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SKAMANIA CO. WASH
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PO Box 500

Carson, WA 98610

FEB 5 3 18 PM '93

G. Laury
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Lease Agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Paul E. Huber and Dampier,
2. husband and wife
- 3.
- 4.

☐ Additional Names on page ____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. P.U.D. No 1 of Skamania County &
2. municipal corporation of the State of Washington
- 3.
- 4.

☐ Additional Names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

T3N, R10E, Section 20, portion of Tax Lot 300
See legal description page 6

☐ Complete legal on page ____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

n/a

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-10-20-300

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

LEASE AGREEMENT

THIS AGREEMENT entered into this 24 day of July, 1997, between Paul E. Huber and Dampier S. Huber, husband and wife, hereinafter called Lessor, and P.U.D. NO. 1 of Skamania County, a municipal corporation of the State of Washington, hereinafter called Lessee.

IT IS AGREED AS FOLLOWS: Lessor does hereby lease to Lessee the real property located in Skamania County, Washington, consisting of a 10,000 square foot site, together with related easements in Skamania County, Washington, Township 3 North, Range 10 East, Section 20, being a portion of Tax Lot 300 and as hereinafter described in and shown on attached Exhibit A.

Section 1. TERM

Initial Term. The term of this lease shall commence upon execution by both parties and shall terminate on December 31, 2096.

Renewal Term. Lessee shall have the option to renew this lease for an additional ninety-nine (99) years as provided in this lease.

Basic Rent. As consideration for the initial term of this lease, Lessee shall provide to Lessor the following:

- One water service connection to the property described in Exhibit A;
- Grading work not to exceed \$500 in value for the Lessor's driveway located at the reservoir site during construction of the reservoir. Such work shall be done at such time as Lessee constructs a reservoir on the described real estate;
- Provide Lessor with a credit of 12 times the minimum monthly service charge per year on one Underwood District meter service connection for 10 calendar years beginning July 1, 1997. This credit is not transferable to any person except by devise or descent. This credit is not limited to the same service for the duration of this Agreement, but the credit applies to only one service at a time.

Renewal Term Rent. Lessee may, at Lessee's sole option, renew this lease for an additional term of 99 years by providing written notice of intent to do so not later than ninety (90) days, nor

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AMH

earlier than 180 days prior to the expiration of the initial term, together with payment in full of rent in the amount of \$99.00 for the renewal term.

Section 2: ADDITIONAL PAYMENTS

In addition to the rental payments, Lessee shall pay the following amounts:

- A. Any taxes which Lessee may be required to pay in connection with the leased property.
- B. Any charges for power, water, sewage and other services, utilities and benefits used by Lessee for the leased property.
- C. The cost for all insurance which Lessee is required to carry.
- D. During the term of this lease, Lessee shall be solely responsible for the cost of any improvements made by Lessee to the leased property.

Section 3. USE AND MAINTENANCE OF PREMISES

- A. Lessee will use the property for the construction, maintenance and operation of a steel storage reservoir and related appurtenances necessary to operate a municipal type water supply storage and distribution system.
- B. Lessee shall conform to all applicable laws and regulations of any public authority affecting the leased property and its use.
- C. Lessee shall commit no waste of the leased property.
- D. Lessee shall conform to all covenants, conditions, and restrictions with respect to the leased property.
- E. Lessee shall be solely responsible for all repairs and maintenance required for any improvement on the leased property. Lessor shall have no responsibility whatsoever for repairs, maintenance, or improvements to the leased property.
- F. Lessee agrees to keep the leased property neat, clean and free of refuse during the term of this lease.

Section 4. INSPECTION OF PREMISES

Lessor shall have the right to inspect the premises at any reasonable time.

Section 5. LIABILITY TO THIRD PERSONS

Indemnification. Lessee shall indemnify and defend Lessor from any claim, loss or liability to any person or property in or upon the demised premises arising out of or related to any activity of Lessee on the leased premises or because of any condition of the leased property in the possession or under the control of the Lessee.

