

116006

PORTA-PARK ACCESS RAMP LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas ANN L. JERMANN, hereinafter known as LESSOR, is the owner of the following described real property situated in the County of Skamania, State of Washington, to-wit:

A tract of land in Lot 2 of Block 8 of the TOWN OF STEVENSON, according to the official Plat thereof on file and of record at Page 11, Book A of Plats, Records of Skamania County, Washington, more particularly described as follows:

Beginning at the Southeasterly corner of Lot 1 of the said Block 8; thence North 34° 30' West 30 feet to the Southeast corner of the certain hollow tile building; thence South 55° 30' West along the outer line of edge of said building 80 feet; thence North 34° 30' West 33 feet; thence South 55° 30' West 4 feet to the initial point of the tract hereby described; thence South 55° 30' West 22.5 feet; thence North 34° 30' West 21 feet to the True point of Beginning; thence continuing North 34° 30' West 9 feet; thence North 55° 30' East 22.5 feet to the West line of a tract of land conveyed to Columbia Title Company, by instrument recorded November 30, 1990 in Book 121, Page 609; thence South 34° 30' East 9 feet; thence South 55° 30' West to the True point of Beginning.

AND, WHEREAS, the CITY OF STEVENSON, a municipal corporation, hereinafter known as LESSEE, is desirous of entering into a lease agreement covering the above-described property, for the purposes of establishing a ramp to provide access to a public park known as Porta-Park for the Lessee, it being fully understood that the parties hereto enjoy the common objective of the municipal establishment of the adjacent public park known as Porta-Park on behalf of the citizenry of the City of Stevenson;

NOW, THEREFORE, the Lessor hereby leases unto the Lessee the above-described real estate, for and in consideration of the sum of one dollar (\$1.00), and for other valuable consideration as herein set forth. The Lessor herein grants unto the Lessee the exclusive and discretionary right, through its agencies, departments, and its authorized delegates, to establish an access ramp and other reasonably necessary appurtenances on the above-described property, giving further unto the Lessee the exclusive right in its discretion to plant trees, herbage, shrubbery, and other ornamental objects within the leased premises, including but not limited to matters relating to cultivation thereof or implantation in order to effect beautification of the leased premises.

The Lessee shall hold harmless the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrue by reason of Lessee's use or occupation of the leased premises, or caused by the acts or neglect of the Lessee or any agent of the Lessee. It is agreed that the Lessor shall not be liable for loss of or damage to any property of the Lessee, and the Lessor shall not be liable to the Lessee or to any person for claims arising from any defect in the construction or present condition of any improvements placed on the premises by Lessee, or for damages caused by weather or any third persons.

The Lessee shall have the right to plan, landscape and perform all acts necessary to effectuate the beautification of the leased premises during the tenure hereof.

FILED FOR RECORD
SKAMANIA CO WASH
BY *Tom Jermann*

APR 16 2 09 PM '93

P. Olson
GARY M. OLSON

Registered	
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Indirect	<i>b</i>
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2-7-1-1-1-3100
 By: *JB*

This lease shall be for a period of one (1) year commencing the 1st day of April, 1993, and ending the 1st day of April, 1994. Unless sixty (60) days written notice is given prior to the expiration of the lease term by Lessor to Lessee of Lessor's desire to terminate this lease agreement or to change the conditions of this lease after such expiration, or unless like notice is given by Lessee to Lessor of Lessee's intention to terminate or modify this lease agreement, this lease shall be considered as renewed and binding in all its provisions, and this lease shall continue in operation and effect for further terms of one (1) year each until such notice be given by either the Lessor or Lessee herein prior to the expiration of one such renewed term.

This lease agreement shall be binding on the heirs, assigns, successors and personal representatives for the parties hereto as if they were made a party thereof.

IN WITNESS WHEREOF, we the undersigned, have hereunto set our hands and seals this 2nd day of April, 1993.

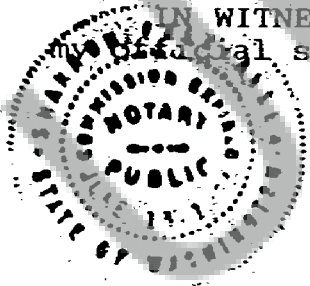
LESSOR:

ANN L. JERMANN

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 2nd day of April, 1993, before me personally appeared ANN L. JERMANN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath, stated that she was authorized to execute said document.

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



Notary Public in and for the
State of Washington, residing
at Carson


Commission expires 6-13-93

N/A
REAL ESTATE EXCISE TAX

APR 16 1993
PAID N/A
By *[Signature]*
SKAMMUNA COUNTY TREASURER

LESSEE:

CITY OF STEVENSON
BY:


DAVE MCKENZIE, MAYOR

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 2nd day of April, 1993, before me personally appeared DAVE MCKENZIE, to me known to be the Mayor of the City of Stevenson, the municipal corporation that executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, of said municipal corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

BOOK 134 PAGE 635

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



Michelle R. Eldred

Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires 5-29-95

Unofficial
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