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

ease 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 ETEVENSON, hereinafter called the Lessee, the State 1sases to the Lessee the following described Sciencific Lands in Skamania County. Washington, on the terms and conditions stated herein, to wit

NANA, Waswi, and Swissia, 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 so Stevenson and Carson Lumber Co. under Application So. 14517.

Subject to any rights that may be granted under pending Application to Purchase Timbe. Fo. 35604.

#### SECTION 1 OCCUPANCY

- 1.01 lerm. This lease shall commune on the last day of September, 1972, and continue to the last day of September, 1922. This least is issued under authority of RCW 79.01.414.
- 1.02 Renewal. The Lesses shall have the right to the extent provided by law, to apply for a re-lesse of the site.

## attion 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. he Lasses shall pay to the State at Olympia, Washington 98574, in advance . . . . for term of Lease.

#### SECCION 4 INSURVATIONS

- 4.01 Compliance. The Ftate shall have access to the sit at all remonable 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 its: 15 and others when the easement or other Land uses applied for will not unduly interfere with the use to which the Lesser is putting the ite or interfere unduly with the plan of development for the site. No ecoment or other land uses shall be granted outil damages to the lessehold shall first have been encertaised by the State and paid to the Lesses by the applicant for the easement or of a land use.
- 4.0. Force: Management. The State reserves the cight to harvest timber from leased aren with proper precdutions to protect, the watershed. "Two, other forest renagement practices may be carried on such as planting, thinking, brush eradication, weed free removal, etc.
- 4.04 Restrictions by Vee. In connection with whe of the size the Lessee shall:

  (1) Except as provided it the plan of development, the Lessee thall cut no State clubs. Or resove State owned valuable material without prior written consent.

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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 preca "ions 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 applie ble fire laws affecting the leased site.

(3) Not allow debris or refuse to accumulate on the leaser 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 ..! 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 horselfter 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 s'all 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 line or asualty damage to any or all of the improvements, the paid insurance benefits that is be used to immediately replace said improvements in a manner subject to researche approval by the State, or at the option of the Lessee, the proceeds from such insurance right period of the Lessee, the proceeds from such insurance right period of the Lessee, the proceeds from
- 5.03 Condition of Site and Limbility. The site has been inspecial 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.
- 5.94 Assessments. The Lessee shall positive 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 Leaghold Taves. If during the torm of this lease the laws relating to the imposition of leasehold taxes levied on leaseholds on publicly object land are changed or where the county in which the learehold is located imposes a leasehold tax on this leasehold where it has not imposed such taxes before or where the gameral basis of determining the two changes due to compliance by the verious counties with existing law relatine to the taxing of such leasehold, and the appraisable 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 central required herein shall be adjusted by the scate to the extent such changes affer the fair rental value. Tothing herein shall, however, require a change in the rest solely because of a change in the rate or amount of resation is such fair results.
- 5.06 Detault. I' any root shall be and remain unpaid when the same shall become Jue, or .f 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 ruhal due, the violation or the default, 60 days prior to said cancellation.
- 5.07 Insolvency of Lessee. If the Lessee becomes insolvent or lankrupt, or if a receiver is appointed, the State may cancel, at its option, the lesse unless the lesse has been used as collateral with the State's consent. If the Lessee should dot alt in payment to the lending agency, the State upon request by the lender shall assign the lesse to the lending agency who may, thereafter, either operate the lease, site or, with the approval of the itate, assign the lease.

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lease, by and between the State of Weshington, acting by and through the Depaytment of Natural Resources, herelhafter called the State, and the TOWN OF STEVENSON, hereinafter called the leases, the State leases to the Leases the forzowing described Scientific Lands in Skamania County, Washington, on We arms and conditions stated herein, to wit:

HERT L. COLE, Commissioner of Public

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### # Section-1: occup Anov.

1.01 Term. This lease shall commence on the lat day of September 1972, and continue to the lat day of September, 2.38. In lease 8 is used unler suthority of ncw.79.01.414.

1.02 Renewal. The Resser shall have the right to the e tent provided by law to apply for a re-lesse of the site.

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## SECTION STRENTAL

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# SECTION 4 DESCRIPTIONS

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4.05 o Forset Managueno. The Opave reserves the tight to Enrylat timber from leason varies with Proper free without on a protect the warra hod. Also, other forest management practition may be justiful on such as planting, thinning trust eradication, weed tree

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5.03 (Condition of Site and Liabition. The site has been inspected by the Legse and is accepted in its present condition. Lesses and es to defend and hold the State humiless from any and all claims suffered or all end to be suffered on the site or arising out of operations on the site.

