

90952

U.S. POSTAL SERVICE

LEASE

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MAIN OFFICE, STATION, BRANCH, ETC.

Main Post Office

CITY, COUNTY, STATE AND ZIP CODE

North Bonneville, Skamania County;  
Washington 98639

1. This LEASE, made and entered into this first day of July, 1980, by and between

Harold V. Grenoble and Margaret L. Grenoble

hereinafter called the Lessor,

whose address is

P. O. Box 380  
Norco, CA 91760

for Lessor and Lessor's heirs, executors, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

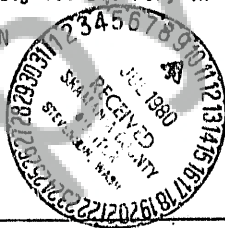
WITNESSETH: The parties, hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby, leases to the Postal Service the following described premises, viz.:

All that certain plot or parcel of land situated in Skamania County, State of Washington described as all of Lot C-23 of the Subdivision Plat of the Central Business District in the S.M. Hamilton Donated Land Claim No. 40, relocated City of North Bonneville in Section twenty (20), Township (2) two north, Range (7) seven east, Willamette Meridian, Skamania County, State of Washington as said Plat was recorded on January 18, 1977, Skamania County auditor number 83466, Book "B" page 14 and also recorded on July 13, 1977, Skamania County auditor number 84429, Book "B" page 30 (42' x 70', 2,940 square feet of land).

TOGETHER WITH ALL IMPROVEMENTS THEREON, including a one-story frame building providing approximately 1,344 sq. ft. of net interior space, a covered slab of approximately 180 sq. ft., a driveway of approximately 520 sq. ft., a covered garbage storage of approximately 56 sq. ft., and a landscaped area of approximately 550 sq. ft., in

NORTH BONNEVILLE, SKAMANIA COUNTY, WASHINGTON



3. TO HAVE AND TO HOLD the said premises with their appurtenances for:

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS
July 1, 1980	June 30, 1990	Ten (10)

4. The Postal Service shall pay the lessor an annual rental of:

Nine thousand six hundred eighty-nine and 52/100 Dollars, \$ 9,689.52  
payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following

NO. YEARS	PER ANNUAL RENTAL	NO. YEARS	PER ANNUAL RENTAL	NO. YEARS	PER ANNUAL RENTAL
(a) Five (5)	\$14,249.52	(c) Five (5)	\$14,400.00	(e) DELETED	
(b) Five (5)	\$11,800.00	(d) Five (5)	\$16,800.00	(f) DELETED	

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term unless stated otherwise herein.

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## 15. Overruns

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for such work in excess of 40 hours in such workweek.

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11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from fire, war, riot, or other causes beyond the control of the Lessor, maintain the premises, including the building and any and all equipment, fixtures, and contents, in good and serviceable condition, whether or not severable or non-severable, furnished by the Lessor under this lease, in good repair and tenable condition. The Lessor shall repair the premises (including but not limited to the walls and ceilings) at least once every 5 years unless the 5-year period is specifically extended in writing by the Contracting Officer) and at any other time that painting may become necessary as a result of fire or other casualty. For the purpose of so maintaining the premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairman, for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the use for which leased.

(c) When the need arises for maintenance or repair or for restoration to a condition suitable for the purpose for which leased, the Postal Service shall (except in emergencies) give the Lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service in the case of work required pursuant to paragraph (b), cancel the lease. In addition, for any period the premises, or any part thereof, is unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unsuitable to the Postal Service by reason of such condition. Unfitness for use does not include unsuitability arising from such causes as design, location of the building or other portion or the leased premises.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company. If the lease before the general benefit of such corporation or company.

13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Postal Service and if the total rental under this lease exceeds \$10,000 per year, or at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of spaces in the building which the space covered by this lease is located exceeds \$10,000 per year.)

(a) As used in this clause, 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, color, religion, sex 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.

(c) It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this lease. In the event of such noncompliance, the Postal Service 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 incurred by the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

(d) The Lessor agrees to include or to require the inclusion of, the foregoing provisions of this clause (with the terms "Lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

14. (The following is applicable if this agreement covers premises of not interior space in excess of 6,500 square feet.)

(a) All mechanics and laborers employed in construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of the building or facility covered by the agreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at its established capacity and efficiency for its intended purpose), shall be paid unconditionally and not less often than once a week, and with no subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Regulations (29 CFR Part 3)), the full amount due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payment for contributions, or sums for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Lessor at the site of the work in a prominent place where it can be readily seen by the workers.

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## 15. Overtime

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed or any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

## 16. Health and Safety Standards

(a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of the agreement to work in circumstances or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1511).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

## 17. Subcontract Provisions

The Lessor agrees to insert Clauses 14, 15, 16 and 17 of this Agreement in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

## 18. Assignment of Claims

(a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing.

