

121461

U.S. Postal Service  
Facilities Department  
Lease

ORIGINAL

Unit/Post Office Name & Address: MAIN OFFICE - 118 WIND RIVER ROAD  
CARSON, WA 98610-9998(541190-002)  
SKAMANIA COUNTY

This LEASE, made and entered into by and between PARADISE LAND COMPANY hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a one-story masonry building areas, spaces, improvements, and appurtenances as follows:

and which property contains

AREA	SQ. FEET
Net Floor Space	1,920
Platform	270
Parking & Maneuvering	14,335
Other:	
Driveway	
Landscaping	
Sidewalks	

Total Site Area 19,425

FILED FOR RECORD  
SKAMANIA CO. WASH

BY *Deane M. Birkhoff*

JAN 13 3 00 PM '95

*P. Johnson*

AUDITOR  
GARY H. OLSON

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$22,680.00  
\*\*\*\*\*Twenty-two Thousand Six Hundred Eighty and 00/100 Dollars\*\*\*  
payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.  
Rent checks shall be disbursed as follows:

payable to: PARADISE LAND COMPANY  
PO BOX 530  
CARSON, WA 98610-0530

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

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

FIXED TERM: The term beginning 12/01/1994 and ending 11/30/1997  
for a total of 3 years.

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

February 1991

ORIGINAL

SAUNDRA WILLING  
TREASURER OF SKAMANIA COUNTY

G5X117

Skamania County Assessor  
By *Deane M. Birkhoff* Parcel # 3-8-20-f-500-80

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4. RENEWAL OPTIONS: None

5. TERMINATION:  
None

6. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment:  
(See Lessor Obligations of General Conditions (A 24) and/or attached addendum for definitions.)  
Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage Service,  
Electrical System, Water System.

7. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:

Maintenance Rider - USPS (M-1), Reimbursement Tax Rider (T-1),  
The Postal Service shall be responsible for payment of all separately  
metered utility recurring usage charges. If an individual water well and/  
or a sanitary septic system is installed, Lessor shall be responsible for  
complete maintenance and/or replacement of these items until the building  
is connected to public water and/or sewer systems in accordance with the  
lease.

8. The undersigned has completed the 'Representations and Certifications.' (See Section B).

9. LEGAL DESCRIPTION:  
NOT AVAILABLE

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Unit/Post Office Name & Address: MAIN OFFICE - 118 WIND RIVER ROAD  
CARSON, WA 98610-9998

SKAMANIA COUNTY

EXECUTED BY LESSOR this 21st day of October, 1994.

PARTNERSHIP  
CORPORATION

PARADISE LAND COMPANY

Entity Name (Print or Type)  
Partnership

AKA Corporation/Seal/

(a Washington  
(State)

Partnership  
(Corporation)

By William J. Birkenfeld  
Name & Title (Print or Type)

By William J. Birkenfeld  
Signature of Person Authorized to Sign

By Mary Lee Birkenfeld  
Name & Title (Print or Type)

By Mary Lee Birkenfeld  
Signature of Person Authorized to Sign

By Joseph A. Birkenfeld  
Name & Title (Print or Type)

By Joseph A. Birkenfeld  
Signature of Person Authorized to Sign

By Diane M. Birkenfeld  
Name & Title (Print or Type)

By Diane M. Birkenfeld  
Signature of Person Authorized to Sign

By \_\_\_\_\_  
Name & Title (Print or Type)

By \_\_\_\_\_  
Signature of Person Authorized to Sign

By \_\_\_\_\_  
Name & Title (Print or Type)

By \_\_\_\_\_  
Signature of Person Authorized to Sign

By \_\_\_\_\_  
Name & Title (Print or Type)

By \_\_\_\_\_  
Signature of Person Authorized to Sign

By \_\_\_\_\_  
Name & Title (Print or Type)

By \_\_\_\_\_  
Signature of Person Authorized to Sign

Lessor: Address: PO BOX 530 CARSON WA 98610-0530

Telephone No.: (509) 427-8519

Taxpayer ID No.: 91-6194516

## ACCEPTANCE BY THE POSTAL SERVICE

Date: 10/21/94

By [Signature]  
Contracting Officer

Name: JOHN LOGAN

Title: TEAM LEADER

Address: FACILITIES SERVICE OFFICE PO BOX 667180 DALLAS TX 75266-7180

Witness

Witness

October 1991

ORIGINAL

**U.S. Postal Service  
Facilities Department  
Form of Acknowledgment for Corporations**

STATE OF WashingtonCOUNTY OF Skamania

Personally appeared before me, a notary public in and for the County and State aforesaid,

