

130901

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## Return Address:

Skarnania County  
Clerk to the Board  
of County Commissioners

FILED  
SKARNANIA COUNTY  
BY *Skarnania County*  
MAR 20 2 46 PM '98  
*Polary*  
AUDITOR  
GARY M. OLSON

## Please Print or Type Information

|                                                                                                                                                                                  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Document Title(s) or transactions contained therein:                                                                                                                             |  |
| 1. Lease                                                                                                                                                                         |  |
| 2.                                                                                                                                                                               |  |
| 3.                                                                                                                                                                               |  |
| 4.                                                                                                                                                                               |  |
| GRANTOR(S) (Last name, first, then first name and initials)                                                                                                                      |  |
| 1. Skarnania County                                                                                                                                                              |  |
| 2.                                                                                                                                                                               |  |
| 3.                                                                                                                                                                               |  |
| 4.                                                                                                                                                                               |  |
| <input type="checkbox"/> Additional Names on page _____ of document                                                                                                              |  |
| GRANTEE(S) (Last name, first, then first name and initials)                                                                                                                      |  |
| 1. Rock Creek Daycare Inc.                                                                                                                                                       |  |
| 2.                                                                                                                                                                               |  |
| 3.                                                                                                                                                                               |  |
| 4.                                                                                                                                                                               |  |
| <input type="checkbox"/> Additional Names on page _____ of document                                                                                                              |  |
| LEGAL DESCRIPTION (Abbreviated: I.E. Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)                                                                              |  |
| Section 1, Township 2 North, Range 7 E.W.M.                                                                                                                                      |  |
| <input type="checkbox"/> Complete legal on page <u>3</u> of document                                                                                                             |  |
| REFERENCE NUMBER(S) Of Documents assigned or released:                                                                                                                           |  |
| <input type="checkbox"/> Additional numbers on page _____ of document                                                                                                            |  |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER                                                                                                                                    |  |
| part of 02 01 20 0000                                                                                                                                                            |  |
| <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. 21031198                                                                                                    |  |
| <input type="checkbox"/> 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  
SKAMANIA COUNTY AND ROCK CREEK DAYCARE, INC

THIS AGREEMENT, made and entered into this 2nd day of February, 1998, between SKAMANIA COUNTY, by and through its Board of County Commissioners, hereinafter referred to as the "Lessor", and ROCK CREEK DAYCARE, INC., a non-profit corporation organized and existing under the laws of the State of Washington, hereinafter referred to as the "Lessee",

WITNESSETH:

That the Lessor does hereby lease and demise unto said Lessee, in common with the Skamania County Developmental Disability Program, office space (which shall include utilities and basic janitorial services) in the existing Skamania County Child Development Center at the Rock Creek Fairgrounds site, more particularly described on Schedule A, which is attached hereto and by this reference incorporated herein, for a term of twenty-four (24) months, beginning on the 1st day of January, 1998 and ending on the 31st day of December, 1999. PROVIDED that the Lessee agrees to conduct their activities in a manner that does not interfere with the existing Skamania County Disability Program activities. FURTHER PROVIDED that this lease may be renewed at the end of said 24-month period upon terms to be negotiated at that time.

TERMINATION: This lease may be terminated by either party giving 30 days written notice to the other party of their intent to terminate.

CONSIDERATION: The consideration for this lease shall be the sum of \$515.00 per month which shall include utilities and basic janitorial services and the Lessee's agreement to provide therapeutic daycare services to the developmentally disabled children, children who have a history of neglect or abuse, and their families.

ALTERATIONS/ENCUMBRANCES: The Lessee agrees not to make any alterations to the subject premises or to in any way encumber the premises without the written consent of the Lessor.

SUBLETTING: The Lessee agrees not to sublet or assign any part of this lease or agreement and to return the subject premises to the Lessor in as good a condition as they are in now if for any reason this lease, or any subsequent extension of this lease, is terminated.

COVENANT TO REPAIR: Lessee, at its expense, shall maintain the premises in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear.

COMPLIANCE WITH LAWS AND REGULATIONS: Lessee agrees to comply with all applicable state and federal laws and regulations.

ATTORNEYS FEES: In the event suit or action is brought to enforce any of the terms of this agreement, the prevailing party shall be entitled to costs, including reasonable attorneys fees.

INDEMNIFICATION---USE AND OCCUPANCY OF PREMISES: Lessee agrees to hold the Lessor harmless from any liability that might otherwise attach to the Lessor as a result of Lessee's occupancy of said premises. Lessee shall further indemnify and hold lessor harmless against any and all claims, demands, causes of action, suits, or judgments, including expenses incurred in connection with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use, occupancy or performance of duties arising under this agreement, including but not limited to the services provided to the children.

INSPECTION OF PREMISES AND RIGHT TO MAKE REPAIRS: The Lessor shall have free access to the premises, including the buildings, at all reasonable times and after providing the lessee reasonable notice, for the purpose of examining or inspecting the condition of the premises or to make such repairs and alterations as shall be necessary for the safety and preservation of the premises.



Attest:

*[Signature]*

County Auditor and Ex-Officio  
Clerk of the Board

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON

*[Signature]*  
Chairman

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

ROCK CREEK DAY CARE, INC.

Approved as to form Only:

*[Signature]*

Prosecuting Attorney

D:\contract\daycare.lea

by:

*[Signature]*

title:

*[Signature]*

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"ATTACHMENT A"  
TO  
ROCK CREEK DAYCARE, INC.,  
LEASE AGREEMENT  
DATED 2/2/98

LEGAL DESCRIPTION

That the Lessor does hereby lease and demise unto said Lessee, in common with the Skamania County Developmental Disability Program, office space (which shall include utilities and basic janitorial services) in the existing Skamania County Child Development Center at the Rock Creek Faugrounds site located at 740 Rock Creek Drive, Stevenson, Washington, consisting of approximately 1924square feet, plus exterior ground for playground area extending 15264 sq. ft. This building is located on a portion of land located within Quit Claim Deed recorded in Book 81, Page 593 of Skamania County Auditor's Records more particularly described as follows:

Beginning at a point 300' West of the SE corner of Lot 8, Section 1, Township 2 North, Range 7 East; thence North to a point 560' southerly, when measured at right angles of centerline of county road (formerly State Road 8); thence North 63 degrees 24' East parallel to and 560 feet from the centerline of said road to the centerline of Rock Creek; thence North on the centerline of Rock Creek to the centerline of said road; thence Westerly along centerline of county road to a point North of the point of beginning; thence South to the point of beginning.