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SKAMANIA COUNTY
BY Skamania County

Mar 13 4 42 PM '98

G. Lowry
AUDITOR

GARY H. OLSON

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Skamania County
Clerk to the Board
of County Commissioners

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. Skamania County	
2.	
3.	
4.	
☐ Additional Names on page _____ of document	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Balfour Beatty Construction Inc.	
2.	
3.	
4.	
☐ Additional Names on page _____ of document	
LEGAL DESCRIPTION (Abbreviated: IE, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Section 19, T2N R7E	
☐ Complete legal on page _____ of document	
REFERENCE NUMBER(S) Of Documents assigned or released:	
☐ Additional numbers on page _____ of document	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
02-07-19-0-0-0902-00	
☐ 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.	

SKAMANIA COUNTY LEASE AGREEMENT
WITH BALFOUR BEATTY CONSTRUCTION, INC.

This lease agreement, made and entered into this 18th day of February, 1998, by and between SKAMANIA COUNTY, through its duly elected Board of Commissioners, hereinafter referred to as the "COUNTY", and BALFOUR BEATTY CONSTRUCTION, INC., hereinafter referred to as the "LESSEE", WITNESSETH:

The parties recite and declare as follows:

WHEREAS, the County is the sole owner of the premises described below, and desires to lease the premises to a suitable lessee for the purpose of allowing that lessee to service and maintain heavy equipment used in conjunction with the Bonneville Juvenile Fish Bypass Facility construction project; and

WHEREAS, the Lessee desires to lease the premises for the purpose of servicing and maintaining its heavy equipment in conjunction with the construction of the Bonneville Juvenile Fish Bypass Facility project; and

WHEREAS, the parties desire to enter into this lease agreement defining their rights, duties, and liabilities relating to the premises;

NOW, THEREFORE, BE IT RESOLVED IN CONSIDERATION OF THE MUTUAL COVENANTS contained in this lease agreement, the parties hereby agree as follows:

1. PREMISES

The County, the owner of the property and building, hereby leases to the Lessee the following described premises:

Located on Lot #2 of Peterson Industrial Park Short Plat recorded in Book 3, Page 251 of Skamania County Auditor's records. The highbay shop building located on Tax Parcel 02-07-19-0-0-0902-00 on Evergreen Drive, North Bonneville, Washington, consisting of approximately 3200 square feet, plus exterior ground space extending fifty (50) feet in each direction from the west, east, and south sides of the highbay shop building.

The Lessee understands that the facility does not have sanitary water or sewer service and that the Lessee is responsible to provide a portable restroom facility and bottled water at the building.

2. USE OF PREMISES

Lessee shall use the subject premises only for the purpose of servicing and maintaining heavy equipment that the Lessee is using to construct the Bonneville Juvenile Fish Bypass Facility project. The Lessee has inspected and examined the property and will accept the property "as is." The County has made no representations whatsoever about the quality, or nature of the premises.

3. PERMITS AND/OR LICENSES

The Lessee shall obtain all the necessary permits and/or licenses to use the premises as described in paragraph 2 above.

4. TERM AND RENT

This lease shall be effective from February 1, 1998 through December 31, 1999. The Lessee shall pay the County rent at the following rate:

\$.15 per square foot per month for the 3200 square feet of leased building, which equals \$480.00 per month, plus Washington leasehold excise tax at the rate of 12.84%, for a total monthly payment (rent and leasehold excise tax) of \$541.63. The parties agree that the payment for the month of January shall be prorated accordingly.

5. CONDITION OF PREMISES

The Lessee shall exercise due care in the use of the premises. It is further agreed that the Lessee will keep the premises in a clean and tenable condition at all times. The County hereby reserves, and the Lessee hereby grants to the County or the County's agents, the right to enter the leased premises at all times for the purpose of making necessary repairs. Only repairs to the building not caused by the negligence of the Lessee shall be made by Skamania County.

