

140378

BOOK 206 PAGE 727

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Skamania County*  
FEB 20 1971  
*Lowry*  
AUDITOR  
GARY H. OLSON

Return Address:

Skamania County Clerk to the  
Board of County Commissioners

Document Title(s) or transactions contained herein:	
Lease	
GRANTOR(S) (Last name, first name, middle initial)	
USA, Corps of Engineers	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
Skamania County	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Portion of Sections 34 and 35, Township 3 North, Range 8 E.W.M.	
<input type="checkbox"/> Complete legal on page _____ 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	
3-8-34-100, 200, 300 3-8-35-800, 1200 <i>all</i>	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> 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.	

DEPARTMENT OF THE ARMY  
LEASE  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES  
AT  
HOME VALLEY PARK  
BONNEVILLE LOCK AND DAM PROJECT

DACW57-1-86-55

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 USC 460d), and the Federal Water Project Recreation Act of 1965, PL 89-72, 16 USC 460L-13 et. seq. and pursuant to an agreement entered into on 24 Jan 86, by and between the United States of America and Skamania County, hereinafter referred to as The Agreement, hereby grants to Skamania County, by and through its Board of County Commissioners, a lease for a period of fifty (50) years commencing on April 25, 1986, to use and occupy approximately 57 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Project Area, hereinafter referred to as the premises, as shown on the drawing marked Exhibit A, attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above-cited Acts of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, except as resulting from operation of the project, and may make and enforce such regulations as are necessary and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above-cited Acts of Congress.
2. The lessee agrees to administer the land and water areas included in the lease for recreation purposes and to bear the costs of operation, maintenance and replacement of all facilities and improvements on the premises at the commencement of this lease or added during its term. As used in this lease the term "replacement" shall be construed to mean the replacement in whole or in part of any structure or improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance. The lessee shall be guided by an Annual Plan of Operation and Maintenance in furtherance of the Plan of Recreation Development adopted pursuant to Article 2(b) of The Agreement and by this reference made a part hereof. On or before the anniversary date of the lease each year, the lessee shall submit for approval of the District Engineer the Annual Plan which shall include but is not limited to the following:
  - a. Plans for management activities to be undertaken by the lessee as well as plans for the operation on maintenance of facilities existing or to be constructed thereon.
  - b. Report of the management, maintenance and development accomplishments of the lessee for the preceding year.



c. Significant modifications of policies or procedures which have developed or are to be applied.

d. Minor modifications to the Plan of Recreation Development (major modifications to be accomplished by amendment of the Plan).

3. In addition to the fees and charges authorized under Condition 8 hereof, the lessee and his sublessees may conduct such revenue producing activities as are within the scope of Article 4 of The Agreement. Except for timber salvaged and sold by the lessee when in the way of construction, all sales of forest products will be conducted by the Government and the proceeds therefrom shall not be available to the lessee under the provisions of this lease.

4. That upon the commencement of this lease the parties hereto shall cause to be made an inventory of all existing Government owned improvements and those constructed in whole or in part with Federal funds under the terms of The Agreement. From time to time there shall be added to said inventory such additional improvements as may be constructed pursuant to the aforesaid agreement. Certain types of "Additional Facilities", including, but not limited to, restaurants, lodges, golf courses, cabins, clubhouses, overnight or vacation type structures, stables, marinas, swimming pools, commissaries, chairlifts and such similar revenue producing facilities constructed under the authority of Article 4 of The Agreement shall not be added to this inventory. The inventory of improvements shall include descriptions and drawings sufficient to permit their identification and condition for replacement if required during the term or on the expiration of termination of this lease. Said inventory and all amendments thereto shall be prepared by the Government and approved in writing by authorized representatives of the parties hereto and shall thereupon become a part of this lease as if originally annexed.

5. This lessee may grant permits and licenses, and sublease all or portions of the leased property for purposes which are consistent with the terms and conditions of this lease and with the Annual Plan of Operation and Maintenance. All such grants shall state that they are granted subject to the provisions of this lease. The terms and conditions of permits, licenses, and subleases granted by the lessee for revenue producing purposes shall first be approved by the District Engineer in writing. In order to protect the investments of sublessees, the District Engineer is authorized to approve subleases which may be necessary to assure the continuation of the subleased activities upon a default which would result in a revocation of the prime lease under Condition 15 hereof.