Liability Insurance. Before taking possession of the property, Lessee shall procure and thereafter during the term of the lease shall continue to carry public liability and property damage insurance which shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the leased property whether or not related to an occurrence caused or contributed to by Lessor's negligence. The policy limit shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, \$2,000,000 annual aggregate.

Section 6. TERMINATION

Upon termination of this lease, Lessee shall vacate the property as soon as reasonable or practicable, and remove any property of Lessee, perform any cleanup and other work required to leave the property in at least as good a condition as existed at the time this lease was executed.

Section 7. RENEWAL OPTION

If this lease is current and in good standing at the end of the basic term, Lessee shall have the option to renew this lease for the renewal term described above, as follows:

- A. The renewal term shall commence on the day following the date of termination of the preceding term.
- B. This option can only be exercised by written notice to Lessor prior to the expiration of the basic term, or renewal term, of not less than six (6) months.

- C. The terms and conditions of the Lease for the renewal term shall be the same as the original term except for this renewal option.

Section 8. OPTION TO PURCHASE

The present National Scenic Area ordinances prohibit platting of lands in the F-1 classification, which covers the Lessor's ownership, including the leased premises. In the event these ordinances are revised, making it possible to divide the subject leased 10,000 square foot site and related easements from the parcel of land of which it is a part, the Lessee may at its expense create such a plat to create the legal smaller tract. The Lessor agrees to freely join in such platting and upon the creation of a legal parcel for the leased premises sell such parcel and related easements to the Lessee for the purchase price of \$1.00. The costs of such partitioning and transfer of titles shall be entirely borne by the Lessee.

Section 9. SUCCESSORS IN INTEREST

This Lease Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.

DATED this 24 day of July, 1997.


PAUL E. HUBER, Lessor

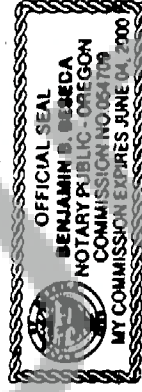

DAMPIER S. HUBER, Lessor

OREGON
STATE OF WASHINGTON)
County of Wasco) ss

Personally appeared before me PAUL E. HUBER AND DAMPIER S. HUBER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me this 24 day of July, 1937.

B.B. RZ



in and for the State of Washington, NOTARY PUBLIC
OREGON
My Commissioner expires: JUNE 4, 2000

Approved as to form:

P.U.D. No. 1 of
Skamania County, Lessee

Jan C. Kielpinski
Jan C. Kielpinski,
Attorney for Lessee

Parker L. Knight
Parker Knight,
Board President

Dale Richards
For - Dale Richards,
Board Secretary

EXHIBIT A

Property Description
for
Huber Reservoir Site

A tract of land in the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; thence North 01°24'21" East along the North-South centerline of said Northeast 1/4, a distance of 73.00 feet to the true point of beginning; thence continuing North 01°24'21" East 100.30; thence at a right angle North 88°35'39" West 100.00 feet; thence at a right angle South 01°24'21" West parallel to the North-South Centerline of said Northeast 1/4 a distance of 100.00 feet; thence at a right angle South 88°35'39" East 100.00 feet to the point of beginning and there terminating.

Contains 0.23 acres.

Together with the following access easement:

Beginning at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; thence North 01°24'21" East along the North-South Centerline of said Northeast 1/4, a distance of 53 feet, more or less, to the northerly right-of-way of Scoggins Road and the true point of beginning; thence continuing North 01°24'21" East 20.00 feet, more or less, to the Southeast corner of the above described parcel; thence at a right angle North 88°35'39" West along the southerly line of said parcel 55.00 feet; thence at a right angle South 01°24'21" East parallel to the North-South Centerline of said Northeast 1/4 a distance of 50 feet, more or less, to the northerly right-of-way of said Scoggins Road; thence easterly along said northerly right-of-way 67 feet, more or less, to the point of beginning and there terminating.

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(Signature)