The building and premises shall be left, at a minimum, in the same condition at the end of the lease as when the Lessee occupied the premises. Any damages to the building or premises caused by the Lessee's use of the property shall be promptly repaired by the Lessee at his cost.

No alterations of any kind shall be made to any portion of the building, its systems, or the premises without written consent of the County Facilities Manager.

Lessee shall, at all times during the term of this lease agreement and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations to such buildings, on the subject premises, and shall use all reasonable precaution to prevent waste, damage, or injury to said premises.

6. UTILITIES

All applications and connections for necessary utility services on the subject premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to those for sewer, water, gas, electricity, and telephone services.

7. INSURANCE

During the term of this lease agreement, and for any further time that Lessee shall hold the subject premises, Lessee shall obtain and maintain at its own expense, general liability insurance as well as fire insurance in the amount of \$1,000,000.

The Lessee agrees to provide the County with evidence of general liability insurance naming the County as an additionally insured party in the amount of \$1,000,000.

8. HAZARDOUS, CHEMICAL OR TOXIC SUBSTANCES

It shall be the responsibility of the Lessee to dispose of any hazardous or toxic substances used by Lessee on the leased premises in accordance with local, state, and federal regulations and laws. No hazardous, chemical or toxic substances that are not necessary for the maintenance and servicing of the Lessee's construction vehicles for the Bonneville Juvenile Fish Bypass Facility construction project may be stored on the premises.

9. UNLAWFUL USE OF PROPERTY

Lessee shall neither use nor occupy the leased premises, or any part of the leased premises, for any unlawful, disreputable, or ultra-hazardous business purpose, nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon discovery of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

10. INDEMNIFICATION/LIABILITY

The Lessee agrees to save the County harmless from any liability resulting to the County as a result of any activities conducted on the leased premises by the Lessee, including all damages of every kind and nature whatsoever that may be claimed or accrued by reason of an accident in or about the leased premises or from the Lessee's use or occupation of the leased premises and areas adjacent thereto, or caused by the acts or neglect of the Lessee or any agent of the Lessee. It is agreed that neither the County nor the County's agents shall be liable for the death of or injury to any person in or about the premises, or for loss of or damage to any property of the Lessee arising out of the acts or negligence of the Lessee or any of its agents. Furthermore, the County shall not be liable to the Lessee or to any person for claims arising from any defect in the construction or present condition of the premises, whether known or unknown, or for damages by storms, rain, leakage, or any other acts of nature.

Lessee shall further indemnify the County against any and all expenses, liabilities, and claims of every kind, including reasonable counsel fee, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease agreement, (2) any injury or damage happening on or about the leased premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's liens or security interests filed against the leased premises or equipment, materials, or alterations of buildings or improvements on the leased premises.

11. NON-ASSIGNMENT

The Lessee shall not assign, mortgage, pledge, or encumber this lease agreement or sublet the subject premises in whole or in part, or permit the subject premises to be used or occupied by others, nor shall this lease agreement be assigned or transferred by operation of law, without the prior, expressed and written consent of the County.

12. DEFAULT

If default is made in any of the covenants contained herein, the County may terminate this lease agreement by written notice to Lessee and Lessee shall remove all equipment, supplies and persons from the subject premises.

13. TERMINATION

This agreement may be terminated by either party hereto by written notice to the other party not less than thirty (30) days prior to the effective date of termination.

14. ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party.

15. MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day first above written.

BALFOUR BEATTY
CONSTRUCTION INC.

[Signature]

Signature

Project Manager

Title

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

[Signature]

Chairman

[Signature]

Commissioner

[Signature]

Commissioner



ATTEST:

[Signature]
County Auditor and Ex-Officio
Clerk of the Board

APPROVED AS TO FORM ONLY:

[Signature]

Prosecuting Attorney

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Attachment A
Bedford Realty
Construction Lease
Tax Parcel #
02-07-19-0-0-
0902-00

