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BOOK 201 PAGE 353

RETURN ADDRESS:

Skamania County Clerk
to the Board of County
Commissioners

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SKAMANIA COUNTY
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J. Lowry
CLERK

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. Kiwanis Camp Wa-R1-K1

2.

3.

4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter, Quarter)
E2 NE4 SW4 Section 11, T2N, R5EWM

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-05-00 0-0-0201-00

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers 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 LEASE AGREEMENT, by and between SKAMANIA COUNTY, a non-profit corporation of the State of Washington, hereinafter referred to as "Lessor," and the KIWANIS CAMP WA-RI-KI, hereinafter referred to as the "Lessee", WITNESSETH:

That for and in consideration of Lessee's compliance with the terms and conditions hereof, Lessor does hereby lease to the Lessee, the following described real property, hereinafter referred to as the "premises", situated in Skamania County, State of Washington, to-wit:

The E2NE4SW4 of Section 11, Township 2 North, Range 5 East, W.M. containing 20 acres, more or less.

Subject to an easement for right-of-way for county road.

SECTION 1 - OCCUPANCY

1.1 Term. The initial term of this lease shall be for ten (10) years, commencing on the 4th day of July, 2000, and ending on the 3rd day of July, 2010, unless earlier terminated as hereinafter provided.

1.2 Option to Renew. Upon termination of this lease agreement, and upon prior written approval of the Skamania County Board of Commissioners, Lessor grants to Lessee, to the extent provided by law, the right and option to renew said lease for an additional period of ten (10) years under the same terms and conditions as incorporated herein, except for negotiation between the parties of the annual rental to be paid.

1.3 Termination. Either party may, upon ninety (90) days' written notice, terminate this lease agreement.

SECTION 2 - PAYMENT

2.1 Rent. Lessee agrees to pay to Lessor, at P.O. Box 790, Stevenson, Washington 98648, an annual rental payment of \$100.00, payable in advance on the 1st day of January of each year during the term of this agreement.

SECTION 3 - USE OF PREMISES

The Lessee shall only use the premises as permitted herein, to-wit:

3.1 Permitted Uses: (a) The primary use of the premises shall be as an outdoor recreation and environmental educational camp for people with special needs.

(b) The premises may be subleased to agencies and organizations, and individuals, provided that its primary purpose remains serving the special needs population.

(c) The Lessee may allow a group home for developmentally disabled persons to be operated on the premises, provided that the number of persons, excluding the group home supervisor and family, does not exceed four (4) persons and that all necessary permits are obtained and maintained for the operation of such a group home.

(d) No activities will be allowed to take place on the property that damages and/or alters the premises or its facilities.

SECTION 4 - RESERVATIONS

4.1 Compliance. The Lessor shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.2 Access. The Lessor reserves the right to grant easements and other licenses on the premises to itself and/or others when the easement or other licenses will not substantially interfere with the use to which the Lessee is putting the premises, or interfere substantially with the plan of development for the premises. The Lessee's plan of development and placement of improvements must be such that access to the County's adjacent ownership, if any, will not be prohibited.

4.3 Use of Premises by Lessor. The Lessor reserves the right to use the north end of Building E for storage facilities on the leased site, the description of said facilities being more particularly described on the attached Exhibit "A", which is by reference incorporated herein. In addition thereto, the Lessor shall have, in addition to its other rights under this lease, the right to use the premises for an Emergency Center in case of disaster or emergency, and for four (4) weeks per year for general parks and recreational purposes. Taking Lessee's use of the premises into consideration, this 4-week period shall be determined by the Lessor on or before February 28th of each year of this Lease, and Lessee shall be so notified.

4.4 Additional Restrictions on Use. In connection with its use of the premises, the Lessee shall:

- (1) Comply with all federal, state, county and local laws concerning planning, zoning and other requirements which may affect the leased premises.
- (2) The Lessee shall not cut any timber or remove county-owned valuable materials from the premises without prior written consent of the Lessor. Prior to the Lessor granting authorization for the cutting of timber or removal of valuable materials, the Lessee must pay to the Lessor the fair market value of the timber or valuable materials, as determined by the Lessor's legislative body.
- (3) Take all reasonable precautions to protect the land and improvements leased hereunder from fire; make every reasonable effort to report and suppress any such fires as may affect the premises; and shall be subject to all applicable uniform codes affecting the premises.
- (4) Not allow debris or refuse to accumulate on the premises, and shall keep and maintain the premises in a clean and aesthetically appropriate manner.
- (5) Control noxious weeds on the premises as directed by the Skamania County Weed Control Board, or shall be responsible for reimbursing the Weed Control Board for its control measures.
- (6) Shall maintain, repair and, if necessary, replace all structures and other improvements on the

property in good condition.