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5.05 Leasehold Taxes. If suring the coum of this leases the laws relating to the imposition of leasefuld are level on leaseholds on pull cly owner land need elsated; or where the country in the the teaschold the cate imposes a leatehold the on this lease of determining to the not imposed such at least of the various countries with existing law elsting to the taxing of such 1 school, and the appraisal by the department of the last market value of the lease is bridd upon the last on such taxis imposed, or on a governlebs the lease is bridd traditionally the mital require area in shall be add usted by the Still to the stent such charges at fact the fair shall be add usted by the Still to the stent such charges at fact the fair shall value. Not in herain shall, however, tequire a change in the cont solely scales of a chong in the rate of amount of taxation in such fair cent to value.

Side Dafault. If any rolt shall be and remain unpaid when the same shall become due for life lessee thall violate or default in my of five covenants and agreements herein contained, then the State may cancer this lesse, provided the lessee last been notified of the rental due; the widleton or the default; 60 days prior to wait concellation.

\$,07 Institutes of Telegraph of the Lesson becomes insolvent or Landrupt, or if a receiver is appointed, the State May rance? Tathatal option, the lesson the state May rance? The State of Consont. If the Lesson the Lesson will be collaborated with the State of Consont. If the Lesson hould spiceaus in rey out the lending agency, the disky upper request by the Leason to the lending agency byto may, represent the Lesson to the Lending agency byto may, represent the Leason to the spiral of the State; and the Leason to the spiral of the State; and the Leason to the Leason to

### SECTION 6 MISCELLANEOUS

(#6.01 <u>NO Partnership</u> The State is not a partner nor a joint venturer with the season in connection the business carried on under this lease and shall have no biligation with the respect to the leases's delts or other liabilities.

- 6 02: Warranty: The State varrants that it is the owner of the leased site and is the right to lease it to of all cicumbrances except those per out under the description of the leased premises.
- 6.0) Non-Walver. Waiver by either part of strict performance of any provisions of this lease shill not be a waiver of nor projudice the party's right to require atrict performance of the same provision in the future or of any other provision.
- 6.06 Attorney Fees. If suit of ction is instituted in connection with any contributer, arising out of this lase, the prevailing party shall be cutified to recover costs including such suit as the court may adjudge reasonable as attorney fees.
- 6.05 Succession. Subject to the limitation as sorted in Rection 5-5.01 and 3-5.06, on transfer of the Lessee 8 interest, this lasse 8 11 be build apon and inure to the parties, their respective successors and assigns.
- 6:06 Notices. Any notice required of permitted under this case shall be given when actually deposited in the United States miles entitle must addressed an follows: to the States Department of Natural Resources Publa, Lands-Social, Security Building, Olymum, Washington 19504. To the Lissee A 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 Defauls. I the lease is in default by filler the perform any covenant(s) of this lease the State half have the option to course the default or cancel the lease after sizty (60) days written notice to the Lessee. (All of the State's expenditure to correct the default shall be rembursed by the Lessee on default in interest at the rate of 87 per annulation, the descent of expenditure by the cate, he will notice shall have no exact if the lessee, cures the default specified in the notice during the 60 day pariod.
- 6.08 Lease Recoving. Thin 30 tays after receipt of this leas, a contrication of leasing is to be recoved by the Leases with the Skamma County Avd. of soctofice located in Stevenson, Washington.

# SECTION 7 CHERACION OF SITE

- 7.01 Plan of Diviopment. Pr/ t to the construction of any facilities or improvements on or to the site, the lessee must object to the state, for its written approval, a general plan of development, such approval by the State will not be increasonably withheld.
- 7.02 Operational Uses and Responsibilities. In conjunction view the operation of the late, all construction, improvements of the Lease of Eub-leases. The Lease whall be at the sole cost of the Lease of Eub-leases. The Lease thall furnish all utilities and shall often all recent, State and local fermits and dicenses necessary to perform the terms, conditions and government of this lease.

## SECTION BELIEVED VICUENCE

3.01 Unsathorized improvements. All improvements hale on or to the site without the witten consecutof the State shull immediately belong 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 lange site will remain on said site after termination or ca fration of this lenge if this lease is not renewed, shall wareupon 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 128th day of Morrowles. 1972.

state of Washington delakimpy of Natual resources

By Def Comessioner of Public Lands

Signed this 22nd dry of November 10 72

TOWN OF STEVENSON

Treamarer-Clerk

Stevenson, WA 98648

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	COUNTY ALIBITOR

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