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SUB-LEASE

THIS INDENTURE OF SUBLEASE made and entered into this 1st day of July, 1962, by and between AUGUST ROGERS, Party of the First Part, hereinafter called "Lessor", and CARL ARNOLD of Stevenson, Washington, Party of the Second Part, hereinafter called "Lessee",

WITNESSETH:

WHEREAS, heretofore August Rogers has made and entered into a certain indenture ~~lease~~ with Louis M. Joseph covering certain premises situated in the Town of Stevenson, Skamania County, Washington, generally known as the Stevenson Public Market which lease by its term expires March 15, 1963; and

WHEREAS, it is the intention of the Lessor to further extend said lease upon the best terms and conditions obtainable; and

WHEREAS, it is the desire of the Lessor to sublease and to sublet the demised premises known as the Stevenson Public Market to Carl Arnold.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties to be kept and performed, the Lessor does hereby sublease and sublet to Carl Arnold as Lessee, the following described premises, to-wit:

A portion of Lots 19, 20 and 21 in Block 7 of the Town of Stevenson, Washington, being described as follows:

The first floor of that certain store building on said lots with the exception of the space occupied by the United States Post Office and the space occupied and used as a butcher shop together with two store rooms in the basement of said building and together with the furnishings and fixtures incident to the mercantile business carried on therein.



TO HAVE AND TO HOLD the above-described premises unto the Lessee for a term commencing on the 1st day of August, 1962, and ending on the 15th day of March, 1963.

It is further understood that the period of this lease will be extended for such additional term as the Lessor may arrange with the owner of the premises, Louis M. Joseph, and upon the same terms and conditions as are contained therein save and except that the Lessee will approve in writing and by proper instrument such extension.

It is understood that the Lessee is in possession of the premises under a previous agreement entered into with the Lessor dated November 13, 1957, and he will continue in possession of the premises under the previous agreement up until the commencement date of this lease.

As rental for the demised premises, Lessee shall pay to the Lessor a sum equal to ~~2%~~ ^{2 1/2%} of the gross sales conducted in and from the premises for each and every month of his occupancy, said amounts to be payable on or before the 10th day of the following month and each preceding month during which said sales are made. Gross sales shall not include the sales tax, excise taxes, refunds to customers. Rental shall likewise include in addition to the ^{2 1/2%} of gross sales, all refunds and dividends from United Grocers and United Fruit which shall be the sole property of the Lessor and shall not be computed as a portion of the gross sales, but shall be considered as additional rental.

The Lessee agrees to pay all utility and other charges in connection with the operation of the demised premises. The merchandise inventory situated upon the demised premises shall be and remain the property of the Lessor until

the same is fully paid for by the Lessee and the inventory shall be maintained at least at its present level by replacements which shall likewise be the property of the Lessor.

The Lessee agrees to operate the premises at all times so as to bring about the greatest total gross sales commensurate with good business practice and he shall devote his full time and best efforts to the business.

The Lessee agrees to keep full, true and accurate records which shall clearly reflect the gross sales transacted in and from the premises. All receipts except those which will be paid out in cash for the business and used for it shall be deposited in the Bank of Stevenson, Stevenson, Washington, and duplicate receipts for such deposits shall be transmitted to the Lessor and there shall likewise be handed to him all bills pertaining to the business.

The Lessee agrees to comply with all of the terms, covenants and conditions as are contained in the lease dated October 30, 1956, between Louis M. Joseph as Lessor and August Rogers as Lessee, or any extension of said lease. The Lessee agrees that he will pay all taxes becoming due and payable on the merchandise inventory maintained by him in the premises during the term of this lease.

It is understood and agreed, however, between the parties that any wine or beer purchased by the Lessee which shall become a part of the inventory in the demised premises shall belong solely to the Lessee save and except that the gross sales from the sale of such merchandise shall be included in the gross sales by virtue of which rentals shall be payable.

Lessee shall have title and peaceful possession of the premises during the full term of this lease and for any extension thereof so long as he shall make the rental payments at the times and in the manner hereinabove provided and he

shall keep and perform all of the other covenants and conditions in this lease contained provided, however, that in the event the Lessee shall fail to make the payment of rental as hereinabove provided or shall fail to keep and perform all of the terms, conditions and covenants hereof, Lessor may at his option terminate this lease and take possession of the premises and remove the Lessee or any person or persons holding possession of the premises through or under him.

The Lessee is fully aware of the condition of the premises and accepts the same in their present condition together with the fixtures therein contained and agrees to return the same to the Lessor at the expiration or sooner termination of this sublease in the same condition as such premises and fixtures now are in, ordinary wear and tear and loss by fire and the elements alone accepted.

Time is of the essence of this agreement but the acceptance of any installment of rental after the same shall become delinquent shall not be construed as a waiver of this covenant and the requirement that the Lessee shall strictly perform the same.

The Lessee agrees that he will engage in the sale of merchandise that is usual and customary in grocery stores including all products sold and handled by United Grocers. It is not anticipated that the Lessee will, however, handle a full line of variety goods.

IN WITNESS WHEREOF, the parties have hereunto set

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their hands and seals the day and year first hereinabove
written.

August Rogers
August Rogers

LESSOR

Carl Arnold
Carl Arnold

LESSEE

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Washington
STATE OF OREGON)

County of Multnomah)

BE IT REMEMBERED, That on this 1st day of ^{August} ~~July~~, 1962, before me, the undersigned, a ~~Notary Public~~ in and for said County and State, personally appeared the within named AUGUST ROGERS who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he 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.

Pauline O'Neil
Notary Public for Oregon
My Commission Expires:
February 9, 1965
Residing at Stevenson
Stevenson Co. Idaho

STATE OF WASHINGTON)

County of Skamania)

BE IT REMEMBERED, That on this 1st day of ^{August} ~~July~~, 1962, before me the undersigned, a ~~Notary Public~~ in and for said County and State, personally appeared the within named CARL ARNOLD who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he 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.

Pauline O'Neil
Notary Public in and for the
State of Washington, residing
at Stevenson
Skamania Co. Idaho