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BOOK 204 PAGE 168

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Skamania County*
Nov 2 8 55 AM '00
G. Olson
AUDITOR
GARY H. OLSON

SKAMANIA COUNTY LEASE AGREEMENT

This lease agreement, entered into this 24th day of October, 2000, by and between SKAMANIA COUNTY, through its duly elected Board of Commissioners, hereinafter referred to as the "Lessor", and SKAMANIA COUNTY LIONS CLUB, a nonprofit corporation, hereinafter referred to as the "Lessee", in accordance with R.C.W. 36.34.150

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. **Premises:** The Lessor hereby leases and demises unto said Lessee the following described real property, together with the buildings, improvements and appurtenances located thereon, situated in Stevenson, Skamania County, State of Washington, to-wit:

COMMENCING at the county brass monument marking the northwest corner of Section 1, Township 2 North, Range 7 East W.M.; Thence South 89 degrees, 19 minutes 21 seconds East, 2531.46 feet to the county monument marking the north quarter corner of said Section 1; thence South 31 degrees 43 minutes 46 seconds West 586.13 feet to the Initial Point of the tract hereby described; Thence South 31 degrees 08 minutes 57 seconds East, 120 feet; thence South 58 degrees 51 minutes 03 seconds West, 90 feet; thence North 31 degrees 08 minutes 57 seconds West, 120 feet; thence North 58 degrees 51 minutes 03 seconds 90 feet to the point of beginning.

Portion of 2-7-1-2-100
10-31-00
G.H.

Containing 0.24 acres more or less.

2. **Duration:** This lease shall be for a duration of ten (10) years, commencing on the 1st day of November, 2000 and ending on the 31st day of October, 2010.
3. **Reserved Rental:** The Lessee covenants and agrees to pay the Lessor the sum of \$1 per year plus any applicable leasehold excise tax, payable on the first day of October of each year.
4. **Condition of Premises:** The Lessee agrees to maintain the premises in a clean and orderly manner and shall exercise due care in the use of the premises.

LIONS CLUB LEASE AGREEMENT

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5. Purpose and Use of Premises:

A. Use of Premises: The subject premises are leased for the purpose of providing a center for recycling newspapers, aluminum cans and other commodities authorized by the Lessee. The recycling activity shall be conducted within a building constructed on the site. The building may also be used for fundraising events.

B. Purpose: This lease is entered into in order to facilitate and help fulfill the goals of the County Comprehensive Solid Waste Reduction and Recycling Program.

6. Improvements to the Property: The Lessee may construct one (1) building on the leased property, at the Lessee's sole expense, provided that said building is constructed in such a manner that it can be removed from the property without disrupting or damaging the character of the property and, in that regard, the Lessee agrees to remove any concrete slabs and to fill any holes so as to leave the property in the same condition as it was at the beginning of the lease. Lessee further agrees to build said building in a manner to meet all federal, state and local regulations including building code, zoning and shorelines regulations. All leasehold improvements shall remain personal property subject to Paragraph 9 below.

7. Care of Premises: Lessee shall be completely responsible for maintaining and cleaning of the leased property and any building constructed.

8. Failure to Pay Rent. It is agreed that in the event the Lessee fails to pay the rent as covenanted herein, promptly and on time, that the Lessor shall have the right to terminate this lease as provided by the statutes of the State of Washington for month-to-month tenancies.

9. Re-Delivery of Premises. The parties agree that upon the expiration of this lease that if, in the opinion of the Board of County Commissioners, the Lessee has carried out the purpose of this lease, and the goals of the parties with regard to solid waste reduction and recycling has been furthered by this lease, the County will consider a new lease for a similar term on whatever conditions the County Commissioners deem equitable at the time. In the event a new lease is not entered into, the Lessee agrees to remove the building and restore the land within six (6) months or all improvements left on the land shall become the property of the County. This shall be in addition to any other remedies the County might have.

10. Liability: The Lessee agrees to save the Lessor harmless from any liability that might otherwise attach to the Lessor arising out of any activities of the Lessee pursuant to this lease and resulting from the Lessee's negligence. The Lessee agrees to provide the Lessor with evidence of liability insurance naming the Lessor as an additionally insured party in the amount of \$1,000,000.

11. Governing Law: The parties agree that this lease shall be governed by the laws of the State of Washington and that venue for any action pursuant to this lease, either interpreting the lease or enforcing a provision of the lease, or attempting to rescind or alter the lease, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for the attorney's fees at a reasonable rate.

12. Assignability: This lease, or any portion hereof, cannot be assigned or sub-let by Lessee without the written consent of the Lessor first had and obtained.
13. Termination: Notwithstanding the term of this lease, either party with or without cause may terminate this lease by giving the other party thirty (30) days written notice of said termination. Upon receipt of said notice by the Lessee, the Lessee shall restore the leased premises to their condition existing at the inception of the lease and vacate said leasehold. The termination of said lease shall not be cause for any claims of either consequential or actual damages.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed in duplicate the day and year first above written.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Edward H. Spill
Chairman 10-30-2000

Judy A. Carter
Commissioner

Commissioner

SKAMANIA COUNTY LIONS CLUB
Stevenson, Washington by:

Mark Cox

President
Title

10-24-00
Date

APPROVED AS TO FORM ONLY:

BA
Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
County of Skamania)

On this 30th day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Edward A. McLarney, and Judy Carter and to me known to be the duly elected Board of County Commissioners for Skamania County, Washington, the entity that executed the foregoing instrument as "Lessor", and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, each on oath stating that they were authorized to execute said instrument and that the seal affixed is the official seal of Skamania County, State of Washington.



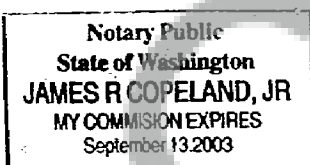
my hand and official seal hereto affixed the day and year first above written.

Gary H. Olson
Notary Public in and for the State of
Washington, residing at North Bonneville, WA
Commission expires October 31, 2000

STATE OF WASHINGTON)
)ss.
County of Skamania)

On this 24 day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank Cox, to me known to be the President of Skamania County Lions Club, the entity that executed the foregoing instrument as "Lessee", and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, on oath stating that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



James R. Copeland, Jr.
Notary Public in and for the State of
Washington, residing at Stevenson