

107792

BOOK 115 PAGE 740
FILED FOR RECORD
SKAMANIA CO. WASH
BY Joan Brisdell

SEP 5 10 02 AM '89

GARY H. OLSON
AUDITOR

LEASE AGREEMENT

THIS AGREEMENT, made this 30th day of August, 1989,
by and between the **WILHELM BIRKENFELD TRUST**, hereinafter design-
ated as the "Lessor", and **THE LITTLE CHURCH IN THE VALLEY**,
hereinafter designated as the "Lessee", WITNESSETH:

1. Description/Use. The Lessor, for and in consider-
ation of the rental hereinafter provided and the covenants and
agreements herein contained, hereby leases and demises unto the
Lessee, for use as a church site, the following described real
estate situated in the County of Skamania, State of Washington,
to-wit:

A parcel of land located in the West Half of the
East Half of the Northeast Quarter of the North-
west Quarter (W2E2NE4NW4) of Section 26, Town-
ship 4 North, Range 7 East W.M. in Skamania
County, Washington, described as follows:

Beginning at a point 49.5 feet east of the
southwest corner of the W2E2NE4NW4 of the said
Section 26; thence north 880 feet to the initial
point of the tract hereby described; thence
south 478 feet; thence east 180.5 feet; thence
north 78 feet to the southwest corner of that
tract of land conveyed to John Sweeney and June
Sweeney by deed dated January 26, 1957; and re-
corded at page 156, Volume 43, Book of Deeds,
in the office of the Skamania County Auditor;
thence north along the west line of said Sweeney
Tract 400 feet; thence west 180.5 feet to the
point of beginning. (Containing 1.99 acres more
or less)

EXCEPTING rights of way for the county roads
known as Hemlock Road and Trout Creek Road; and
SUBJECT to easements of record.

2. Length of Term. The term of this lease shall be
for Ninety-Nine (99) years, commencing on the 1st day of Sept.
1989, with option to renew with terms to be agreed upon; provid-
ed, however, that should the subject property cease to be used as
a church site this lease shall terminate and the property shall
revert back to the Lessor.

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J 9-8-89
L.J.

WILMA J. CORNWALL
TREASURER OF SKAMANIA COUNTY

3. Lease Payment. The Lessee shall pay to the Lessor the sum of One Dollar (\$1.00) per year for this lease, said payments to be made in a lump sum of Ninety-Nine Dollars (\$99.00) at the inception of the lease period, none of which shall be refundable should this lease be terminated.

4. Limitation on Liability of Lessor. The Lessee agrees to hold the Lessor harmless from any liability that might otherwise attach to the Lessor resulting from the conduct of the Lessee on said premises or, resulting directly or indirectly from the execution by the Lessor of this lease.

5. Construction. During the term of this lease the Lessee may construct whatever facilities the Lessee deems adequate, desirable, or necessary for church purposes upon the subject property. In the event this lease is terminated all improvements made upon the property shall revert, with the real property, to the Lessor.

6. Utilities. Lessee agrees to pay all utilities servicing the leased premises, including but not limited to telephone, power, water and sewer.

7. Insurance. Lessee shall keep the premises and improvements thereon insured to their full insurable value against fire and other risks covered by a standard fire insurance policy.

8. Condition of Premises/Compliance. The Lessee shall keep the leased premises clean and in a sanitary condition, and shall comply with each and all of the statutes of the State of Washington, and ordinances of the County of Skamania now in force or hereafter enacted. The demised premises shall not be used for any illegal purpose.

9. Assignment or Subletting. This lease, or any part hereof, shall not be assigned by Lessee, or any party claiming by or through the Lessee, or by operation of law, or otherwise, nor said premises or any part thereof sublet, without the written consent of Lessor first had and obtained.

10. Accessibility. Lessors or Lessor's agent shall have access to said premises at all reasonable hours for the purpose of making inspection of said premises.

11. Default.

(a) If the Lessee shall fail to keep and perform any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises.

(b) If, by reason of any default on the part of the Lessee, in the performance of any of the provisions of this lease, it becomes necessary for Lessor to employ an attorney, the Lessee agrees to pay all costs, expenses and attorney's fees expended or incurred by the Lessor in connection therewith.

(c) In the event of any entry in, or taking possession of, the demised premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the demised premises all personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owners thereof.

