

LEASE

1. This LEASE, made and entered into as of the 13th day of April in the year one thousand nine hundred and 79 by and between County of Skamania

whose address is Stevenson, Washington 98646

for its ~~benefit~~ successors, and assigns, hereinafter called the Lessors, and the State of Washington, Employment Security Department 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 800 square feet of office space in a building on the grounds of the Skamania County Courthouse, Stevenson, Washington, situate on a part of the following: Beginning at the northwest corner of Lot 8 of Block 9 of the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence South $55^{\circ}30'$ West 200 feet to intersection with the easterly line of Russell Street; thence North $34^{\circ}30'$ West along the Easterly line of Russell Street to intersection with the Southerly line of Vancouver Avenue; thence following the Southerly line of Vancouver Avenue in a Northeasterly direction to a point North $34^{\circ}30'$ West from the point of beginning; thence South $34^{\circ}30'$ East 228 feet, more or less, to the point of beginning; all in the City of Stevenson, County of Skamania, State of Washington, to be used exclusively for the following purposes: Offices of Employment Security Department and/or other State agencies.

3. To HAVE AND HOLD the premises with their appurtenances for the term beginning May 1, 1979 and ending with April 30, 1981

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 any one 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 years at a monthly rental ~~to~~ to be negotiated.

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:

Premises only. Lessees are to furnish their own utilities and janitor service.

6A. It is mutually understood and agreed by and between the Lessor and Lessee that this lease may be cancelled and terminated by either party provided that written notice of such cancellation and termination shall have been given at least sixty days prior to the effective date thereof, in which event rental shall be prorated to date of termination.

7. Lessor's maintenance obligations under Section 3 shall include, but not be limited to, the mechanical, electrical; plumbing, ventilating, and air conditioning systems (including replacement of filters, ballasts, starters as required); the parking lot surface (including bumpers and striping); floor coverings; venetian blinds; inside and outside walls (including windows); all structural portions of the building; and continuous satisfaction of all applicable governmental requirements for office occupancy (example, fire, building codes, etc.).

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.

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.

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:

Ninety Dollars (\$90.00) 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..... neglect..... or refuse..... 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 aforesaid 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. Lessee agrees to hold Lessor harmless from any liability or claims for damage or injury to property or persons on or about leased premises which are occasioned by the use of the leased premises and are caused by the act of Lessee, its agents or employees, except as may arise from breach of agreements of this lease by Lessor. Nothing herein shall be construed to relieve Lessor of liability from its own negligence, or that of its agents or employees.

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

COUNTY OF SKAMAHIA

By Dean E. Ewing
(Lessor—If corporation, give title)

[SEAL]

STATE OF WASHINGTON

APPROVED AS TO FORM:

EMPLOYMENT SECURITY DEPARTMENT

Acting through the
Department of General Administration

Date

JUNE 5, 1979

By

Lyndell Williams
Assistant Attorney General.

By

W. H. Smith
Senior Assistant Director.