

AGREEMENT OF PARTIES REGARDING TENANCY

THIS AGREEMENT OF PARTIES REGARDING TENANCY entered into this _____ day of 9-28-09, 2009, by and between William E. Bosteder (hereinafter referred to as "Tenant") and the owners of Mt. View Trailer Park (hereinafter referred to as "Landlord").

WHEREAS Landlord is the owner and operator of Mt. View Trailer Park (hereinafter referred to as "Park") commonly located at 1230 Harrison Avenue, Centralia, WA, 98531.

WHEREAS Tenant has rented space [REDACTED] of the Park, and is currently is in possession of said space.

WHEREAS Tenant pays as monthly rent the sum of Three Hundred Twenty Five Dollars and 00/100 (\$325.00).

WHEREAS a dispute has arisen between Landlord and Tenant regarding Tenant's continued occupancy of said space [REDACTED] of the Park.

WHEREAS Tenant has made various claims against Landlord during his occupancy of said space [REDACTED]

WHEREAS Tenant desires to vacate said space [REDACTED] of the Park, but has limited resources in which to do so.

WHEREAS Tenant expects to receive a disability settlement from the State of Washington in the month of July, 2009 and intends to use those funds to vacate the Park and obtain a different residence.

WHEREAS Landlord desires Tenant to vacate said space [REDACTED] of the Park.

WHEREAS Tenant understands he may incur substantial cost if evicted.

WHEREAS Landlord has obtained an estimate for removal of Tenant's mobile home in the amount of Three Thousand Five Hundred Sixty Dollars and 70/100 (\$3,560.70) from Price Enterprises, a General Contractor duly registered and licensed in the State of Washington, which regularly engages in the practice of demolition and hauling services. A copy of the estimate is attached hereto and made a part hereof by this reference.

WHEREAS Landlord and Tenant mutually desire to resolve any and all disputes and/or claims in an amicable fashion without further expense of time, energy or resources.

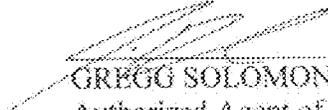
WHEREAS the Landlord and Tenant therefore desire to enter into this Agreement for the reasons set forth above, for the consideration of the mutual covenants and understanding of the parties set forth herein, and for other good and valuable consideration, now therefore, Landlord and Tenant hereby agree as follows:

1. The recitals herein stated above are incorporated into this Agreement and adopted by the parties hereto as an integral part of this Agreement.
2. Landlord and Tenant acknowledge, understand and mutually agree that Tenant may occupy said space [REDACTED] of the Park for the months of July, August and September, 2009, without paying the normal space rent of Three Hundred Twenty Five Thousand Dollars and 00/100 (\$325.00).
3. Landlord and Tenant acknowledge, understand and mutually agree that Tenant shall not be obligated to remove his mobile home from space [REDACTED] of the Park and that Landlord shall assume the responsibility of doing so.
4. Landlord and Tenant acknowledge, understand and mutually agree that as a result of Tenant not being obligated to pay monthly rent and not being obligated to remove his mobile home from said space [REDACTED], Tenant is receiving consideration in the amount of Four Thousand Five Hundred Thirty Five Dollars and 70/100 (\$4,535.70).
5. Tenant, and any other persons residing at 1230 Harrison Avenue, space [REDACTED] Centralia, WA, 98531, shall vacate and surrender the rented premises by no later than Midnight of October 1, 2009. In the event Tenant fails/refuses to vacate and surrender the premises by midnight of October 1, 2009, Tenant shall be in unlawful detainer of the premises as defined in Chapter 59.12 RCW and Chapter 59.20 RCW and Landlord may commence eviction proceedings for restitution of the premises without further notice to Tenant.
6. Landlord and Tenant mutually indemnify and hold harmless the other from any and all actions taken or not taken, if any, as well as any of the other's heirs, agents, assigns, personal representatives, attorneys, trustees, or other persons serving on behalf or at the direction of the other, from and against any and all damage, loss, cost, expense, obligation, claim, liability or penalty, including reasonable attorney's fees and reasonable expenses of investigating, defending, and prosecuting litigation, suffered by the other as a result of any damage, loss, cost, expense, obligation, claim, liability or penalty relating to or arising from the Tenant occupancy of 1230 Harrison Avenue, space [REDACTED], Centralia, WA, 98531.

7. Landlord and Tenant acknowledge, understand and mutually agree that this Agreement is entered into in full accord and satisfaction of any and all claims the other may have.

DATED as of the date set forth above,

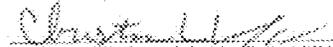

WILLIAM E. BOSTEDER
Tenant

 WDA # 33555
GREGG SOLOMON Attorney At Law
Authorized Agent of Landlord

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

On this day personally appeared before me, WILLIAM E. BOSTEDER, to me known to be the individual described in and who executed the within and foregoing Agreement of Parties Regarding Tenancy, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

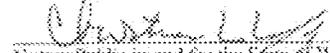
Given under my hand and official seal this 28 ^{September} day of July, 2009.


Notary Public in and for the State of Washington
Residing at: Rainier
My Commission expires: 12-29-2012
Printed Name: Christina Wilson

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

On this day personally appeared before me, GREGG SOLOMON, to me known to be the individual described in and who executed the within and foregoing Agreement of Parties Regarding Tenancy, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

Given under my hand and official seal this 28 ^{September} day of July, 2009.


Notary Public in and for the State of Washington
Residing at: Rainier
My Commission expires: 12-29-2012
Printed Name: Christina Wilson