

WHEN RECORDED RETURN TO:

Tim Ashe
PO Box 100
StuWanson, WA
98648

DOCUMENT TITLE(S)

Lien for Rental Taxes owed on Lease Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

William D. Hearn, Bingen GarbagSvc

☐ Additional names on page _____ of document.

GRANTEE(S):

Tim Ashe

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 1 Esch SP 1/53 1492 Metzger

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

03081740320100

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

ENC, Amt - 83.00 + 84.00 to release

JA

To: John Holtmann
Re: Hearn Estate
From: Tim and Shawne Ashe
PO Box 100, Stevenson, WA 98648

June 2, 2014

Dear Sir,

We are formally filing a claim for rent and taxes owed on the lease agreement with Bingen Garbage Service, 1492 Metzger Rd., Carson, WA 98610.

Enclosed is a copy of the Commercial lease agreement and the taxes for the 2nd half of 2014. We have not received the tax statement for 2015.

Thank you for your time.

Sincerely,

A handwritten signature in black ink that reads "Tim Ashe". The signature is written in a cursive style with a large, stylized "T" and "A".

Tim Ashe

Unofficial
Copy

MORT.	ACCOUNT NUMBER
	03081740320100

SEE REVERSE SIDE

2014

KEEP
THIS
PORTION

BRING ALL PARTS WHEN PAYING IN PERSON

ASH, TIMOTHY L & SHAWNE B
1894 MARC HANNA WAY
PO BOX 100
STEVENSON,, WA 98648

PROPERTY DESCRIPTION AC: 1.56
1492 METZGER RD
LOT 1 ESCH SP BK 1/PG 53 1492 METZGER

2014 REAL ESTATE TAX STATEMENT

SKAMANIA COUNTY TREASURER, P.O. BOX 790, STEVENSON, WA 98648

CURRENT TAX DISTRIBUTION	
State Property	259.61
Local School	226.70
County	168.86
City	
Port Dist.	36.45
Fire Dist.	94.54
Hospital	86.15
Road	173.30
Cementery	9.53
Library	57.47
PUD	41.81
Water	
Total Current Tax	1,172.31

CURRENT TAX INFORMATION	
Land Value	88,500
Improvements	26,500
TOTAL VALUE	115,000
Levy Code	140
Levy Rate	10.0383870
Tax Status	
Tax Before Exemption	1,154.41
General Tax	927.71
Voter Approved	226.70
Mosquito Assessment	8.95
State Fire Patrol	8.70
Total Current Tax	1,172.31

First half tax paid after April 30th
requires interest plus penalty on full
amount.
Second half tax becomes delinquent
after OCTOBER 31st.

TAX \$50.00
OR LESS
MUST BE
PAID IN
FULL

DELINQUENT TAX INFORMATION		
YEAR	INT./PEN.	TAX
2013 H	72.42	603.46
Total Due All Years		1,848.19

REAL ESTATE TAX

MORT.	ACCOUNT NUMBER
	03081740320100

2014

DELINQUENT PAYMENTS RECEIVED WITHOUT INTEREST AND
PENALTY WILL BE RETURNED
CALL (509) 427-3760 FOR DELINQUENT TAX, INTEREST, AND
PENALTY DUE

PLEASE MAKE NAME AND ADDRESS CHANGES ON BACK

ASH, TIMOTHY L & SHAWNE B
1894 MARC HANNA WAY
PO BOX 100
STEVENSON,, WA 98648

Cherie Flood

MAKE REMITTANCE PAYABLE TO:
SKAMANIA COUNTY TREASURER
P.O. BOX 790
STEVENSON, WA 98648-0790

SECOND PAYMENT

DETACH THIS PORTION AND
MAIL WITH YOUR PAYMENT
Your cancelled check is your receipt.

