

INTERGOVERNMENTAL LEASE

THIS LEASE, made the day and year last herein written, between the CITY OF STEVENSON, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, hereinafter called Lessor, and the PORT OF SKAMANIA COUNTY, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, hereinafter called Lessee,

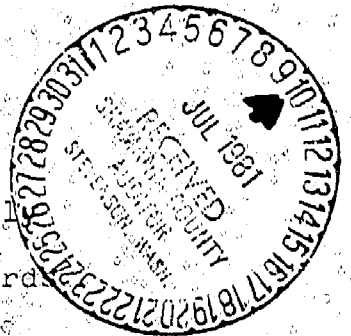
W I T N E S S E T H :

That pursuant to authority granted by the laws of the State of Washington for intergovernmental disposition of property codified as RCW 39.33.010 and after finding by the Superior Court of the State of Washington for Skamania County in Cause No. 6807 that the hereinafter described real property is surplus and excess to the foreseeable needs of Lessor, the parties covenant to and with each other as follows:

I.

Lessor does hereby lease to Lessee the following described real property in the County of Skamania, State of Washington, together with the buildings, improvements and appurtenances located thereon, to-wit:

All of Russell Street lying southerly of the South line of Cascade Avenue and extending southerly beyond Front Street to an area designated as a wharf and as more particularly shown on the plat of the Town of Stevenson recorded at page 11 of Book A of Plats, Record of Skamania County, Washington,



TO HAVE AND TO HOLD said premises upon the terms and conditions herein stated for the term of 50 years, commencing on the 1st day of July, 1981, and extending to and including the 30th day of June, 2031.

II.

This lease is conditioned upon the following:

- a) The Lessee shall pay to the Lessor the sum of \$1.00 per year annual rental, said sum being due and payable on or before

the 5th day of January of each and every year.

b) The Lessee and the Lessor will, concurrent with the execution of this lease, enter into an agreement pursuant to the provisions of R.C.W. 39.34.010 et seq. for the purpose of jointly managing the subject property (except that portion thereof used for a boat landing and access thereto, which said portion shall be managed exclusively by the Lessee).

c) Any part of the subject property not needed for a boat landing and access thereto shall be used as a park under the joint management of the Lessee and the Lessor or for such other purposes as may be deemed mutually beneficial by the Lessee and the Lessor.

In the event the said premises are abandoned by the Lessee or in the event of the non-compliance of the conditions enumerated in Article II of this agreement, then in that event, upon 60 days' notice in writing by Lessor sent to the Commissioners of the Port of Skamania County, Stevenson, Washington, this lease shall be terminated without re-entry by Lessor and Lessee shall peacefully relinquish possession.

III.

Lessee shall not sublet the premises or any portion thereof except with the written consent of the Lessor.

IV.

Lessor and Lessee agree that upon expiration of the term herein, renegotiation of this lease will be done in good faith by both parties unless said lease is terminated other than by expiration of the 50-year term.

V.

Lessee agrees that it will indemnify and save Lessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property on the leased premises or upon adjoining streets, lands,

walkways or premises, which arise out of use, occupancy, acts, failure to act, or neglect of Lessee, its agents, sublessees, tenants, employees or guests, and the Lessor shall appear as an additional insured on all policies of insurance carried by the Lessee in conjunction with said operations.

VI.

Lessee shall be responsible for the costs of all repairs, alterations, removal, upkeep, construction and maintenance of the said premises and improvements thereon and shall pay all taxes, assessments or charges lawfully imposed upon the land or improvements or representing an encumbrance thereto, if any, which are attributable to the period of this lease or any acts of Lessee.

VII.

Lessor covenants that Lessor is seized of the leased premises and has full right to make this lease, and that Lessee shall have quiet and peaceful possession of the leased premises during the term of this lease.

VIII.

Lessee shall have the right to remove any and all improvements placed upon the described premises by Lessee, upon expiration of the terms and conditions of this lease, or if terminated by law; provided, however, that all said improvements remaining upon the land 90 days after expiration, termination or notice thereof by Lessor to Lessee made for any reason herein authorized, shall become the property of Lessor, and provided further that, in any event, Lessee shall leave the premises free from litter and debris and in an orderly condition, and in the event that any amount of clean-up or removal of debris is necessary after said 90-day period, Lessee hereby agrees to pay the costs incurred by Lessor to accomplish such clean-up and/or removal of debris.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed signatures and seals this 14th day of May, 1981.

CITY OF STEVENSON, Lessor:

By: James C. Wright
Mayor of the City of Stevenson

ATTEST:

Hilda L. Black
Clerk of the City of Stevenson

PORT OF SKAMANIA COUNTY, Lessee:

By: Robert E. Smith

By: Robert H. Tichenor

By: _____
COMMISSIONERS

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING WAS BY _____

John Kelpinski

OF Stevenson, Wash.

AT 11:25 A.M. 7/10 81

WAS RECORDED IN _____

OF Book 6 Page 473

RECORDS OF SKAMANIA COUNTY, WASH.

Paul Messinger
COUNTY AUDITOR

V. Salomon DEPUTY

Registered X
Indexed Di
Indirect 11/10
Recorded X
Mailed _____