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

Case No. 57548

By this Lease, by and between the State of Washington, acting by and through the Department of Natural Resources, hereinafter called the State, and the TOWN OF STEVENSON, hereinafter called the Lessee, the State leases to the Lessee the following described Scientific Lands in Skamania County, Washington, on the terms and conditions stated herein, to wit:

N $\frac{1}{4}$ N $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , and SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 34, Township 3 North, Range 7 East, W.M., containing 280 acres, more or less, according to the government survey thereof.

Subject to easement for right of way for a road granted to Bonneville Power Administration under Application No. 22718.

Subject to easement exchange granted to Stevenson and Carson Lumber Co. under Application No. 14517.

Subject to any rights that may be granted under pending Application to Purchase Timber No. 15604.

## SECTION 1 OCCUPANCY

1.01 Term. This lease shall commence on the 1st day of September, 1972, and continue to the 1st day of September, 1982. This lease is issued under authority of RCW 79.01.414.

1.02 Renewal. The Lessee shall have the right to the extent provided by law, to apply for a re-lease of the site.

## SECTION 2 USE OF THE SITE

2.01 Permitted Use. The site shall only be used for the purpose of watershed.

## SECTION 3 RENTAL

3.01 Amount. The Lessee shall pay to the State at Olympia, Washington 98504, in advance of 1972 for term of lease.

## SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the site at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.02 Access. The State reserves the right to grant easement and other land uses on the site to itself and others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the site or interfere unduly with the plan of development for the site. No easement or other land uses shall be granted until damages to the leasehold shall first have been ascertained by the State and paid to the Lessee by the applicant for the easement or other land use.

4.03 Forest Management. The State reserves the right to harvest timber from leased area with proper precautions to protect the watershed. Also, other forest management practices may be carried on such as planting, thinning, brush eradication, weed free removal, etc.

4.04 Restrictions on Use. In connection with use of the site the Lessee shall:  
(1) Except as provided in the plan of development, the Lessee shall cut no State timber or remove State owned valuable material without prior written consent

App. No. 57548

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of the State. The Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State, before cutting timber or removal authorization is granted even though such may be necessary to fit the plan of development;

(2) Take all reasonable precautions to protect the land and improvements on the leased site from fire, make every reasonable effort to report and suppress such fires as may affect the leased site, and shall be subject to applicable fire laws affecting the leased site;

(3) Not allow debris or refuse to accumulate on the leased site.

#### SECTION 5 REQUIREMENTS

5.01 Assignment and Sub-lease. This lease or any portion thereof may not be assigned nor may the lands held hereunder be sublet without the written consent of the State.

5.02 Duty. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements installed pursuant to this lease (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. The State, or any authorized agency, shall have the legal right to inspect the premises and improvements thereon. The Lessee shall carry, or he shall require his Sub-lessees to carry, a sufficient amount of fire and casualty insurance to cover the replacement cost of any or all improvements that may be damaged by fire or other casualty. In the event of fire or casualty damage to any or all of the improvements, the paid insurance benefits shall be used to immediately replace said improvements in a manner subject to reasonable approval by the State, or at the option of the Lessee, the proceeds from such insurance may be paid to the State in lieu of replacing said improvements.

5.03 Condition of Site and Liability. The site has been inspected by the Lessee and is accepted in its present condition. Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the site or arising out of operations on the site.

5.04 Assessments. The Lessee shall pay the annual payments on all assessments and taxes that are charged now or may be charged in the future to the land or the improvements thereon.

5.05 Leasehold Taxes. If during the term of this lease the laws relating to the imposition of leasehold taxes levied on leaseholds on publicly owned land are changed, or where the county in which the leasehold is located imposes a leasehold tax on this leasehold where it has not imposed such taxes before, or where the general basis of determining the tax changes due to compliance by the various counties with existing law relative to the taxing of such leasehold, and the appraisal by the department of the fair market value of the lease is based upon the fact no such tax is imposed, or on a general basis different than that required by existing law; the rental required herein shall be adjusted by the State to the extent such changes affect the fair rental value. Nothing herein shall, however, require a change in the rent solely because of a change in the rate or amount of taxation in such fair rental value.

