

Dept. of General Administration  
Division of Property Development  
Room 200 General Administration Bldg.  
P.O. Box 41015  
Olympia, WA 98504-1015

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Dept. General Admin.*

JUL 11 2 47 PM '94

*G. Lawry*  
AUDITOR  
GARY H. OLSON

Lease No. SR&L 6644  
(Stevenson) DGR/kb  
SR 086-02-93  
Page 1 of 8  
Date: March 2, 1994

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LEASE

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1. This LEASE is made and entered into between Nick Fediay, a single man, Peter Fediay and Judy Baisam, Husband and Wife whose address is Post Office Box 6001, Olympia, Washington 98502 for their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the State of Washington, Department of Social and Health Services, acting through the Department of General Administration, hereinafter called the Lessee.

WHEREAS, the Department of General Administration is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Lessor hereby leases to the Lessee the following described premises:

Approximately 2,280 square feet of BOMA rentable office space located at 200 Second Street, Stevenson, Washington 98648, together with nine (9) parking spaces behind building and one (1) disabled 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, Skamania, together with an easement to protect eaves from the existing building located on the West 6 feet of the said Lot 23, reserved by Sam G. Melonas in the capacity of 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 for the following purposes:

Offices for the Department of Social and Health Services and/or other state agencies.

#### TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning May 1, 1994 and ending April 30, 1999.

#### RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

One Thousand Four Hundred Fifty Dollars and No Cents (\$1,450.00) per month.

Payment shall be made at the end of each month upon submission of properly executed vouchers.

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#### EXPENSES

5. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, water, sewer, storm water, garbage collection, and maintenance and repair as described below.

5A. Lessee shall pay for janitorial service and restroom supplies and electrical.

#### MAINTENANCE AND REPAIR

6. The Lessor shall maintain the premises in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes 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. Lessor's maintenance obligations under Paragraph 5 shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

#### ASSIGNMENT/SUBLEASE

7. The Lessee shall not assign this lease nor sublet the premises except to a desirable tenant, and shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents, and servants of the Lessee, assignee, or sublessee.

#### RENEWAL/CANCELLATION

8. The lease may, at the option of the Lessee, be renegotiated for an additional five (5) years.

8A. It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this lease and to relinquish and give up said premises by giving written notice to the Lessor at least one hundred twenty (120) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

#### FIXTURES

9. The Lessee, upon the written authorization of the Department of General Administration, shall have the right during the existence of this lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits.

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Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

#### PAYMENT

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.

#### DISCRIMINATION

11. Lessor assures and certifies that he will comply with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101-12213) and the Washington State law against discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder.

#### DISASTER

12. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, or the Lessor(s) neglects and/or refuses 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 means, 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(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

#### NO GUARANTEES

13. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein 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 or his or her designee and approved as to form by the Office of the Attorney General.

#### ENERGY

14. The Lessor, or authorized representative, in accordance with RCW 43.19.685, has conducted a walk-through survey of the leased premises with a representative of the Director of the Department of General Administration. Lessor will undertake technical assistance studies and/or subsequent acquisition and installation of energy conservation measures identified as cost effective by the survey.

#### REIMBURSEMENT FOR DAMAGE TO PREMISES

15. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this lease, or as making Lessee responsible for the repair of normal wear and tear.

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## HAZARDOUS SUBSTANCES

16. Lessor warrants to his knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

## ALTERATIONS/IMPROVEMENTS

17. In the event the Lessee requires alterations/improvements during the term of this lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

## ADDITIONAL LEASE PROVISIONS

18. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before April 30, 1994, complete in a good and workmanlike manner the following maintenance items:

- a. ~~Install new carpet per state specifications in lobby including hall to restroom. Get bid in time to be made by the Lessee.~~ Patch carpet in administrator's office and reception area. *n.7. JB L7. JKH*
- b. ~~Repair frayed seams in lobby, restroom and restroom entrance.~~ Repair frayed seams. *n.7. JB L7. JKH*
- c. ~~Touch up paint surfaces where needed.~~ Touch up paint surfaces where needed. *n.7. JB L7. JKH*
- d. ~~Balance HVAC and provide service HVAC before cooling season begins.~~ Balance HVAC and provide service HVAC before cooling season begins. *n.7. JB L7. JKH*
- e. ~~Install cover plates on all electrical outlets.~~ Install cover plates on all electrical outlets.
- f. ~~Install exit signs per code and directional signs to the building, and accessible signs on restroom doors.~~ Install exit signs per code and directional signs to the building, and accessible signs on restroom doors.
- g. ~~Add new 24" X 36" mirrors 40 inches from floor in restrooms.~~ Add new 24" X 36" mirrors 40 inches from floor in restrooms; *n.7. JB L7. JKH*
- h. ~~Wrap pipes under restroom sinks.~~ Wrap pipes under restroom sinks.

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#### PREVAILING WAGE

19. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this lease as though fully set forth herein.

#### CANCELLATION/SUPERSESSION

20. This lease cancels and supersedes SR&L 4505-A dated September 29, 1978, and all modifications thereto effective March 1, 1994.  
May 7.7. JF L.F. SK

#### CAPTIONS

21. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

#### NOTICES

22. Wherever in this lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Nick Feday, Peter Feday and Judy Balsam  
Post Office Box 6001  
Olympia, Washington 98502

LESSEE: Department of General Administration  
Division of Property Development  
General Administration Bldg.  
Post Office Box 41015  
Olympia, Washington 98504-1015

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Nick Feday  
Nick Feday

Date: 4/21/94

Judy Balsam  
Judy Balsam

Date: 4/15/94

Peter Feday  
Peter Feday

Date: 4/15/94

Donna G. Roland for  
Donna G. Roland  
Real Estate Agent

Date: 5-2-94

FEDERAL TAX I.D. NUMBER 084 44 0365

STATE OF WASHINGTON

Department of Social and Health Services

APPROVED AS TO FORM:

By: Margaret Smith  
Assistant Attorney General

Acting through the Department  
of General Administration

Date: 5-6-94

Linda D. Laughlin  
Linda D. Laughlin, Facilities Planning Manager  
Division of Property Development

Date: 6-20-94

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STATE OF California )  
 ) ss.  
County of Santa Cruz )

I, the undersigned, a Notary Public, do hereby certify that on this 15th day of April, 1994, personally appeared before me Judy Balsam and Peter Feday to me known to be the individual(s) 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 purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public in and for the State of California  
Residing at 322 Loyola Drive, Aptos, CA 95003  
My commission expires Sept. 15, 1995

STATE OF Washington )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 21<sup>st</sup> day of April, 1994, personally appeared before me Nick Feday to me known to be the individual(s) 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.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public in and for the State of Washington  
Residing at Olympia  
My commission expires 5-10-1997

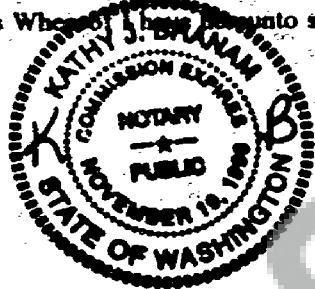
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STATE OF WASHINGTON     )  
                                      ) ss.  
County of Thurston        )

I, the undersigned, a Notary Public, do hereby certify that on this 20th day of June, 1994, personally appeared before me LINDA D. LAUGHLIN, Facilities Planning Manager, Division of Property Development, 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 she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that she was duly authorized to execute said document.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathy J. Branson  
Notary Public for the State of Washington,  
Residing at Olympia  
My commission expires 11-16-96

Unofficial Copy