

116007

BOOK 134 PAGE 636

LOADING DOCK LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas ANN L. JERMANN, hereinafter known as LESSOR, is the owner of the following described real property situated in the County of Skamania, State of Washington, to-wit:

A Tract of land in Lot 2 of Block 8 of the TOWN OF STEVENSON, according to the official Plat thereof on file and of record at Page 11, Book A of Plats, Records of Skamania County, Washington, more particularly described as follows:

Beginning at the Southeasterly corner of Lot 1 of the said Block 8; thence North 34° 30' West 30 feet to the Southeast corner of the certain hollow tile building; thence South 55° 30' West along the outer line of edge of said building 80 feet; thence North 34° 30' West 33 feet; thence South 55° 30' West 4 feet to the True point of Beginning; thence South 55° 30' West 22.5 feet; thence North 34° 30' West 11 feet; thence North 55° 30' East 22.5 feet; thence South 34° 30' East 11 feet to the True point of Beginning.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Tom Jermann

APR 16 2 14 PM '93

P. Lowry
GARY M. OLSON

Registered	<i>h</i>
Indexed, Dir	<i>h</i>
Indirect	<i>h</i>
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AND, WHEREAS, KEN and SALLIE WOODS, husband and wife, hereinafter known as LESSEES, is desirous of entering into a lease agreement, to establish a temporary wooden loading dock on the above-described property, for access to adjacent property leased by Lessees from Emery O. Owens and commonly known as the Spar Tree Inn.

NOW, THEREFORE, the Lessor hereby leases unto the Lessees the above-described real estate, for and in consideration of the sum of one dollar (\$1.00), and for other valuable consideration as herein set forth. The Lessor herein grants unto the Lessees the exclusive and discretionary right, through its agencies, departments, and its authorized delegates, to establish a temporary wooden loading dock on the above-described property, for access to adjacent property leased by lessees from Emery O. Owens and commonly known as the Spar Tree Inn. The premises shall be used exclusively for the purpose of unloading and loading in connection with the Lessees' business at the Spar Tree Inn and shall not be used for automobile or truck parking or any other purpose.

The Lessees shall hold harmless the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrue by reason of any accident in or about the leased premises or from the Lessee's use or occupation of the leased premises, or caused by the acts or neglect of the Lessees or any agent of the Lessees. It is agreed that the Lessor shall not be liable for the death of or injury to any person on or about the premises, or for loss of or damage to any property of the Lessees, and the Lessor shall not be liable to the Lessees or to any person for claims arising from any defect in the construction or present condition of any improvements placed on the premises by Lessees, or for damages caused by weather or any third persons.

This lease shall be for a period of one (1) year commencing the 1st day of April, 1993, and ending the 1st day of April, 1994. Unless sixty (60) days written notice is given prior to the expiration of the lease term by Lessor to Lessees of it's desire to terminate this lease agreement or to change the conditions of this lease after such expiration, or unless like notice is given by Lessees to Lessor of it's intention to terminate or modify this lease agreement, this lease shall be considered as renewed and binding in all it's provisions, and this lease shall continue in operation and effect for further terms of one (1) year each until such notice be given by either the Lessor or Lessees herein prior to the expiration of one such renewed term.

Skamania County Assessor
 Parcel 2-7-1-1-3100
 by *h*

Upon expiration of this lease, Lessees shall remove at Lessees' expense any and all improvements and fixtures placed in or on the leased premises by Lessees including but not limited to the temporary wooden loading dock described above.

This lease agreement shall be binding on the heirs, assigns, successors and personal representatives for the parties hereto as if they were made a party thereof.

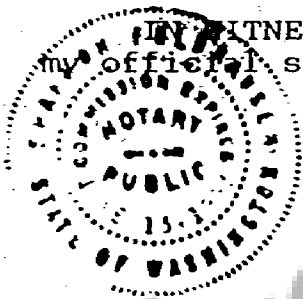
IN WITNESS WHEREOF, we the undersigned, have hereunto set our hands and seals this 2nd day of April, 1993.

LESSOR:



ANN L. JERMANN

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 2nd day of April, 1993, before me personally appeared ANN L. JERMANN to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned, and on oath, stated that she was authorized to execute said instrument.




IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the
State of Washington, residing
at Carson

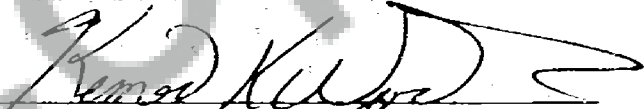
Commission expires 6-13-93


N/A
REAL ESTATE EXCISE TAX

APR 16 1993
PAID N/A


SKAMANIA COUNTY TREASURER

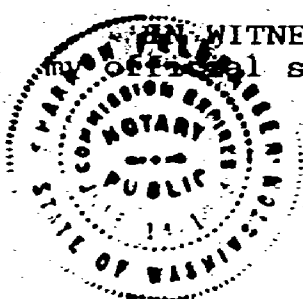
LESSEES:


KEN WOODS



SALLIE WOODS

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 1st day of April, 1993, before me personally appeared KEN and SALLIE WOODS, 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, and on oath, stated that they were authorized to execute said instrument.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the
State of Washington, residing
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Commission expires 6-13-93