

026837

8004 05 JAN 01

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Application No. 56567

THIS LEASE, Made and entered into this 19th day of December,
1963, by and between the STATE OF WASHINGTON, acting by and through the Department
of Natural Resources, hereinafter called the State, and _____
SKAMANIA COUNTY, Washington, hereinafter
called the Lessee.

WITNESSETH:

1. Description. The State, for and in consideration of the rentals hereinafter provided and the covenants and agreements hereinafter contained, hereby demises lets and leases unto the Lessee the following described School Lands situated in Skamania County, Washington, to wit:

Commencing at the quarter corner between Sections 9 and 16 of Township 3 North, Range 10 East, W.M., as marked by a County Engineer's brass monument. Thence south along the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of above noted Section for a distance of 450 feet to the true point of beginning. Thence from true point of beginning south along said west line a distance of 60 feet; thence east a distance of 500 feet; thence north parallel with west line a distance of 660 feet; thence west 500 feet to point of beginning. The tract described contains 7.58 acres, more or less, including right of way for county road.

2. Purpose. The premises are to be used exclusively for garbage dump purposes. The premises shall not be used for any other purpose without the written consent of the State.

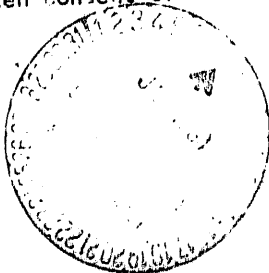
3. Length of Term. The term of this lease shall begin on the 1st day of January, 1964, and shall end on the 1st day of March, 1973.

4. Rental. The Lessee agrees to pay to the State at the offices of the Department of Natural Resources in the Public Lands-Social Security Building, P.O. Box 110, Olympia, Washington, rental for the premises as follows:

(a) A yearly rental of \$50.00 payable in advance on or before the first day of January of each and every year of the lease period.

5. Operations on Premises.

(a) No construction or improvement to the premises shall be permitted without the written consent of the State except the basic requirements for the garbage dumping.



(b) Prior to use of this area as a garbage site the area east of the county road which is in existence on May 1, 1963, and within the limits of the lease area shall be cleaned of all trees and brush. If any merchantable trees are on the site, they shall be paid for at the rate set by the State, using normal methods of appraisal.

(c) Garbage dumping shall commence in the extreme eastern edge of the site. A trench for dumping into shall be dug on the contour. The trench shall be a minimum of six feet deep. The garbage in the pit shall be covered with mineral soil not less than once every two weeks during the warm season and once every four weeks during the cool season.

(d) All trenching and covering shall be done to a standard set for sanitary fill garbage sites, and shall be acceptable to the County Sanitarian and the State. The pit may be burned in accordance with RCW 76.04.150 (closed season permits).

(e) A woven wire fence not less than 42 inches high shall be constructed around the area east of the county road.

(f) Dump users are to dump garbage into trench and not close by.

(g) It is expressly understood that the construction, improvements, operation, repair, etc., made or performed under this lease shall be at the sole cost and expense of the Lessee. The Lessee shall furnish all utilities and shall obtain all federal, state and local permits and licenses necessary to perform the terms, conditions, and covenants of this lease.

(h) The Lessee shall not use or remove any valuable material from the premises without express authority from the State.

6. Assessment.

(a) The Lessee shall pay all assessments that may lawfully be charged to a leasehold on State lands under Chapter 79.44 RCW, whether or not such assessments have been levied against the leasehold by the assessing agency.

(b) The Lessee shall pay all assessments that may lawfully be charged to a leasehold on State lands under any other statute, whether or not such assessments have been levied against the leasehold by the assessing agency.

7. Improvements. The State may, but is not obligated to, make any improvement or repair of any kind on or to the premises. All improvements to the condition of the land itself in the general classification of, and including, but not limited to,

water development, landscaping, tree planting, grading, land leveling, grass seeding, fencing and road or sidewalks shall be the property of the State and the Lessee shall have no interest in or arising out of such improvements. All other improvements (as defined in RCW 79.01.036) made upon the premises shall become the property of the State upon the happening of one or more of the following events:

- (a) This lease is terminated by reason of the default of the Lessee;
- (b) Improvements are made upon the premises without prior written Order of the State authorizing the improvements and fixing the maximum improvement value; or
- (c) Improvements are made upon the premises with the prior written Order of the State authorizing the improvement and fixing the maximum improvement value (hereinafter designated authorized improvements), but said authorized improvements remain upon the premises more than sixty days after the expiration or surrender of this lease; provided, however, that for a period of three years from the date of said expiration or surrender said authorized improvements shall be held subject to purchase by any subsequent purchaser or lessee of the land at their value as determined in accordance with RCW 79.01.036 (which value shall in no event exceed the maximum improvement value fixed by the Order permitting the improvements) and said purchase price shall be paid to Lessee; provided further, however, that authorized improvements capable of removal without injury or damage to the premises may be removed by the Lessee at any time within sixty days after expiration or surrender of this lease.