5.06 Default. If any rent shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the State may cancel this lease, provided the Lessee has been notified of the rental due, the violation or the default, 60 days prior to said cancellation.

5.07 Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in payment to the lending agency, the State upon request by the lender shall assign the lease to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.



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

Lease No. 57548

By this lease, by and between the State of Washington, acting by and through the Department of Natural Resources, hereinafter called the State, and the TOWN OF STEVENSON, hereinafter called the Lessee, the State leases to the Lessee the following described Scientific Lands in Skamania County, Washington, on the terms and conditions stated herein, to wit:

N 1/2, W 1/2, and SW 1/4, Section 34, Township 3 North, Range 7 East, 60M., containing 280 acres, more or less, according to the government survey thereof.

Subject to easement for right of way for a road granted to Homeville Power Administration under Application No. 22713.

Subject to easement exchange granted to Stevenson and Carson Lumber Co. under Application No. 34517.

Subject to any rights that may be granted under pending Application to Purchase Timber No. 35604.

SECTION 1 OCCUPANCY

1.01 Term. This lease shall commence on the 1st day of September, 1972, and continue to the 1st day of September, 1982. This lease is issued under authority of RCW 79.01.414.

1.02 Renewal. The Lessee shall have the right to the extent provided by law to apply for a re-lease of the site.

SECTION 2 USE OF THE SITE

2.01 Permitted Use. The site shall only be used for the purpose of watershed

SECTION 3 RENTAL

3.01 Amount. The Lessee shall pay to the State at Olympia, Washington \$2500, in advance \$100.00 for term of lease.

SECTION 4 PRESERVATION

4.01 Compliance. The State shall have access to the site at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.02 Access. The State reserves the right to grant easements and other land uses on the site to itself and others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the site or interfere unduly with the plan of development of the site. No easement or other land uses shall be granted until damages to the leasehold shall first have been ascertained by the State and paid to the Lessee by the applicant for the easement or other land use.

4.03 Forest Management. The State reserves the right to harvest timber from leased area with proper precautions to protect the watershed. Also, other forest management practices may be carried on such as planting, thinning, brush eradication, weed tree removal, etc.

4.04 Restrictions on Use. The collection of logs or other debris on the site shall be as provided in the plan of development. The Lessee shall not remove or destroy any valuable material without prior written consent.



of the State. The Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State, before cutting timber or removal authorization is granted even though such may be necessary to fit the plan of development;

(2) Take all reasonable precautions to protect the land and improvements on the leased site from fire, make every reasonable effort to report and suppress such fires as may affect the leased site, and shall be subject to applicable fire laws affecting the leased site;

(3) Not allow debris or refuse to accumulate on the leased site.

#### SECTION 5. REQUIREMENTS

5.01 Assignment and Sub-lease. This lease or any portion thereof may not be assigned nor may the lands held hereunder be sublet without the written consent of the State.

5.02 Duty. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements installed pursuant to this lease (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. The State or any authorized agency shall have the legal right to inspect the premises and improvements thereon. The Lessee shall carry, or he shall require his Sub-lessees to carry, a sufficient amount of fire and casualty insurance to cover the replacement cost of any or all improvements that may be damaged by fire or other casualty. In the event of fire or casualty damage to any or all of the improvements, the said insurance benefits shall be used to immediately replace said improvements in a manner subject to reasonable approval by the State; or at the option of the Lessee, the proceeds from such insurance may be paid to the State in lieu of replacing said improvements.

5.03 Condition of Site and Liability. The site has been inspected by the Lessee and is accepted in its present condition. Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the site or arising out of operations on the site.

5.04 Assessments. The Lessee shall pay the annual payments on all assessments and taxes that are charged now or may be charged in the future to the land or the improvements thereon.

