

70412

BOOK 5 PAGE 87

STANDARD FORM 2-B FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION GSA (41 CFR) 101-11.601		U.S. Government Lease for Real Property (Short Form)		LEASE DATE 8/15/68 NO. 22 00 2279																
The LESSOR leases to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the described premises on the terms stated herein, including the conditions on the reverse hereof.																				
1. LOCATION OF LEASED PREMISES Approximately 7.7 mi. north of Cook, Washington in T. 4 N., R. 9 E., Sec. 35																				
2. DESCRIPTION OF LEASED PREMISES Site for erection and use of scaling platform and access road thereto, approximately 40 feet wide and 235 feet long. See attached plat.																				
3. TERM. To have and to hold: August 1, 1968 through June 30, 1969 For the term beginning August 1, 1968 through June 30, 1973 this lease From year to year thereafter, but not beyond June 30, 1973 may be renewed by the Government by giving at least 30 days notice in writing to the Lessor before the lease would otherwise expire, said notice to be computed commencing with the day after the date of mailing.																				
4. TERMINATION. The Government may terminate this lease at any time by giving at least 30 days' written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.																				
5. RENTAL. The Government shall pay the Lessor annual rent of \$ 10.00/20.00 at the rate of \$ 10.00/20.00 per year, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Broughton Lumber Co. Cook, Washington 98605																				
6. SERVICES AND UTILITIES (Enter "X" in box for each item to be provided by Lessor as part of lease) <table border="0"> <tr> <td><input type="checkbox"/> (1) HEAT</td> <td><input type="checkbox"/> (5) CHILLED DRINKING WATER</td> <td><input type="checkbox"/> (9) TOILET SUPPLIES</td> </tr> <tr> <td><input type="checkbox"/> (2) ELECTRICITY</td> <td><input type="checkbox"/> (6) AIR CONDITIONING</td> <td><input type="checkbox"/> (10) JANITOR SERVICE AND SUPPLIES (Frequency)</td> </tr> <tr> <td><input type="checkbox"/> (3) POWER (Special equipment)</td> <td><input type="checkbox"/> (7) ELEVATOR SERVICE</td> <td><input type="checkbox"/> (11) INITIAL LAMPS, TUBES, BALLASTS AND REPLACEMENTS</td> </tr> <tr> <td><input type="checkbox"/> (4) WATER (Hot and cold)</td> <td><input type="checkbox"/> (8) WINDOW WASHING (Quarterly)</td> <td><input type="checkbox"/> (12) MECHANICAL VENTILATION</td> </tr> <tr> <td><input type="checkbox"/> (13) OTHER (Specify)</td> <td></td> <td></td> </tr> </table>						<input type="checkbox"/> (1) HEAT	<input type="checkbox"/> (5) CHILLED DRINKING WATER	<input type="checkbox"/> (9) TOILET SUPPLIES	<input type="checkbox"/> (2) ELECTRICITY	<input type="checkbox"/> (6) AIR CONDITIONING	<input type="checkbox"/> (10) JANITOR SERVICE AND SUPPLIES (Frequency)	<input type="checkbox"/> (3) POWER (Special equipment)	<input type="checkbox"/> (7) ELEVATOR SERVICE	<input type="checkbox"/> (11) INITIAL LAMPS, TUBES, BALLASTS AND REPLACEMENTS	<input type="checkbox"/> (4) WATER (Hot and cold)	<input type="checkbox"/> (8) WINDOW WASHING (Quarterly)	<input type="checkbox"/> (12) MECHANICAL VENTILATION	<input type="checkbox"/> (13) OTHER (Specify)		
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7. SPECIAL OR OTHER PROVISION(S) AGREED UPON Rent will be payable at the end of fiscal year. 1/ In order to protect the existing growing stock on the property Government agrees to clear and develop the area on a need basis. Area will be developed for ramp and one road adjacent to existing road first. Rent for limited development will be \$10/year. In the event one road is not sufficient to handle the log truck traffic another road will be constructed. Rent for full scale development will be \$20/year. Renewal of this lease is conditioned upon passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress to so appropriate.																				
LESSOR Broughton Lumber Co. Cook, Washington 98605 <i>Al. Thompson</i> BY <i>Donald M. Stevenson</i> (Signature)																				
UNITED STATES OF AMERICA <i>Lee P. J. [Signature]</i> Acting Regional Administrative Services Officer BY (Signature) (Official title) (See General Provisions on reverse)																				

GENERAL PROVISIONS

1. MAINTENANCE OF PREMISES

The Lessor shall maintain the premises and property furnished under this lease in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make any necessary repairs thereto.

2. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated, no rent shall accrue to the Lessor after such partial destruction of damage; and if not so terminated, the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

3. ALTERATIONS

The Government may make alterations, attach fixtures or signs and erect structures in or upon the leased premises, all of which shall be the property of the Government.

4. CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

5. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

6. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

7. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

8. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies authorized by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

9. FACILITIES NONDISCRIMINATION

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including, but not limited to, the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful action as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

10. EXAMINATION OF RECORDS

(NOTE: This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

11. INSTRUCTIONS

Whenever the lease is executed by an attorney, agent, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing.

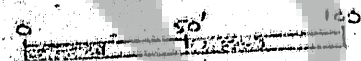
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County Road No. 3087

Parcel located
in NW 1/4, SE 1/4
SEC 35, T4N, R9E W1/2

N 60° E

Scale:



- Construction Boundary
- Power line pole
- R/V boundary
- Lease boundary

DIST. NO. 08
CODE NO.
NFRS NO.
POTENTIAL
ESTABLISHED

DRAWN BY JTS DATE 1/1/74
APPROVED JTS DATE 1/1/74
Clerk, Dist. Ranger
APPROVED DATE
Sup. Supervisor

U.S. DEPT. OF AGRICULTURE
FOREST SERVICE
Bureau of Land Management
THE PACIFIC NORTHWEST REGION

MINIMUM DEVELOPMENT
SITE PLAN
NW 1/4, SE 1/4
SEC 35, T4N, R9E W1/2
SCALE

70413

STATE OF WASHINGTON,
COUNTY OF SCLAMANA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

W.S. Lept & Associates

OF Box 445, Chas. W. W.

AT 11/10 A.M. 1968

WAS RECORDED IN BOOK 5

Officially at Page 87

RECORDS OF SCLAMANA COUNTY, WASH.

W.S. Lept

CLERK

REGISTERED	6
INDEXED	2
INDEXED	1
RECORDED	
COMPUTED	
MAILED	