6. No permits, licenses or subleases will be granted to adjacent private property owners for use, alteration, improvement, addition of facilities or any other purpose which would confer upon them privileges not available to the general public or which would infer or imply exclusive private use of public lands. Any permits, licenses or subleases granted to adjacent private property owners for use, alteration, improvement, addition of facilities, or any other purpose shall have prior written approval of the District Engineer and will be conditioned such as:

- a. Not to restrict use thereof by the general public.
- b. To permit free and unimpeded passage along the shore.
- c. To be compatible with the Forest Management Plan and the Environmental Impact Statement adopted for the project.
- d. To have signs posted to the effect that "This is public property open to general public use".

7. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of sublessees, and furnish the District Engineer a copy of the results of such an audit.

8. The lessee may assess and collect fees for entrance to developed recreation areas or for use of the premises or facilities constructed thereon. The amount of any entrance or user fees shall be subject to the prior approval of the District Engineer. The lessee shall, by 15 April of each year, submit to the District Engineer for approval a list of the entrance or user fees proposed for the following 12 months, including justification for any proposed increase or decrease. The rates and prices charged by the lessee or its grantees for revenue-producing activities shall be reasonable and comparable to rates charged for similar goods and services by others in the community and on the reservoir. The Government shall have the right to review such rates and prices and require an increase or reduction where it finds the objective of this paragraph has been violated.

9. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time to make inspections concerning the operation and maintenance of the lands and facilities provided hereunder, and for any purposes necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agency, officer or employee thereof.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims, not including damages due to the fault or negligence of the United States or its Contractors.



11. That at the time of the commencement of this lease, the lessee, or if the lessee is self-insured, its sublessees or concessionaires will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$500,000 per person in any one claim, and an aggregate limit of \$1,000,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$100,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease.

12. The lessee or its grantees shall not discriminate against any person or persons because of race, creed, color, sex, or national origin in the conduct of its operations hereunder. The lessee assures that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, and all grantees shall supply like assurances.

13. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities and for other purposes located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the lessee.

14. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a State Water Pollution Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions or instructions in effect or prescribed by the Environmental Protection Agency or State Agency are hereby made a condition of this lease.

15. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for thirty (30) days after notice thereof, in writing, by the District Engineer. Such a termination shall not derogate or diminish such other remedies in law as may be available to the Government and in no way shall it act to relieve the lessee of his responsibilities and obligations under The Agreement. In lieu of revocation, the District Engineer, in his discretion, upon a finding that a violation constitutes a health or safety hazard may suspend the use of that operation or facility until such deficiency is rectified.

16. On or before the date of expiration of this lease, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property

shall become the property of the United States without compensation therefor, and no claim for damages against the United States, or its officers or agents shall be created by or made on account thereof.

17. The lessee shall not conduct, or allow to be conducted, gambling on leased premises. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by non-profit organizations under special use permits issued in conjunction with special events held on Corps lands, if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to the District Engineer.

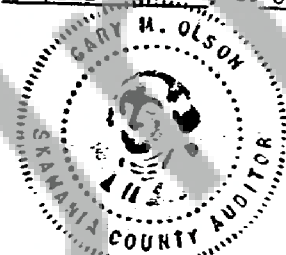
18. The area outlined and hachured in blue on Exhibit A is a cultural resource site and lessee shall not conduct any activities in this area that will disturb the site below the existing ground level without first obtaining a written clearance from the District Engineer or his authorized representatives.

19. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to Skamania County Board of Commissioners, Stevenson, Washington 98648, if to the Government, to District Engineer, Portland District, Corps of Engineers, P.O. Box 2946, Portland, Oregon 97208-2946, or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this 25 day of April, 1986.

*Harvey P. Rose*  
HARVEY P. ROSE, Acting Chief, Real Estate Division  
Corps of Engineers, Portland District

THIS LEASE is also executed by the lessee this 7th day of April, 1986.



