

142012

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FILED FOR RECORD
SKAMANIA COUNTY, WASH
BY *Skamania County*

AUG 15 12 11 PM '01

G. Larry
AUDITOR
GARY M. OLSON

Return Address:

Skamania County Clerk to the Board
of County Commissioners

Document Title(s) or transactions contained herein:	
Delegated State Rental Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
Skamania County	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
State of WA, Employment Security Dept.	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
NW4 Section 1 T2N R7EWM	
<input type="checkbox"/> Complete legal on page <u>8-10</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	
02-07-01-2-0-1200-00	
<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.	



STATE OF WASHINGTON

AGENCY: EMPLOYMENT SECURITY DEPARTMENT

DELEGATED STATE RENTAL AGREEMENT

1. This RENTAL AGREEMENT is made and entered into between County of Skamania, Board of Commissioners whose address is PO Box 790, Stevenson, WA 98648 for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, Employment Security Department, hereinafter called the Tenant, acting under a delegation of authority from the Department of General Administration, in accordance with RCW 43.82.010.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Landlord hereby rents to the Tenant the following described premises:
Office space within a modular office building located at 704.W. Rock Creek Drive, Stevenson, Washington.

Tax Parcel Number:

Common Street Address:

Approximately 1,240 square feet of office space located at 704 S.W. Rock Creek Drive, Stevenson, Washington.

USE

3. The premises shall be used by the Employment Security Department and/or other state agencies for the following purpose(s): Delivery of employment services.

TERM

4. This Rental Agreement, which CANNOT EXCEED TWO YEARS, shall be effective from May 1, 2001 through April 30, 2003.

RENTAL RATE

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:
Period of May 1 2001 through April 30, 2002 at FIVE HUNDRED SIXTY DOLLARS & 00/100 (\$560.00) per month. Period of May 1, 2002 through April 30, 2003 at FIVE HUNDRED AND EIGHTY FIVE DOLLARS & 00/100 (\$585.00) per month.
Payment shall be made at the end of each month upon submission of properly executed vouchers.

EXPENSES

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with one and one half hours per week of janitorial services to include restroom supplies and light bulbs.

If it is unserved - delete those expenses for which the Landlord will not make payment and designate them in 6A.

6A. Tenant shall pay for electrical utilities.

MAINTENANCE AND REPAIR

7. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the act or the negligence of the tenant's clients, agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the building. Landlord's maintenance and repair obligations under Paragraph 6 shall include, but not be limited to, the mechanical (including electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; ~~elevators~~; inside and outside walls (including windows); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

TERMINATION

8. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination.

ASSIGNMENT/SUBLEASE

9. The Tenant may assign this Rental Agreement or sublet the premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

FIXTURES

10. The Tenant shall have the right during the existence of this Rental Agreement with the written permission of the Landlord (such permission shall not be unreasonably withheld), to

make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby rented. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement. Any damage caused by the removal of any of the above items shall be repaired by the tenant

PAYMENT

11. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

12. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

DISASTER

13. In the event the rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

14. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of General Administration in accordance with RCW 43.82.010.

HAZARDOUS SUBSTANCES

15. Landlord warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties

arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Tenant.

BINDING AUTHORITY

16. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, Employment Security Department unless signed by the Tenant's Director, Commissioner, or his/her designee.

PREVAILING WAGE

17. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Rental Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Rental Agreement as though fully set forth herein.

DATE COMPLIANCE

18. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20th or 21st century, so that the functions, calculations, and other computing processes of the systems controls perform in a consistent manner regardless of the date in time on which the systems controls are actually performed and regardless of the Date Data input to the systems controls, whether before, during or after the year 2000, and whether or not the Date Data is affected by leap years.

"Date Data" means any data, formula, algorithm, process, input or output which includes, calculates, or represents a date, a reference to a date, or a representation of a date; including, but not limited to the following:

- a) No value for current date will cause any interruption in operation. Current date means today's date as known to the equipment or product.
- b) Date-based functionality will behave consistently for dates prior to, during, and after year 2000.
- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or a suitable interface rule.

CAPTIONS

19. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

20. Wherever in this Rental Agreement written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

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

TENANT: Employment Security Department
Office Services Branch
PO Box 9046
Olympia, WA 98507-9046

AND: Department of General Administration
Division of Real Estate Services
General Administration Bldg.
Post Office Box 41015
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

LANDLORD:

STATE OF WASHINGTON

Skamania County Board of Commissioners

Employment Security Department

By: Albert E. McKee
Albert E. McKee
Title: Chair, Board of Commissioners

By: John E. Swander
John E. Swander

Date: July 23, 2001

Title: Facilities & Telecommunications Mngr.