4.5 Public Hunting. All county-owned lands leased for recreational purposes shall be open and available to the public for purposes of hunting and fishing unless

- (1) there is a fire hazard, as determined by either the Lessor or the Lessee;
- (2) it becomes necessary to close the area to avoid undue interference with the carrying forward of a departmental or agency program; and
- (3) the Lessee, having been given written approval by the Lessor, posts the area to prohibit hunting and fishing thereon in order to protect land cover, improvements, Lessee, and/or the general public.

SECTION 5 - REQUIREMENTS

5.1 Assignment, Sub-lease and Corporate Control. This lease, nor any portion thereof or interest therein, may be assigned, mortgaged, sublet or otherwise transferred without the prior written consent of the Lessor. Lessor reserves the right to determine whether the prospective assignee has the financial resources and managerial ability to operate property of the type and character described in the lease and the approved plan of development, in addition to other factors, to determine whether such assignment is in the best interest of the Lessor and the general public. With such consent, the Lessor reserves the right to impose conditions, including but not limited to, rental, insurance, or other security satisfactory to the Lessor that will

ensure continued compliance with all covenants and conditions of the lease. Further, if the Lessee shall be a corporation or partnership, and if at any time during the term of this lease any part or all of the corporate shares or partnership interests of the Lessee shall be transferred by sale, assignment, or other disposition so as to result in a change in the present control of the lease by the person or persons now owning a majority of the corporate share or change in the holding of the partnership interests, the transfer shall be deemed as requiring an assignment.

Further, in the event this lease, or portions thereof, is sublet, the sub-lease conditions shall include, but not be limited to, requiring the continuance or payment of monthly and/or annual payments, in the amount, when considering all sub-leases or areas remaining not sub-leased, necessary to ensure payment of the annual lease payments required herein.

All of the rights in favor of either party hereby created or reserved, and all covenants, obligations and restrictions set forth in this lease, shall run with the lands and with each and every part or parcel thereof, and shall be binding upon all successors in interest of the Lessee and all sub-lessees and their successors in interest.

5.2 Conditions of Premises. The premises have been inspected by the Lessee and are accepted in their present condition. Lessee will protect, save and hold harmless the Lessor, its authorized agents and employees, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the

use of the leased premises. Further, the Lessee will be responsible for the payment of any fines or penalties charged against the premises as a result of Lessee's failure to comply with laws or regulations affecting the premises.

5.3 Liability Insurance. Lessee shall procure and, throughout the term of this lease, continue to carry general liability and property damage insurance, with a financially responsible company, in an amount of not less than \$1,000,000.00, insuring against injuries or damages to persons or property sustained in, on, or about the leased premises. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Lessor prior to any change, expiration and/or cancellation shall be furnished to the Lessor and shall name the Lessor as additional insured.

5.4 Indemnification. Notwithstanding that joint or concurrent liability may be imposed upon Lessor by statute, ordinance, rule, regulation or order, Lessee shall, upon demand, indemnify, defend, hold harmless and reimburse Lessor from and against and for any and all liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature, including without limitation reasonable attorneys' fees, which may be imposed upon or asserted against Lessor by reason of Lessee's occupancy and/or use of the premises.

5.5 Default. If the Lessee violates or defaults any of the covenants and agreements herein contained, then the Lessor may cancel this lease, provided that the Lessee has been notified of

the violation or default ninety (90) days prior to such cancellation and such violation or default has not been corrected in the specified period of time. In the event the Lessor cancels this lease in accordance with the provisions of this section, all authorized improvements and buildings located thereon shall become the property of the Lessor as provided by law.

