REAL ESTATE LEASE

THIS AGREEMENT is made and executed in duplicate original and entered into this day between GAYLE N. MacKAY, a married woman, as her separate property, and IVAN K. FINK and ANABEL FINK, husband and wife, hereinafter called Lessors and RICHARD A. WALKER and EDITH J. WALTER, husband and wife, hereinafter called Lessoes

WITNESSETH:

WHEREAS, the Lessors are owners of certain real property
hereinbelow described and the Lessees are desirous of occupying
the same on agreed terms as he einbelow set forth, now, therefore,
in consideration of the foregoing, the mutual promises hereby given
from each party to the other for mutual benefits to be derived
hereunder and for other good and valuable consideration this day
given and received by each of the parties, it is hereby agreed as
follows:

- 1. <u>Indenture of Lease</u>: The Lessers hereby lease to the Lesses and the Lesses hereby lease from the Lessors that certain real property located in Skamania County, Washington hereinafter referred to as the demised premises.
- 2. <u>Demised Premises</u>: The demised premised are described as follows:

Space #3, Fink's Trailer Court, of the following described Property:
Real Property situate in Skamania County, Washington:
That portion of Government Lot 1 of Section 28, Township 3 North, Range 10 E.W.M., described as follows:
Beginning at a point marking the intersection of the west line of the said Section 28 with the southerly right of way line of Primary State Highway No. 3 as now constructed and established; thence following the southerly line of said highway easterly a distance of 350 feet; thence south parallel to the west line of said Government Lot 1 to the meander line of the Columbia River; thence westerly following the meander line of the Columbia River to intersection with the west line of said Government Lot 1; thence north to the



point of beginning; SUBJECT TO flowage easement granted to the United States of America;

TOGETHEP WITH all water rights appurtenant to the above described real property as recorded on December 10, 1975, in Book J of Misc., pages 619 and 620 and recorded under Auditor's File No. 81497.

- 3. Term of Lease: The Lessees shall have possession of the afore-described premises on the 27th day of December, 1979, and shall have continued right of possession through the 27th day of December, 2078.
- 4. Rental: The Lessees shall pay to the Lessors IVAN K. FINK and ANABEL FINK, the Lessors who have a life estate in the demised premises, the amount of \$50.00 per month until the survivor of them shall become deceased, at which time the Lessees shall then pay the monthly rental amounts to GAIL N. MacKAY or her lawful heirs and/or assigns during the balance of the term of the lease.
- 5. Assignment or Subletting: The Lessees shall not assign nor sublet the demised premises or any portion thereof without first obtaining the written consent of the Lessors.
- 6. Rent Adjustment: The rental amounts due under this lease shall be reviewed every ten (10) years and shall be adjusted to reflect the then prevailing economic costs and living conditions as shall be agreeable between the parties hereto, their heirs and/or assigns.
- 7. Taxes: Lessors shall be responsible for the payment of the property taxes and Lessees shall be responsible for the payment of all personal property taxes relating to the mobile home. In the event the mobile home should be exact as real property then Lessees shall pay their propertionate share of the property taxes as reflected by the value places upon the mobile home.

MacKAY 5/FINK t// WALKER Real Estate Lease Page 3/

MOOK 6 PAGE 268

- 8. Right of First Refusal: In the event Lessors shall sell the demised premises Lessees shall have the right of first refusal to purchase said property on the same terms and conditions as those offered to any bona fide prospective purchaser of the property.

 Lessees shall have thirty (36) days from the date of notification of intent to sell the property by Lessors to make the terms and conditions of the sale.
- 9. Removal of Improvements From the Property: All improvements placed upon the demised premises shall remain with the property at the termination of this Lease. The only exceptions shall be that if at the termination of this Lease there is placed thereon a mobile home then that mobile home may be removed together with its accessories and attachments.
- 10. Binding Effect: The terms and provisions hereof shall be binding on the heirs and personal representatives and assigns of each of the parties hereto.

DONE and DATED at White Salmon, Washington, this 27th day of December, 1979.

Saule M. Mackay Mal Kay

WAN K. FINK / Finh

ANABEL FINK Lessors

RICHARD A. WALKER

Elist I awales

EDITIO J. WALKER

Lessees

Mackay & TINK to WALKER Roal Estate Lease Page 3:

MODEO: DIR

RECORDER:

BOOK / PAGE 20/

STATE OF WASHINGTON)
SS
County of Klickitat)

On this day personally appeared before me GAYLE W. MacKAY, IVAN K. FINK, ANABEL FINK, RICHARD A. WALKER and EDITH I. WALKER, 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.

IN WITNESS WHEREOF, I have set my hand and official seal this 27 day of December, 1979.

Foregree Public for ashington residing at thite Salmon, therein.

CUNTY OF SCAMANA 18

HETERA CERTEA UNTE AND ALLES

MATAMENT OF ALLWAY MITS BE

36 laster of 2/28 1/651

PATER AN 12/38 179

SECONDS OF PERIAMS COUNTY VAN

De la courte de la

B.S. LOND NOTOR

Mackay & FINK to Walker Peal Estate Lease Page 4.