

## LEASE

1. This LEASE, made and entered into as of the 29th day of September in the year one thousand nine hundred and 78 by and between Wesley A. and Susan C. Monroe, husband and wife; Marvin J. and Linda J. Gentry, husband and wife whose address is P.O. Box 374, Bonneville, Oregon 97008 for their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessors, and the State of Washington Department of Social and Health Services 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 1,500 square feet of office space located at 200 Second Street, Stevenson, Washington 98648, together with nine parking spaces behind building and one handicapped parking space in front of building, situated on all of Lots 21 and 22, and the West 6 feet of Lot 23, of Block 6, of the Town of Stevenson according to the official plat thereof on file and of record at page 11 of Book "A" of Plats, records of Skamania County, Washington; together with an easement to project eaves from the existing building located on the West 6 feet of the said Lot 23 reserved by Jan G. Malonas in the capacity as administrator of the Estate of George Nick, deceased, in deed dated June 28, 1966, and recorded June 30, 1966, at Page 90 of Book 56 of Deeds, under Auditor's File No. 67121, records of Skamania County, Washington;

to be used exclusively for the following purposes:

Office of the Department of Social and Health Services and/or other State agencies.

3. HAVE AND HOLD the premises with their appurtenances for the term beginning January 1, 1979 and ending with December 31, 1983

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 five 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, including water.

6A. The Lessor shall, on or before December 31, 1978, complete in a good and workmanlike manner alterations as noted on attached plan (Exhibit "A"), dated 9-6-78, revised 9-18-78, initialed by both parties hereto and incorporated in this lease by reference.

7. Lessor's maintenance obligations under Section 8 shall include, but not be limited to, the mechanical, electrical, plumbing, ventilating, and air conditioning systems (including replacement of filters, ballasts, starters, and fluorescent tubes 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:

Five Hundred Dollars (\$500.00) 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 neglects 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.

*Mary J. Hentz, Lessor*  
*Wesley A. Moore, Jr., Lessee*  
 (Lessor - if corporation, give title)

[SEAL]

STATE OF WASHINGTON

APPROVED AS TO FORM:

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

Acting through the  
 Department of General Administration

Date *Nov. 25 1978*

By *[Signature]*  
 Senior Assistant Director

By *[Signature]*  
 Assistant Attorney General



mainaining 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.

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STATE OF WASHINGTON,

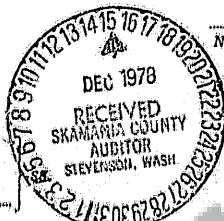
County of \_\_\_\_\_

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_

of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public in and for the State of Washington,

Residing at \_\_\_\_\_

STATE OF WASHINGTON,

County of \_\_\_\_\_

I, the undersigned, a Notary Public, do hereby certify that on this 27 day of

October

1978, personally appeared before me Mervin J. Gentry and

Linda J. Gentry and Wesley L. Monroe and Susan C. Monroe

to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of October, A. D. 1978.

Mark A. Rude

Notary Public in and for the State of Washington,

Residing at Carson

STATE OF WASHINGTON,

County of Thurston

ss.

I, the undersigned, a Notary Public, do hereby certify that on this DEC - 4 1978 day of

19\_\_\_\_, personally appeared before me P. L. Schuler

Director, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said lease.

Given under my hand and official seal this \_\_\_\_\_ day of DEC - 4 1978, A. D., 19\_\_\_\_.

Philip Wiseman  
Notary Public in and for the State of Washington,  
Residing at Olympia.



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STATE OF PENNSYLVANIA  
COUNTY OF ALLEGANY

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT IS TRUE, FILED BY

OF ALLEGANY COUNTY (25/85)

AT 2:15 PM

THIS RECORDS IN BOOK

OF ALLEGANY COUNTY

RECORDS OF PENNSYLVANIA

COUNTY AUDITOR

REGISTERED
INDEXED-DIR
INDEXED
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FILED