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LEASE WITH OPTION TO PURCHASE

By this agreement made and entered into on 5th day of March, 1984, between HAZEL O. PRICE, herein referred to as Lessor, and the PORT OF SKAMANIA COUNTY, herein referred to as Lessee, Lessor leases to lessee the premises situated at Stevenson, County of Skamania, State of Washington and more particularly described as follows:

Lots 25 and 26, and the North Half (N 1/2) of Lot 27 of Block K of the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

for a term of ten (10) years, to commence on March 5, 1984, and to end on February 5, 1994.

SECTION ONE

Rent

Lessee agrees to pay, without demand, to Lessor, as rent for the demised premises the sum of ONE DOLLAR (\$1.00) per year in advance on March 5th of each year during the period of this lease beginning March 5, 1984, at 214 N. 28th, Vancouver, Washington 98660, or at such other place as Lessor may designate.

SECTION TWO
Use of the Premises

The demised premises shall be held and maintained by Lessee for the public as a park. Lessee shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities having jurisdiction over the premises.

SECTION THREE

Utilities and Fees

1. Lessee agrees to pay all charges for water, garbage, and any other utilities and services to the premises during the term of this lease.

SECTION FOUR
Acceptance of Premises

The property has been inspected and is accepted by Lessee in its present condition.

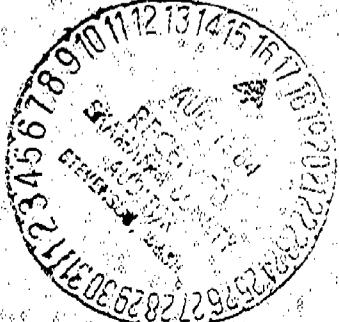
SECTION FIVE
Allegations

"Lessee may make alterations, additions, and improvements on said premises consistent with their use as a public park. In the performance of such work Lessee agrees to comply with all laws, ordinances, rules and regulations of any governmental

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TRANSACTION EXCISE TAX

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10. *Leucosia* sp. (Diptera: Syrphidae) was collected from the same area as the *Chrysanthemum* plants.



authority having jurisdiction and to hold Lessor harmless from damage, loss or expense incurred thereby. Upon termination of this lease and upon Lessor's request or Lessor's approval, Lessee shall remove such improvements and restore the premises to their original condition within sixty (60) days after the termination date, at Lessee's sole cost and expense. Any improvements not so removed shall be removed at Lessee's expense and Lessee shall pay for any damage caused by such removal.

SECTION SIX Liens and Insolvency

Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless against the same.

SECTION SEVEN Accidents and Liability

Lessor or her agents shall not be liable for any injury or damage to persons or property sustained by Lessee or others in and about the premises. Lessee agrees to defend and hold Lessor and her agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.

SECTION EIGHT Costs and Attorney's Fees

If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease shall be in the county in which the premises are situated.

SECTION NINE Option to Purchase

In the event that Lessor shall decide to sell the demised premises prior to termination of this Lease, she shall first offer the property to Lessee for the price and on the terms of the intended sale. Lessee shall have 60 days from such offer in which to accept or reject the same.

SECTION TEN No Waiver of Covenants

Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument.

SECTION ELEVEN Holding Over

If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this lease,

It is agreed that the Port commissioners will
pay the taxes on the property. **BOOK 6 PAGE 924**
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Lessee shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from year to year.

SECTION THIRTEEN,
Binding on Heirs, Successors and Assigns.

The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

SECTION FOURTEEN,
Notice

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at 214 W. 28th, Vancouver, WA 98650 or to the Lessee at P.O. Box 413, Stevenson, WA 98546 or at such other address as either party may designate to the other in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first above written.

LESSOR:

HAZEL O. PRICE
HAZEL O. PRICE

LESSEE:

Port of Skamania County

By: Elmer J. Fink
Larry Hendrickson

STATE OF WASHINGTON)
) ss.
 County of Skamania)

On this day personally appeared before me HAZEL O. PRICE, as Lessor, to me 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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of February, 1984.

Elmer J. Fink
Notary Public in and for the
State of Washington, residing
at Vancouver.

STATE OF WASHINGTON)
) ss.
 County of Skamania)

On this day personally appeared before me Elmer J. Fink, Manager of the Port of Skamania County, as Lessee, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes, therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 1984.

Elmer J. Fink
Notary Public in and for the
State of Washington, residing
at Vancouver.