TAX TYPE	TAX YEAR	INTEREST/PENALTY THRU: Feb	SECOND HALF TAX	
Current	2014	0.00	586.15	
DELINQUENT OR OMIT		DELINQUENT TAX	DELINQUENT TOTAL	
2013	H	72.42	603.46	675.88

DUE OCTOBER 31, 2014

01201400000003081740320100000058616000117231



REAL ESTATE TAX

MORT.	ACCOUNT NUMBER
	03081740320100

2014

DELINQUENT PAYMENTS RECEIVED WITHOUT INTEREST AND
PENALTY WILL BE RETURNED
CALL (509) 427-3760 FOR DELINQUENT TAX, INTEREST, AND
PENALTY DUE

PLEASE MAKE NAME AND ADDRESS CHANGES ON BACK

ASH, TIMOTHY L & SHAWNE B
1894 MARC HANNA WAY
PO BOX 100
STEVENSON,, WA 98648

Cherie Flood

MAKE REMITTANCE PAYABLE TO:
SKAMANIA COUNTY TREASURER
P.O. BOX 790
STEVENSON, WA 98648-0790

FIRST PAYMENT

DETACH THIS PORTION AND
MAIL WITH YOUR PAYMENT
Your cancelled check is your receipt.

TAX TYPE	TAX YEAR	OMIT YEAR	INTEREST/PENALTY THRU: Feb	FULL TAX	HALF TAX
Current	2014		0.00	1,172.31	586.16
DELINQUENT OR OMIT		DELINQUENT TAX	DELINQUENT TOTAL		
2013	H	72.42	603.46	675.88	

FIRST HALF 2014 DUE APRIL 30

01201400000003081740320100000058616000117231



COMMERCIAL LEASE

This lease is made between P.O. BOX 100, STEVENSON, WA 98648, herein called Lessor, and WILLIAM D. HEARN/BINGEN CARPAGES, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of CARSON, County of SKAMANIA, State of WASHINGTON, described as 1492 METZGER RD, CARSON, WA, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of 3 years, commencing SEPT. 1ST 2012, and terminating on AUGUST 1ST 2015, or sooner as provided herein at the annual rental of TENTHOUAND EIGHT HUNDRED Dollars (\$10,800 → payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

2. Use. Lessee shall use and occupy the premises for . The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate

this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of NINE HUNDRED Dollars (\$ 900) as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____ % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. LESSEE RESPONSIBLE FOR 100% PROPERTY TAXES AS OF OCT. 31ST, 2012 TAX STATEMENT.

17. **Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. **Notices.** Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.

20. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

22. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 26th day of JULY 2012
William R. Hearn 7-26-2012
By: BINGEN GARBORE SVC By: TIM ASHE
Lessee Lessor

Unnotified Copy

HEURLIN, POTTER, JAHN, LEATHAM,
HOLTMANN & STOKER, P.S.

A Professional Service Corporation
ATTORNEYS AT LAW

Telephone
(360) 750-7547

211 E. McLoughlin Blvd., Suite 100, Vancouver, Washington 98663
Mailing Address: P.O. Box 611, Vancouver, Washington 98666-0611

Facsimile
(360) 750-7548

John J. Holtmann
jjh@hpl-law.com

May 29, 2014

Timothy L. and Shawne B. Ashe
P.O. Box 100
Stevenson, WA 98648

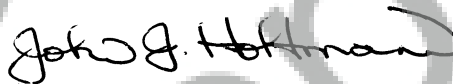
Re: Estate of William D. Hearn, Sr.
Holly Lucatero, Personal Representative
Clark County Cause Number: 14-4-00324-3

Dear Mr. and Mrs. Ashe:

You have been identified as a potential creditor in the estate of William D. Hearn, Sr., who passed away on April 8, 2014 in Portland, Oregon.

Pursuant to RCW 11.40.010, et seq., we hereby enclose a copy of the Letters of Administration indicating that Mr. Hearn's daughter, Holly Lucatero, has been appointed by the Clark County Superior Court as the Personal Representative of the estate, in addition to a formal Probate Notice to Creditors.

Very truly yours,



JOHN J. HOLTMANN

JJH:slh
Enclosures
cc: Holly Lucatero

FILED

2014 APR 22 AM 10:27

SCOTT G. WEBER, CLERK
CLARK COUNTY

SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In re the Estate of:

WILLIAM D. HEARN, SR.,

Deceased.