5.6 County's Right to Cure Defaults. If the Lessee is in default by failure to perform any covenant(s) of this lease, as may be required by the terms of this lease, the Lessor shall have the option to correct the default or cancel the lease after ninety (90) days' written notice to the Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by the Lessee on demand, with interest, from the date of expenditure by the Lessor. The written notice shall have no effect if the Lessee cures the default specified in the notice during the 90-day period. Provided that, if the default is injurious to the public health or safety, the Lessor shall have the right to immediately enter upon the premises and cure said default and require reimbursement of the Lessor's expenditures as provided above.

5.7 Liens.

(1) The Lessee shall not have the right to file or place any lien of any kind or character upon the land or improvements or the leasehold estate within the leasehold premises without the prior written consent of the Lessor.

(2) In the event liens or other charges are placed on the leasehold premises, including land or improvements, arising out

of the Lessee's actions directly or indirectly, the Lessee shall immediately cause such liens or charges to be discharged. The Lessor may forthwith cancel this lease if Lessee fails to discharge such liens or charges after ninety (90) days' notice to do so by the Lessor. The Lessee shall pay and indemnify the Lessor for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges, whether such costs, damages or charges are incurred prior to or subsequent to any cancellation of this lease. However, any cancellation of the lease would be delayed in the event an action was commenced within ninety (90) days of the notice provided for herein disputing the validity of the lien or liens, except as may be provided in any security agreement agreed to by the Lessor.

5.8 Insolvency of Lessee. If the Lessee becomes insolvent, bankrupt, receiver appointed, or its interest is transferred by operation of law, by reason of insolvency the Lessor may cancel this lease at its option. Insolvency, as used herein, will mean the inability of the Lessee to meet obligations under this lease as they come due.

5.9 Improvement Bond. Before commencement of construction of any improvements costing in excess of \$1,500.00 on the leased premises, Lessee agrees to provide security which will guarantee completion of the improvement(s) and payment in full of claims of all persons for work performed in or materials furnished for construction. Lessee may provide said security by either:

- (1) Posting a surety bond in an amount equal to the cost of

such improvement, said bond to be deposited with the Lessor County and to remain in effect until the new improvements shall have been insured as provided in the lease and the entire cost of improvement shall have been paid in full, free from all liens and claims of contractors, subcontractors, mechanics, laborers and material men. Said bond shall be conditioned upon the faithful performance of the provisions of the lease by Lessee, and give all claimants the right of action to recover upon said bond.

- (2) Any other method first approved in writing by the Lessor, such as - (contractor may provide a payment and performance bond).

5.10 Assessments. The Lessee shall satisfy all assessments that are legally required to be paid now or may be charged during the lease term on the premises or improvements thereon.

5.11 Status of Sub-leases in Cessation of lease. A cessation of this lease, by cancellation or otherwise, prior to the lease expiration date, shall not serve to cancel approved sub-leases, but upon written directive by the Lessor, such cessation shall operate as an assignment to the Lessor of any and all such sub-leases, together with the unrestricted right of the Lessor to receive all sub-lease payments provided for from the date of assignment. Such assignment shall not operate to convey any rights to the sub-lessee beyond the end of the term of this lease. Such sub-leases shall be subject to the covenants of the master lease and, in the case of

any conflict, the provisions of the master lease will control. The continuation of such sub-leases creates no rights in the sub-lessee to improvements formerly owned by the Lessee. Further, such continuation creates no rights in the sub-lessee to re-lease the leased premises after the termination date of this lease.

SECTION 6 - OPERATION OF PREMISES

6.1 Operational Uses and Responsibilities. In conjunction with the operation of the premises, the following uses shall be allowed:

- (1) Sub-leasing of buildings, building sites and/or facilities to be built on the site as indicated in original or amended plan of development, providing such plans and sub-leases have been first approved in writing by the Lessor;
- (2) Construction, improvements, operation, repair, etc. made or performed under the lease shall be at the sole cost of the Lessee or sub-lessees. The Lessee or its sub-lessee shall furnish all utilities and shall obtain all federal, state and local permits, approvals and licenses necessary to perform the terms, conditions and covenants of this lease; and
- (3) Easements which are necessary for the Lessee's or sub-lessee's full enjoyment of the leased premises and the development thereof may be acquired from the Lessor, provided such easements are applied for by and through the appropriate third party in accordance with state and

county laws and in accordance with terms, conditions, and specifications proposed by the Lessor.