5.05 Leasehold Taxes. If during the term of this lease the laws relating to the imposition of leasehold taxes levied on leaseholds on publicly owned land are changed; or where the county in which the leasehold is located imposes a leasehold tax on this leasehold where it has not imposed such taxes before; or where the general basis of determining the tax changes due to compliance by the various counties with existing law relating to the taxing of such leasehold; and the appraisal by the department of the fair market value of the lease is based upon the fact no such tax is imposed, or on a general basis at least that is required by existing law, the rental required herein shall be adjusted by the State to the extent such changes affect the fair rental value. Nothing herein shall, however, require a change in the rent solely because of a change in the rate or amount of taxation in such fair rental value.

5.06 Default. If any rent shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the State may cancel this lease, provided the Lessee has been notified of the rental due, the violation or the default, 60 days prior to said cancellation.

5.07 Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in payment to the lending agency, the State upon request by the lender shall assign the lease to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.



## SECTION 6 MISCELLANEOUS

6.01 NO Partnership. The State is not a partner nor a joint venturer with the Lessee in connection with business carried on under this lease and shall have no obligation with the respect to the Lessee's debts or other liabilities.

6.02 Warranty. The State warrants that it is the owner of the leased site and has the right to lease it free of all encumbrances except those set out under the description of the leased premises.

6.03 Non-Waiver. Waiver by either party of strict performance of any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

6.04 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover costs including such sum as the court may adjudge reasonable as attorney fees.

6.05 Succession. Subject to the limitations as stated in Section 5.01 and 5.06 on transfer of the Lessee's interest, this lease shall be binding upon and inure to the parties, their respective successors and assigns.

6.06 Notices. Any notice required or permitted under this lease shall be given when actually deposited in the United States mail as certified mail addressed as follows: to the State: Department of Natural Resources, Public Lands-Social Security Building, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block or as specified in writing by the Lessee.

6.07 State's Right to Cure Defaults. If the Lessee is in default by failure to perform any covenant(s) of this lease, the State shall have the option to correct the default or cancel the lease after sixty (60) days' written notice to the Lessee. All of the State's expenditure to correct the default shall be reimbursed by the Lessee on demand with interest at the rate of 8% per annum from the date of expenditure by the State. The written notice shall have no effect if the Lessee cures the default specified in the notice during the 60 day period.

6.08 Lease Recording. Within 30 days after receipt of this lease, a notification of leasing is to be recorded by the Lessee with the Skamania County Auditor's office located in Stevenson, Washington.

## SECTION 7 OPERATION OF SITE

7.01 Plan of Development. Prior to the construction of any facilities or improvements on or to the site, the Lessee must submit to the State, for its written approval, a general plan of development. Such approval by the State will not be unreasonably withheld.

7.02 Operational Uses and Responsibilities. In conjunction with the operation of the site, all construction, improvements, operation, repair, etc., made or performed under the lease shall be at the sole cost of the Lessee or Sub-lessees. 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.

## SECTION 8 IMPROVEMENTS

8.01 Unauthorized Improvements. All improvements made on or to the site without the written consent of the State shall immediately become the property of the State.

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8.02 Ownership of Improvements. All buildings and improvements, excluding removable personal property and trade fixtures, on the leased site will remain on said site after termination or expiration of this lease if this lease is not renewed, shall thereupon become the property of the State.

The Lessee expressly agrees to all covenants herein and binds himself for the payment of the rental hereinbefore specified.

Executed this 28<sup>th</sup> day of November, 1972.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

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

Signed this 22nd day of November, 1972.

TOWN OF STEVENSON

[Signature] Treasurer-Clerk  
Title

Stevenson, WA 98648

App. No. 57548  
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STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY

[Signature]  
OF [Signature]

AT 2:15 P.M. 5-17-77

WAS RECORDED IN BOOK 5

OF Page 787 AT PAGE 786

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]  
COUNTY CLERK

[Signature]  
COUNTY AUDITOR

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