Date: 6/28/01

FEDERAL TAX I.D. NUMBER: 91-6001363

APPROVED AS TO FORM:

APPROVED AS TO FORM ONLY

By: Approval on File
Assistant Attorney General
Date: March 27, 2001

Shirley W. Anderson
Pacoma County Prosecutor

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STATE OF Washington)
) ss.
County of Skamania)

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at North Bonneville
My commission expires 10-31-04



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SRA# DEL 01-0056

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STATE OF WASHINGTON)

) ss.

County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 28th day of June 2001, personally appeared before me John E. Swander, EMPLOYMENT SECURITY DEPARTMENT, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



April Dorris
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 12-15-02

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QUITCLAIM DEED

THE GRANTOR, HEGEWALD TIMBER COMPANY, INC., a
wholly owned subsidiary of LOUISIANA-PACIFIC CORPORATION, does
hereby convey and quitclaim to SKAMANIA COUNTY, the Grantee, the
following described real estate, situated in the County of Skamania,
State of Washington, together with all after acquired title of the Grantor
therein:

PARCEL No. 1:

A tract of land in Section 1, Township 2 North, Range 7 East,
W.M., described as follows:

All land above the mean high water line within the following
described parcel of land: Beginning at a point on the south
line of Government Lot 8, a distance of 300 feet west of the
southeast corner of said Government Lot 8 in Section 1; thence
west along the south line of said Government Lot 8, 815 feet
more or less to the easterly right-of-way line of the county
road known as Old State Road No. 8; thence northeasterly along
said right-of-way line to a point due north and 747.8 feet from
the point of beginning; thence due south a distance of 747.8 feet
to the point of beginning.

RESERVING unto the grantor, an easement 40 feet in width
along the westerly portion of the above described tract and
generally following the existing county road right-of-way for
the purposes of ingress and egress to Rock Creek.

Excepting, however, a tract of land conveyed to G. E. Laxson
and Ada Laxson, husband and wife, by deed recorded on page
325, Book 23 of Deed Records of Skamania County, Washington.

Approximately 2.3 acres of dry land.

PARCEL No. 2:

A tract of land located in Section 1, Township 2 North, Range
7 East, W.M., described as follows:

Beginning at a point 300 feet West of the southeast corner of
Government Lot 8 of the said Section 1; thence North to a point
560 feet southerly, when measured at a right angle, of the center-
line of that certain county road formerly designated as State
Highway No. 8; thence North 63° 24' East parallel to said 560
feet distance from, when measured at a right angle, the center-
line of the said road to intersection with the center of Rock
Creek; thence southerly along the center of Rock Creek to its
intersection with the quarter section line running North and
South through the center of the said Section 1; thence South

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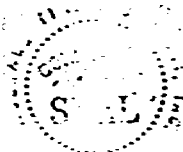
along said quarter section line to its intersection with the South line of Government Lot 7 and Government Lot 8 of Section 1; thence westerly along the South line of Government Lot 7 and Government Lot 8 of Section 1 to the point of beginning.

SUBJECT to a flowage easement granted to the United States of America.

Approximately sixteen (16) acres.

for so long as said Grantee uses said lands for county park purposes, county fair purposes, and/or for hospital district purposes.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 31st day of January, 1974.



No. 2313
TRANSACTION EXCISE TAX
FEB 5 1974
Amount Paid \$12.00
Salem's County Treasurer

HEGEWALD TIMBER COMPANY, INC.

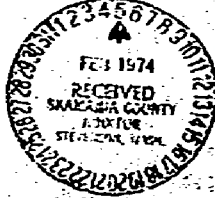
By Harry A. Merlo
President
By John B. Swell
Assistant Secretary

STATE OF OREGON

County of Multnomah

On this 31 day of January, 1974, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared to me, Harry A. Merlo and John B. Swell, Jr., the President and Assistant Secretary, respectively, of HEGEWALD TIMBER COMPANY, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



William E. Craig
Notary Public
in and for the State of Oregon

My Commission expires: 10-14-75

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SEP 1 11 47 AM '94

GARY M. OLSON
AUDITOR

E. Thompson Reynolds
Attorney at Law
P.O. Box 1478
White Salmon, WA 98672

120454

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beginning at a point 300 feet west of the southeast corner of Lot 8, Section 1-2-7; thence north to a point 360 feet southerly, when measured at right angles of centerline of county road (formerly State Road 8); thence north 63 degrees, 24 minutes 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 the centerline of county road to a point north of the point of beginning; thence south to the point of beginning.

Dated: 2/8/23/59
Gary Hogevoald

Helen B. Hegewald
Helen B. Hegewald

16886
REAL ESTATE EXCISE TAX

STARKES COUNTY TREASURER

Given under my hand and official seal this 23rd day of August

ROBERT M. LEICK
NOTARY PUBLIC
STATE OF WASHINGTON
F-4-38
Copy of Germania) ss.

Notary public for Washington,
residing at Spokane, therein.
My commission expires: 2/4/98

On this day personally appeared before me Helen B. Hegewald, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

anda J. Kimmel, Stanislaus County Assessor
 2000 Parcel # 2-7-1-2-120-
 2/1/02