(b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service.

19. If the premises are mortgaged prior to or during the term of this lease, including any renewal option periods, the Lessor shall inform the Contracting Officer and shall, upon request, furnish a mortgage subordination agreement on PS Form 7450.

20. The following paragraphs were deleted before execution:

Subparagraphs 5(e) and 5(f).

Paragraphs 10(a) and 10(b).

North Bonneville, WA 98639  
Main Post Office

## Paragraph

- (a) The lessee shall be liable to the Postal Service for any amounts due and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).
- (b) If a party is found to be in violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).
- (c) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.
- (d) The Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).
- (e) The Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).
- (f) The Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).



## Paragraph 23.

U. S. POSTAL SERVICE  
ZERO TAX CLAUSE RIDER

- (a) The lessor shall present to the Postal Service the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised where said taxes apply to any year or part thereof within the term of this lease. General real estate taxes are taxes which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, for the purpose of funding general governmental services. Presentation of said tax bills shall be made in the manner and to the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills, the Postal Service shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly indorse said check and deliver the same to said taxing authority. The lessor shall pay all assessments and fees of every kind and nature other than general real estate taxes.
- (b) If a part of said general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Postal Service shall be liable to pay the lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this lease.
- (c) In the event that general real estate taxes for any tax year or part thereof within the term hereof do not apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.
- (d) The lessor shall furnish the Postal Service copies of all tax bills and all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to: Field Supervisor - Real Estate  
Seattle Field Office, USPS  
P. O. Box 2000, Kent, WA 98031
- or to such other officer as he may in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Postal Service. The Postal Service may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of general real estate taxes by appropriate legal proceedings either in the name of the Postal Service or in the name of the lessor or in the names of both. The lessor, upon reasonable notice and request by the Postal Service, shall join in any such proceedings, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Postal Service, and the Postal Service hereby covenants to indemnify and save harmless the lessor from any such penalties, costs or expenses. The lessor shall cooperate with the Postal Service in any such protest or proceeding and shall execute all affidavits or pleadings required for such purpose provided the lessor shall reasonably be satisfied that the facts stated in such documents or pleadings are accurate.
- (e) In the event the lessor fails to present to the Postal Service the general real estate tax bills as required from the receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible for the payment of such fine, penalty, interest or cost or the amount of lost discount and the Postal Service will by check refund to the lessor the amount of such discount as would have been allowed for prompt payment of tax.
- (f) It is understood and agreed that the provisions of this tax article and this Zero Tax Clause Rider are only applicable if the premises hereby leased are assessed and taxed separately from any other premises described on page 1 are assessed and taxed separately from any other premises. If the premises are assessed and taxed as a combined assessment and taxation, this tax article and this Zero Tax Clause Rider shall be null and void.

## Paragraph 24.

It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by Harold V. Grenoble and Margaret L. Grenoble and accepted by the Postal Service on March 22, 19 78, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein. (Modification of Agreement to Lease dated October 26, 1979.)

IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above.

SEAL

\_\_\_\_\_  
(Company, Corporate or Partnership Name)

(A \_\_\_\_\_ (State) Corporation)

By Harold V. Grenoble  
Its Owner (Title)

By Margaret L. Grenoble  
Its Owner (Title)

Social Security No. 476-10-4232

WITNESSES:

Suzanne R. Chapple  
Robin Langston

WITNESSES:

W. F. Robertson

THE UNITED STATES POSTAL SERVICE

By David Weaver  
Acting Manager  
Title Seattle Field Office  
Contracting Officer

North Bonneville, WA 98639

Main Post Office



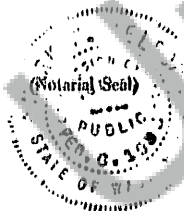
FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of WASHINGTON }  
County of SPAGH } SS:

Personally appeared before me, a Notary Public in and for the County and State aforesaid, HAROLD V. GREENIDGE who is known to me to be the same person who executed the foregoing lease, and who acknowledged that he signed, sealed, and delivered the same as his free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me MARGARET L. GREENIDGE, wife of the said HAROLD V. GREENIDGE to me well known as the person signing said lease, and in the absence of HAROLD V. GREENIDGE, said MARGARET L. GREENIDGE declared that she had of her own free will signed and sealed the foregoing lease for the purposes therein contained and set forth, including the release of homestead and dower therein, of which she had full knowledge, without compulsion or undue influence of her said husband.

Witness my hand and notarial seal, in the County and State aforesaid, this 9<sup>th</sup> day of July, 19 80.



Mark W. Nelson  
Notary Public

My commission expires February 6, 1983