

## L E A S E

1. This LEASE made and entered into as of the 15th day of August in the year one thousand nine hundred and eighty-six (86) by and between City of North Bonneville, whose address is City Hall, Cascade Drive, P. O. Box 7, North Bonneville, WA 98639 for its heirs, executors, administrators, successors and assigns, hereinafter called the Lessors, and the State of Washington, Columbia River Gorge Commission acting through the Department of General Administration, hereinafter called the Lessee:

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

2. The Lessor hereby leases to the Lessee the following described premises, viz:

Approximately 1,200 square feet of office space in a building complex commonly known as Cascade Drive, North Bonneville, Washington, together with joint use of common parking lot, legally described as Lots C-7, CBD Mall, Cascade Mall, City of North Bonneville, County of Skamania within Section 20, T. 2N., R 7 E, W.M., plats of relocated North Bonneville,

to be used exclusively for the following purposes:

Office for Columbia River Gorge Commission and/or other State agencies.

3. TO HAVE AND HOLD the premises with their appurtenances for the term beginning September 1, 1986 and ending with August 31, 1988

4. The Lessee shall not assign this lease in any event, and shall not sublet the premises except to a desirable tenant, and will not permit the use of the premises by anyone other than the Lessee, such sublessee, and the agents and servants of the Lessee, or of such sublessee.

5. This lease may, at the option of the Lessee, be renewed for two (2) years at a monthly rental to be negotiated.

5A. It is provided that, should program funds not be allocated, there is expressly reserved to the Lessee the right and option to terminate this lease and to relinquish and give up said premises by giving notice to the Lessor at least ninety (90) days prior to the date of termination.

6. The Lessor shall furnish to the Lessee, during the occupancy of the premises, under the terms of this Lease, as part of the rental consideration, the following:

Real estate taxes, all property assessments, insurance and maintenance (as further described in Paragraphs 8 and 14 of this lease).

7. The Lessor shall, on or before September 1, 1986, complete in a good and workmanlike manner, the following: repaint interior, as needed; relocate one counter; shampoo existing carpets; add six inches (6") of ceiling insulation; carpet front office work space.

8. The Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

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9. The Lessee shall have the right during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this lease, with written approval of the Lessor.

10. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

11. The Lessee shall pay the Lessor for the premises rent at the following rate:  
Two-hundred-sixty-one dollars and seventy-nine cents (\$261.79) per month.  
Payment shall be made at the end of each month upon submission of properly executed vouchers.

12. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises totally unfit for occupancy, or the Lessor neglects or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforementioned agencies, the rent herein agreed to be paid shall be abated from the time or occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment of rent to be paid.

13. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed hereon in writing. And it is further understood that this lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of General Administration of the State of Washington and approved as to form by the office of the Attorney General.

14. Lessor's maintenance obligations under Paragraph 8 shall include the existing mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating and ventilating systems; inside and outside walls (including windows) except as provided for in Paragraph 9 as Lessee obligations; all structural portions of the building (including the roof and the water-tight integrity of same); sidewalks; parking lot (including lighting and snow removal, clearing and restriping as required); drainage; landscaping and requirements to provide access to the premises for the handicapped.

The Lessee shall contract or otherwise provide for all janitorial services to maintain the premises in good tenable and clean condition at all times during the continuance of this lease, including care and cleaning of all sinks, toilets, floor coverings, windows, walls, doors and other fixtures normally cleaned and serviced by janitorial services.

IN WITNESS WHEREOF, The parties hereto have hereunto subscribed their names as of the date first above written.



CITY OF NORTH BONNEVILLE

BY: Keith K. Lindham  
TITLE: MAYOR

STATE OF WASHINGTON

COLUMBIA RIVER GORGE COMMISSION

APPROVED AS TO FORM:

DATE: September 22, 1986

BY: Jean M. Wilkinson  
Assistant Attorney General

for the Department of General Administration

Acting through the Department of General Administration

BY: V. A. Hawley  
V. A. Hawley, Division of Real Estate  
for Mary G. Faulk, Director

STATE OF WASHINGTON,

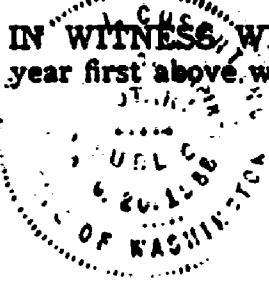
County of Skamania

ss.

On this 27th day of August, A. D., 1986, before me personally appeared Keith K. Windham, to me known to be the Mayor

of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Paul J. Lovette*  
Notary Public in and for the State of Washington,  
Residing at Stevenson

STATE OF WASHINGTON,

County of

ss.

I, the undersigned, a Notary Public, do hereby certify that on this day of 19, personally appeared be

to me known to be the individual described in and who acknowledged that signed and sealed the same as for the uses and purposes therein mentioned.

Given under my hand and official seal this

Notar

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OFFICE OF ATTORNEY GENERAL

STATE OF WASHINGTON,  
County of Thurston

ss.

I, the undersigned, a Notary Public, do hereby certify that on this 25th day of September, 1986, personally appeared before me V. A. Hawley

Division of Real Estate  
Director, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said lease.

Given under my hand and official seal this 25th day of September, A. D., 1986

FILED FOR RECORD  
SKAMANIA CO. WASH

*By: [Signature]*

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*E. M. Ford*

AUDITOR

MARY M. OLSON

*Mike [Signature]*  
Notary Public in and for the State of Washington,  
Residing at Olympia

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