

61972

BOOK 04 225

MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 24th day of JUNE, 1963, by and between SAM G. MELONAS and RITA MELONAS, his wife, hereinafter referred to as First Parties; and TEXACO INC. (formerly named The Texas Company), a Delaware corporation, hereinafter referred to as Second Party.

WITNESSETH:

WHEREAS, by written indenture of lease dated the 23rd day of May, 1959, a memorandum of which was recorded in Book 4 of Agreements and Leases, Page 166, Records of Skamania County, Washington, First Parties leased to Second Party certain property with the improvements thereon in the City of Stevenson, County of Skamania, State of Washington, and reference is hereby made to said lease for the full particulars thereof.

WHEREAS, said lease was modified in certain respects by agreement dated August 10, 1960, and reference is hereby made thereto for the full particulars thereof;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

Paragraph (1) of said lease shall be and the same is hereby changed to read as follows:

- (1) Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Stevenson, County of Skamania, State of Washington, described as follows:

"Beginning at a point on the Southerly line of P.S.H. #8 which is south 617 feet and S 43° 31' W 87.15 feet from the intersection of the west line of the Henry Shepard D.L.C. #43 and the North line of Section 1, T 2N, R 7E of the Willamette Meridian and running thence along said highway line tracing a 1860 foot radius curve left (the chord bears S 49° 05' W 149.9 feet) a distance of 150 feet, thence S 21° 08' E 116.27 feet, thence N. 68° 44' 1/2' E 140.96 feet to the said D.L.C. line, thence North 36.20 feet thence West 60.0 feet, thence North 129.33 feet to the place of beginning."

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

- (1) That, within 180 days from the date of this agreement, First Parties agree to complete, or cause to be completed, the following improvements to the property to the rear of the service station which is more particularly described in said agreement:
  - (a) Grade and pave 5,000 sq.ft. additional property adjacent to the existing service station.
  - (b) Lessor to furnish and install fence as required.
  - (c) Furnish and install 10,000 gallon and 6,000 gallon underground tanks.
  - (d) Furnish and install two meters.
  - (e) Furnish and install loading rack, complete.
- (2) That, in the event of failure of First Parties to complete the improvements herein described within 180 days or the date of this agreement, then this agreement shall be null and void, and of no further force or effect.
- (3) That, upon the completion of the improvements herein to be completed by First Parties, in a manner acceptable to Second Party, rental provided for in Paragraphs (3), (12) and (22) of said lease shall be increased by an amount equal to one per cent of the total amount expended by First Parties in completing said improvements; provided, however, that in no event shall the total rental exceed Four Hundred Sixty Dollars (\$460.00) per month. It is further understood between the parties hereto that the expenditure by First Parties shall not exceed the sum of Eight Thousand Dollars (\$8,000.00). Second Party agrees to promptly inspect the improvements completed by First Parties and the increased rental shall be effective as of the date Second Party accepts said improvements as complete.
- (4) That, within Ninety (90) days after the completion of the improvements herein to be completed by First Parties, a detailed cost statement shall be furnished to Second Party by First Parties, showing the cost of First Parties for said improvements. Said statement shall have affixed thereto an affidavit subscribed and sworn to by First Parties stating that said statement is true and correct.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sam G. Melonas

*Rita Melonas*  
Rita Melonas

First Parties

Texaco Inc.

by: *H. E. Paul*  
H. E. PAUL - REGIONAL SALES MANAGER

Attest: *Heleyn Pauling*  
HELEYN PAULING ASSISTANT SECRETARY

DATE 1/1/61  
Description 1/1/61  
Terms 1/1/61



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ACKNOWLEDGMENT

State of Washington

SS

County of CLATSOP

On this day personally appeared before me Sam G. Melonas and Rita Melonas, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed and sealed 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 24 day of

JUNE, 1963.

STATE OF CALIFORNIA  
COUNTY OF  
LOS ANGELES

SS.

July 3, 1963

(Corporation)

On July 3, 1963  
before me, the undersigned, a Notary Public in  
and for said County and State, personally appeared  
H. E. PAUL

known to me to be the Regional Sales  
Manager and HELEYNE PAULING  
known to me to be the Asst. Secretary of  
the Corporation that executed the within Instru-  
ment, known to me to be the persons who executed  
the within instrument on behalf of the Corporation  
therein named, and acknowledged to me that such  
Corporation executed the within instrument  
pursuant to its by-laws or a resolution of its  
Board of Directors.

WITNESS my hand and official seal.

(Seal) Florence V. Thornberry  
Notary Public in and for said County and State.  
FLORENCE V. THORNBERRY  
My Commission Expires Feb. 16, 1966

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at [Address]