Signed and Sealed  
in the presence of:

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

APPROVED AS TO FORM:  
*RKL as to form*  
FEB 11 1986

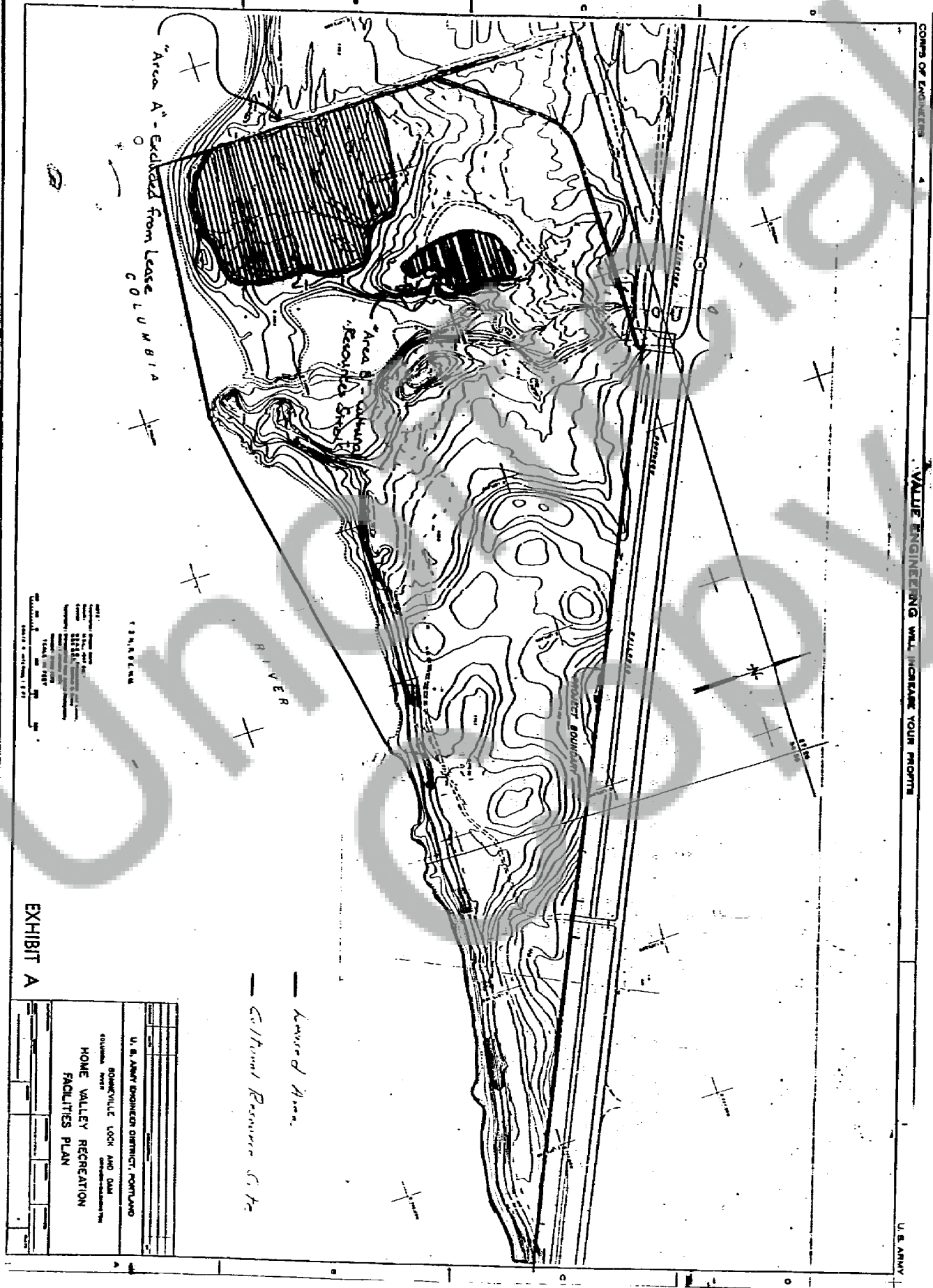
SKAMANIA COUNTY, WASHINGTON

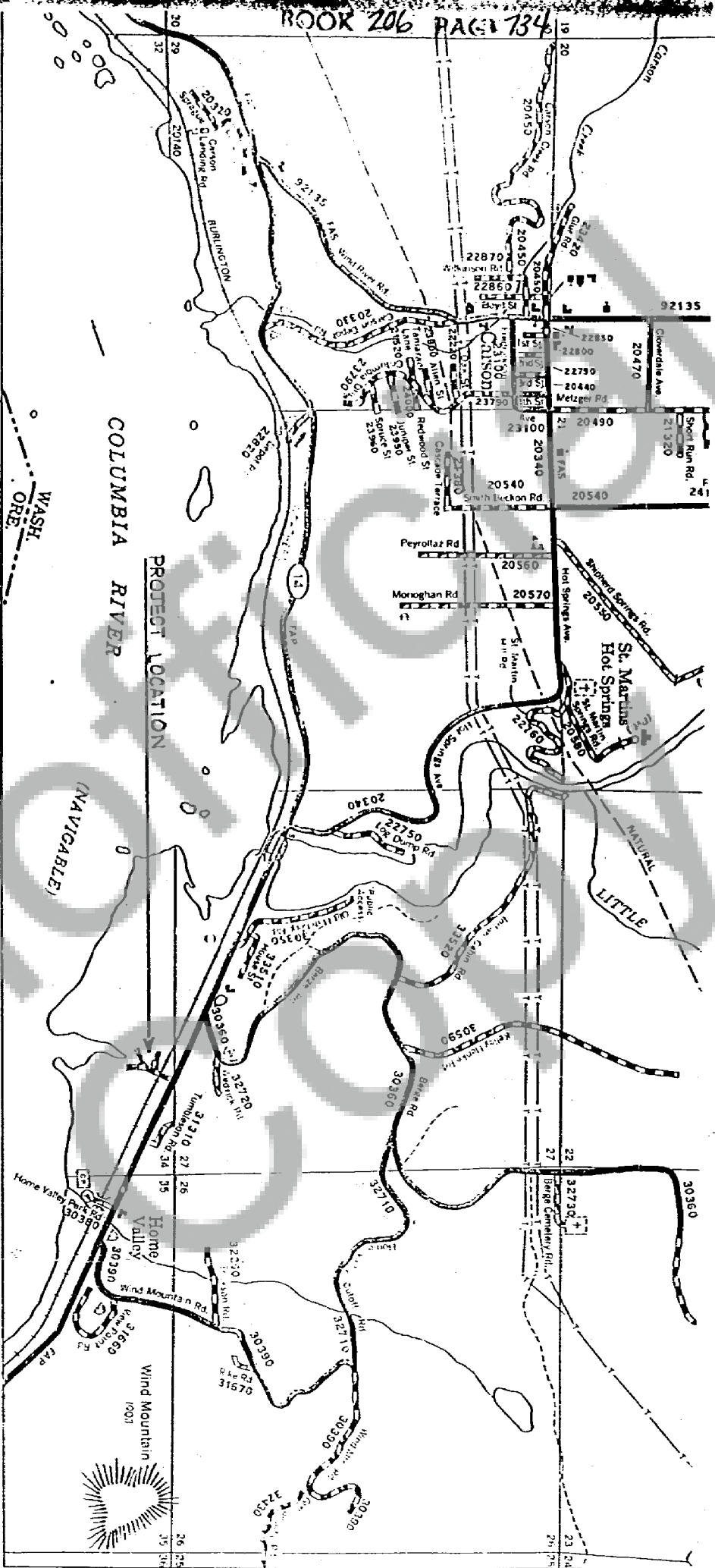
BY BOARD OF COUNTY COMMISSIONERS

*William V. Benson*

*G. Callahan*







**EXHIBIT B**

AGREEMENT NO.

HOME VALLEY PARK ROAD

WORK TO BE ACCOMPLISHED BY THE COUNTY  
AT STATE AND COUNTY EXPENSE

FEBRUARY 1986 EXHIBIT PAGE 1 OF 2

GC 7962