

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made and entered into this 1st day of April, 1962, by and between WILBERTHA IRENE CAHNS, 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



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... as it appears and deposited in the
... in or on or under or over and
... the address indicated at the bottom of
... agreement.

It is understood and agreed that Lessee shall use said leased
and defined premises as a truck station for the purpose of storing
and handling, unloading, loading or 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 Lessee in addition to those provided, 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 realty in legal contemplation, except for any
provisions hereinafter made.

In consideration hereof, the Lessee agreed to pay promptly the
annual rental of \$100.00 per annum, and agreed 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 existing from the
operation of the same, or any part thereof, during the Lessee's enjoy-
ment of the premises.

Lessee shall be responsible for all the utility bills provided
in this lease, and shall keep the premises free from rubbish and other
unsightly or objectionable material, and shall be bound to do so promptly
and the same shall be carried on by Lessee upon
the premises, and the Lessor shall return said premises to the
Lessee upon termination of this lease in as good condition as they

now and reasonable wear and tear and damage by the elements executed
and with all soil and building materials were necessary to be dis-
turbed by lease in the removal of fixtures and improvements.

EXECUTED in triplicate, this 20th day of April, 1962.

S. K. JOHNSON COMPANY, INC.
Lessee

(Corp. Secs.)

[Signature]
President
Address: Bingen, Washington

[Signature]
Witness

Address: By virtue of power of
attorney granted to *[Signature]*
at Pocatello, Idaho on January 10, 1962
by Roger G. Safford, Notary Public, New York
June 11th 1962

STATE OF WASHINGTON)
County of Klickitat)

THIS CERTIFIES that on this 20th 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 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.