NO.

14-4-00324-3

LETTERS TESTAMENTARY

WHEREAS, the Last Will and Testament of William D. Hearn, Sr., deceased, was on the day of April, 2014, duly exhibited, proven and recorded in our said Superior Court, and whereas it appears in and by the said will that Holly Ann Lucatero is appointed executor thereon, and whereas said Holly Ann Lucatero has duly qualified.

NOW, THEREFORE, know all men by these presents, that we do hereby authorize the said to execute said will according to law.

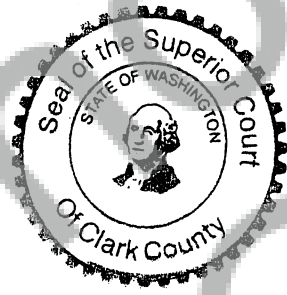
WITNESS my hand and the seal of said court this 22nd day of April, 2014.

Official

Scott G. Weber

Seal

Clerk of said Superior Court



Deputy:

[Handwritten signature]

LETTERS TESTAMENTARY - 1

COPY

Heurlin, Potter, Jahn, Leatham,
Holtmann & Stoker, P.S.
211 East McLoughlin Blvd., Suite 100
P.O. Box 611
Vancouver, WA 98666-0611
(360) 750-7547

1 STATE OF WASHINGTON)
2 County of Clark) SS.

3 I, Scott G. Weber, County Clerk and Clerk of the above entitled Court, do hereby certify
4 that the foregoing Letters Testamentary have been by me duly recorded as required by law, and
5 that the above Letters Testamentary is a true and correct copy of the original on file and recorded
6 in this office, AND THAT THE SAME ARE STILL OF FULL FORCE AND EFFECT.

7 IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the above
8 entitled court this 22nd day of April, 2014.



9 **Scott G. Weber**
10 Clerk of said Superior Court
11 Deputy: *[Signature]*

26 LETTERS TESTAMENTARY - 2

Heurlin, Potter, Jahn, Leatham,
Holtmann & Stoker, P.S.
211 East McLoughlin Blvd., Suite 100
P.O. Box 611
Vancouver, WA 98666-0611
(360) 750-7547

SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In re the Estate of:

WILLIAM D. HEARN, SR.,
Deceased.

NO. 14-4-00324-3

PROBATE NOTICE TO CREDITORS
(RCW 11.40.030)

The personal representative named below has been appointed as personal representative of the above estate. Any person having a claim against the decedent must, before the time the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner as provided in RCW 11.40.070 by serving on or mailing to the personal representative or the personal representative's attorney at the address stated below a copy of the claim and filing the original of the claim with the court. The claim must be presented within the later of: (1) Thirty (30) days after the personal representative served or mailed the notice to the creditor as provided under RCW 11.40.020(3); or (2) four months after the date of first publication of the notice. If the claim is not presented within this time frame, the claim is forever barred, except as otherwise provided in RCW 11.40.051 and 11.40.060. This bar is effective as to the claims against both the decedent's probate and nonprobate assets.

PROBATE NOTICE TO CREDITORS - 1

Heurlin, Potter, Jahn, Leatham,
Holtmann & Stoker, P.S.
211 East McLoughlin Blvd., Suite 100
P.O. Box 611
Vancouver, WA 98666-0611
(360) 750-7547

COPY

DATE OF FIRST PUBLICATION: 5/29/2014

PERSONAL REPRESENTATIVE: Holly Ann Lucatero

ATTORNEY FOR PERSONAL REPRESENTATIVE: John J. Holtmann

ADDRESS OF MAILING OR SERVICE: P.O. Box 611, Vancouver, WA 98666-0611

Holly Lucatero
Holly Ann Lucatero, Personal Representative

Attorney for Estate:

John J. Holtmann
John J. Holtmann, WSBA #17186

PROBATE NOTICE TO CREDITORS - 2

Heurlin, Potter, Jahn, Leatham,
Holtmann & Stoker, P.S.
211 East McLoughlin Blvd., Suite 100
P.O. Box 611
Vancouver, WA 98666-0611
(360) 750-7547