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BOOK 5 PAGE 41  
LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made and entered into this 1st day of April, 1962, by and between WILBERTHA IRENE CAIRNS, formerly WILBERTHA IRENE LARSON, hereinafter called Lessor, and S. M. JOHNSON COMPANY, INC., a Washington corporation, hereinafter called Lessee,

W I T N E S S E T H :

That the Lessor does hereby let and lease unto the Lessee those certain premises located in the County of Skamania, State of Washington, and more particularly described as follows:

Tax Lot No. 3135, consisting of three acres located in Section 20, Township 3 North, Range 8, east, W. M., all as more particularly and precisely described in volume 33 of deeds, page 216, records of Skamania County, which said deed reference is hereby specifically incorporated herein as if fully set forth.

TO HAVE AND TO HOLD unto the Lessee for the period of one year from the first day of April, 1962, until the 31st day of March, 1963, at the rate of \$180 per year in advance; and the Lessor acknowledges receipt of first year's rental of \$180.

In addition, the Lessor shall have the option to extend this lease for the additional period of four years until the 31st day of March, 1967, which option shall be exercised by retaking possession and holding over under this lease beyond the said 31st day of March, 1963, without notice.

In addition, the Lessee shall have the option to extend this lease upon the same terms and conditions for the further period of five years, to commence on the first day of April, 1967, such option to be exercised by giving written notice of the Lessee's intention so to exercise said option, such notice to be given not later than the 31st day of December, 1967. Notice under this provision shall





the same as it appears and deposited in the  
 United States Post Office, at the address indicated at the bottom of  
 this lease agreement.

It is further agreed that Lessee shall use said leased  
 and defined premises as a truck station for the purpose of storing  
 and handling materials, fuel oil, and other products normally used in  
 Lessee's business, and for the purpose of servicing Lessee's trucks  
 and equipment. Lessee shall have the right to install tanks and  
 other storage facilities and water lines and such other improvements  
 as are necessary for the use of said premises, and  
 Lessee shall have the right to grade, gravel and surface, with gravel  
 or other surfacing materials.

Upon the termination of this lease, the Lessee shall have the  
 option of removing any and all improvements made by Lessee upon said  
 premises, it being the understanding of the parties that the same  
 constitute no improvement in legal contemplation, except for any  
 purposes during the term of this lease.

It is further agreed that Lessee shall pay promptly the  
 annual rental of \$100.00 as herein provided, and agree to have harmless  
 and indemnify the Lessor from and against all damages to persons or  
 property, arising out of or on the leased premises, and arising from the  
 activities and operation of the same and from the Lessee's enjoy-  
 ment of said premises.

Lessee shall keep the premises in good order and shall remove  
 all rubbish and other  
 waste and debris, and shall be responsible to do so, and shall  
 be responsible to be carried on by Lessee upon  
 the premises. The Lessor shall return said premises to the  
 Lessee upon termination of this lease in as good condition as they



now for reasonable wear and tear and damage by the elements, excepted  
and with all soil and materials replaced where necessary to be dis-  
turbed by lease in the removal of fixtures and improvements.

EXECUTED in triplicate, this 25th day of April, 1962.

S. K. JOHNSON COMPANY, INC.  
Lessee

(Corp. Seal)

*[Signature]*  
President  
Address: Bingen, Washington

*[Signature]*  
Witness

By virtue of power of  
attorney vested in *[Signature]* as  
at Portland, India on for *[Signature]* W. Larson  
by *[Signature]* Roger B. Gifford, Not. Public, New York  
June 11th 1962

STATE OF WASHINGTON )  
County of Klickitat )

THIS CERTIFIES that on this 25th day of April, 1962, before  
me, the undersigned, a Notary Public in and for the State of Washing-  
ton, duly commissioned and sworn, personally appeared J. K. JOHNSON,  
the president of the corporation that executed the within instrument  
and acknowledged to me that he signed the same as the president and volun-  
tary act and deed of said corporation for the uses and purposes there-  
in mentioned, and on which he said that he is authorized to execute  
said instrument and that the seal affixed is the corporate seal of  
said corporation.

WITNESS my hand and official seal this day and year in said certi-  
ficate first above written.



*[Signature]*  
Notary Public for Washington  
residing at White Salmon, therein.



