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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 # 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 W. 25th, 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

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
Alterations

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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Skamania County Treasurer
27000th Ave. Camas, OR 97013

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,

