R. THOMAS and FREDA THOMAS, husband and wife, and RUDOLPH HEIL and MARY HEIL, 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 14 day of August, 1958.

Robert Garver
Notary Public for State of Washington
Residing at Camas, Washington