SECTION 7 - IMPROVEMENTS

7.1 Development Plans. Prior to any new development, or the construction of any and all new improvements, the Lessee must submit a completed plan of development to the Lessor for its written approval. The Lessor's approval will be contingent upon acceptance of the development plan by the permitting authorities. The development plan, as approved by the Lessor, shall determine the ownership of authorized improvements during the term of this lease.

7.2 Unauthorized Improvements. All improvements not included in the original or amended plan of development as approved by the Lessor, made on or to the premises without the written consent of the Lessor, shall immediately become the property of the Lessor or, at the Lessor's option, may be required to be removed by the Lessee at Lessee's sole cost.

7.3 Ownership of Authorized Improvements. Unless otherwise modified in writing by the Lessor:

- (1) All authorized improvements on the premises at the expiration or sooner termination of this lease shall become county property, free and clear of all claims to or against them by the Lessee or third party, and Lessee shall defend and indemnify the Lessor County against all liability and loss arising from such claims or from the Lessor's exercise of its rights conferred by this

paragraph, except

(a) Lessee is entitled to remove all buildings and improvements owned by the Lessee on or before the termination of the lease only if the Lessor has authorized such removal in writing, and only if removal can be done without injury to the land, its adjacent structures, and improvements under Lessor's ownership.

(b) At the expiration of the lease, the Lessee shall ensure that the premises are left in a safe and sanitary condition as approved in writing by the Lessor.

7.4 Duty. The Lessee, at its sole cost and expense, shall at all times keep or cause all improvements, including landscaping, regardless of ownership, in as good a condition and repair as originally constructed or as thereafter put, except for reasonable wear and tear. The Lessor, or any agency authorized by law shall have the right to inspect the premises and improvements thereon. In so doing, Lessee shall not interfere with or obstruct access to the premises by Lessor's representatives. Lessor shall give Lessee reasonable notice before seeking to access the premises. The Lessee shall further be responsible, either directly or through its insurance company, to replace and/or repair all structures and/or improvements destroyed or damaged by fire, flood or other natural or man-made disasters.

SECTION 8 - MISCELLANEOUS

8.1 No Partnership. The Lessor is not a partner nor a joint venturer with the Lessee in connection with business or activities

carried on under this lease and shall have no obligation with respect to the Lessee's debts, other liability, or legal responsibilities.

8.2 Non-Waiver. Waiver by either party of strict performance of any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

8.3 Succession. Subject to the limitations as stated in Section 5 (Subsections 5.1 and 5.2), upon transfer of the Lessee's interest, this lease shall be binding upon and inure to the parties, their respective successors and assigns.

8.4 Notices. Any notice required or permitted under this lease shall be given when actually deposited in the U.S. Mail as certified mail and addressed as follows:

Lessor: Skamania County
Board of Commissioners
P.O. Box 790
Stevenson, WA 98648

Lessee: KIWANIS CAMP WA-RI-KI
PO Box 1473
Battle Ground, WA 98604

8.5 Lease Recordation. Within thirty (30) days after execution of this lease, a notification of leasing is to be recorded by the Lessee with the Skamania County Auditor's Office, Stevenson, Washington.

8.6 Special Agreement.

(1) The parties acknowledge that the Lessee is an independent

contractor and that the Lessor has not reserved any right to dictate the manner in which Lessee will provide recreational facilities for people with special needs.

8.7 Attorney's Fees: If either party should bring suit, action or other legal proceedings to enforce any of the terms or conditions hereof, the prevailing party shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorney's fees as it may have incurred therein, including attorney's fees upon appeal.

8.8 Access to Premises and Facilities: This lease only grants permission to install and maintain facilities and to use said premises as hereinabove described. Nothing contained herein shall be construed as granting Lessee any exclusive right, as to the County, to use lands owned by Lessor, or facilities installed on Lessor's lands hereunder.

EXECUTED in duplicate by the parties hereto this 25th day of July, 2000.

LESSOR:

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Edward A. McHenry Chair

Judy A. Carter Commissioner

Albert E. McKe Commissioner



ATTEST:

Gary M. Olson
County Auditor and Ex-Officio
Clerk of the Board

LESSEE:

KIWANIS CAMP WA-RI-KI

By [Signature]

Title: President

By [Signature]

Title: Secretary

APPROVED AS TO FORM ONLY:

[Signature]
Prosecuting Attorney