12. Covenants Binding Assigns. The covenants, conditions and terms of this lease shall be binding upon the respective parties and their successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

LESSOR:

(WILHELM BIRKENFELD TRUST, by:

(Emmy G. Birkenfeld
(Emmy G. Birkenfeld, Trustee

(William J. Birkenfeld
(William J. Birkenfeld, Trustee

(Joseph A. Birkenfeld
(Joseph A. Birkenfeld, Trustee



(THE LITTLE CHURCH IN THE VALLEY, by:

(Joan Blaisdell
(Joan Blaisdell, President of Board

(Betty Hopkins
(Betty Hopkins, Secretary

STATE OF WASHINGTON)

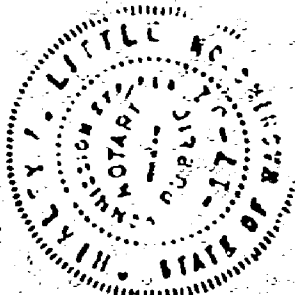
County of Skamania)

ss.

I CERTIFY that I know or have satisfactory evidence that EMMY G. BIRKENFELD, WILLIAM J. BIRKENFELD, and JOSEPH A. BIRKENFELD, the Trustees of the WILHELM BIRKENFELD TRUST, designated as the Lessor in the foregoing instrument, each signed this instrument, on oath stating that they were authorized to execute the same and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated August 31, 1989

Shirley A. Pratt
Notary Public in and for the State of
Washington, residing at Stevenson
My commission expires 8-12-91

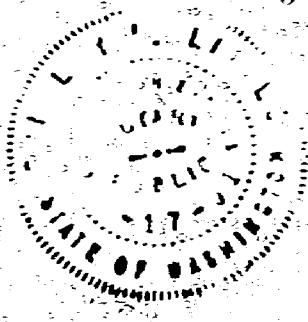


STATE OF WASHINGTON)
) ss.
County of Skamania)

I CERTIFY that I know or have satisfactory evidence that JOAN BLAISDELL and BETTY HOPKINS, President and Secretary respectively for THE LITTLE CHURCH IN THE VALLEY, signed this instrument, on oath stating that they were authorized to execute the same and acknowledging it to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated: August 30, 1989

Shirley D. Smith
Notary Public in and for the State of
Washington, residing at Stevenson
My Commission expires 8-17-91



COPY

BOOK 115 PAGE 744

Auditor's Recording Number
RECORD AFTER APPEAL PERIOD

COUNTY ASSESSOR'S NOTICE OF REMOVAL OF

- ☒ CLASSIFIED FOREST LAND
☐ DESIGNATED FOREST LAND

AND STATEMENT OF COMPENSATING TAX

(RCW 84.33.120, 130, 140)

Wilhelm Birkenfeld Trust
c/o Emmy G. Birkenfeld
Carson Wa 98610

19____ Assessment Year for 19____ Tax Collection

You are hereby notified that the following property: 1.89 acres in parcel number
04-07-26-2-0-1100-00, covered by Timber Land Lien recorded at
Book F Page 239.

has been removed from forest land ☒ classification ☐ designation as of 8 / 31 / 89 because the land no longer meets the definition and/or provisions of forest land as follows:

RCW 84.33.120 Sub (5) (c) Determination by the Assessor that because
of action taken by the owner, such land is no longer primarily devoted to
an used for growing and harvesting timber.

This removal shall be effective for the assessment year beginning January 1, 19 90.

You are hereby notified that a compensating tax has been assessed based upon the following:

True & Fair Value of Land at Time of Removal	LESS	Classified or Designated Value at Time of Removal	MULTI- PLIED BY	Last Levy Rate Ex- tended Against Land	MULTI- PLIED BY	Years*	EQUALS	Compensating Tax
\$ 3,780	-	\$ 157	x	\$7.72752	x	10	-	\$ 280.00
RECORDING FEE +								\$ 7.00
TOTAL TAX DUE -								\$ 287.00

* Number of years in classification or designation, not to exceed 10.

The compensating tax is due and payable to the County Treasurer 30 days from the date of this notice. The tax shall become a lien on the land and shall be subject to foreclosure in the same manner as provided in RCW 84.64.050.

You may apply for classification as either Open Space farm/agricultural land or Open Space Timber Land under RCW 84.34. If the application is received within 30 days of this notice, no compensating tax would be due until the application is denied, or, if approved, the property is later removed from Open Space under RCW 84.34.108.

DATE OF
NOTICE: 8-31-89

DATE PAY-
MENT DUE: 9-30-89

COUNTY
ASSESSOR