William J. BirkenfeldJoseph A. BirkenfeldMary Lee Birkenfeld

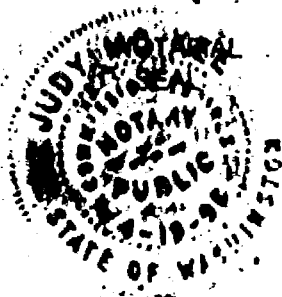
and

Diane M. Birkenfeld

(Name of authorized officer(s) signing lease)

who is/are known to me to be the partners and \_\_\_\_\_  
(Titles of Officer(s) signing lease)of the Paradise Land Company and \_\_\_\_\_  
(Name of Corporation Partnership)

to be the same person(s) who executed the foregoing lease, who depose(s) and say that said person(s) know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that said person(s) signed this lease by the authority of the said corporation, for the purposes set forth, and as said person(s) own free and voluntary act.

Done at Carson, in the County and State aforesaid,this 21st day of October, 1994.

Judy M. Lee  
Notary Public

My commission expires 4/19/96

NOTE: If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."



U.S. Postal Service  
Facilities Department  
Form of Acknowledgment for Contracting Officer

STATE OF TEXAS

SS:

COUNTY/PARISH OF DALLAS

Personally appeared before me, a Notary Public in and for the County/Parish and State aforesaid,

JOHN A LOGAN

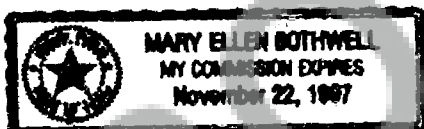
(Identify individual party to the lease)

known to be the

CONTRACTING OFFICERTEAM LEADER

and to be the same person who executed the foregoing Lease, who deposes and says that he signed his name thereto,  
by authority of said Postal Service, for the purposes set forth, and as his own free and voluntary act.

Witness my hand and notarial seal, in the County/Parish and State aforesaid,

this 27 day of October, 1994.NOTARIAL  
SEAL

Mary Ellen Bothwell  
Notary Public, Mary-Allen Bothwell  
State of Texas

My commission expires 11/22/97

**U.S. Postal Service  
Facilities Department  
Maintenance Rider - USPS Responsibility (Partial)**



a. If the Postal Service is assuming maintenance responsibility for the demised premises for the first time, the Lessor must correct all maintenance deficiencies and obtain a written certification from a professional HVAC firm that the heating, ventilating and air conditioning systems have been maintained and are in proper working condition. The Lessor will remain responsible until all deferred maintenance work has been completed to the satisfaction of the Postal Service and Postal Service is in receipt of and accepts the aforementioned written certification.

b. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Lessor under this Lease.

c. The Postal Service is responsible for ordinary repairs to, and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the Lessor in this Lease. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

d. The Lessor is responsible for:

- (1) Repairs to all common or joint use areas, common or joint use equipment and fixtures that may be included as part of this Lease.
- (2) All repairs to structural elements and all parts of the roof system. The term "structural elements" as used in this clause is limited to the foundation, bearing walls, floors (not including floor covering), and column supports. The roof system includes, but is not limited to, the roof covering, flashing and insulation.
- (3) Repairs resulting from Acts of God, of a public enemy, riot or insurrection.
- (4) Inspection, prevention and eradication of termites and any other wood eating insects and for repairs of any damage resulting therefrom.
- (5) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Lessor.
- (6) Repairs resulting from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.
- (7) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the Lessor is responsible.

e. When the need arises for repairs which are the responsibility of the Lessor, including any repairs or actions for which the Lessor is responsible under paragraph a. hereof, the Postal Service will (except in emergencies) give the Lessor written notice of the needed repairs and will specify a reasonable deadline for completion of the work. A copy of such notice will be sent by certified or registered mail to the Lessor's mortgagee and assignee of monies due or to become due pursuant to this Lease whose names and addresses have been furnished to the Postal Service by the Lessor. If none of these parties (lessor, mortgagee or assignee) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or actually fails to complete the work within said time, the Postal Service has the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this Lease. In addition, the Postal Service may proportionally abate the rent for any period the demised premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition. Alternatively, the Postal Service may, if the demised premises are determined to be unfit for occupancy, at its sole discretion, cancel this Lease without liability.