8. Lease Recorded. Lessee shall record this lease with the County Auditor of Skamania County within 30 days after lease is executed.

9. Condition of Premises and Liability. The premises have been inspected by the Lessee and are accepted in their present condition. Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the premises or arising out of operations on the premises. Closure of all or of a portion of the area near or surrounding the premises for any reason beyond the control of the State or closure by the State or other agency of the State of Washington because of nuisance shall not be a basis of claim against the State.

10. Repairs. The Lessee will at all times keep existing and future improvements made to or placed upon the premises in as good repair as they now are or may hereafter be put to, except for reasonable wear and tear and damage by fire or other

unavoidable casualty. All repairs shall be at the Lessee's sole cost and expense.

11. Access. State shall have access to the premises at all reasonable times for the purpose of securing compliance with the covenants and agreements of this lease.

12. Use of Premises. No additional construction or improvement on or to the premises shall be permitted without the written consent of the State.

13. Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel this lease at the State's option.

14. Assignment and Subletting. No assignment or subletting of this lease shall be valid without the prior written consent of the State.

15. Liens. Except where the prior written consent of the State has first been had, neither the Lessee nor anyone claiming by, through, or under the Lessee shall have any right to file or place any lien of any kind or character whatsoever upon the premises, or upon any of the improvements now or hereafter made on or to the premises, and notice is hereby given that no contractor, subcontractor, or anyone else that may furnish any material, service, or labor for any buildings or improvements, alterations, repairs, or parts thereof at any time, shall be or become entitled to any lien thereon whatsoever. For the further security of the State, the Lessee agrees to give actual notice of this provision in advance to all contractors, subcontractors, or other persons, firms, or corporations that may furnish any such material, service or labor.

16. Time of the Essence - Non-waiver of Rights. With respect to the payment of rent, and to each of Lessee's covenants, and to each condition which when fulfilled, gives rise to an obligation of the State, it is hereby agreed that time is of the essence; however, the failure of the State to insist upon strict performance of any of the covenants, agreements, and conditions of this lease or to exercise any option conferred shall not be construed as a waiver or relinquishment of any such covenant, agreement, condition, or option, but the same shall remain in full force and effect.

17. Covenant Binding Successors. The covenants, conditions, and terms of this lease shall be binding upon the respective parties and their heirs, successors, and assigns.

18. Default and Re-entry. If any rents reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the Lessee shall violate or default in any of the covenants and agreements herein contained, then the State may cancel

3004 05 05

this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry by the State the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and the Lessee covenants and agrees to make good to the State any deficiency arising from the re-entry and re-letting of the premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each year as the amount thereof is ascertained by the State.

IN WITNESS WHEREOF, The parties hereto have executed this lease in duplicate the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

SKAMANIA COUNTY

By Levi W. Demason Chairman
County Commissioner Title

al
App. No. 56567

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

DECISION

SKAMANIA COUNTY
c/o Skamania County Engineer
P.O. Box 411

Stevenson, Washington

Date DEC 20 1963

Application No. 56567

RIGHT TO LEASE CONFIRMED

The Skamania County (Auditor - Treasurer) has certified that you were the highest bidder at public auction for the lease of public lands of the State of Washington as described in the attached lease.

The Commissioner of Public Lands approves the lease of such lands to you under the terms as set forth in the attached lease, PROVIDED THAT YOU SHALL sign both the original and duplicate copy of the attached lease in the presence of two witnesses and return both copies to the Commissioner within 30 days after receipt.

The applicant shall have 15 days after receipt of this decision to request a hearing under RCW 34.04.090 through 34.04.120 to determine any legal rights, duties, or privileges affected by this decision.

The Commissioner acknowledges payment of the sum of \$ 55.00 to be applied as follows:

Bonus Bid	\$ - - -
First year's rental	50.00
Lease fee	5.00
Total	\$55.00

Balance Due None

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BERT L. COLE
Commissioner of Public Lands

BY James V. Cotton
James V. Cotton
Office Manager

al
(Share crop, Agricultural and
Grazing public auction leases)
M-179
10/10/63

cc: Kenneth E. Herman
Ephrata