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BOOK 214 PAGE 16

FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Skamania County*

AUG 27 9 52 AM '01

P. Lawry
AUDITOR

GARY M. OLSON

Return Address:

Skamania County Clerk to the Board
of County Commissioners

Document Title(s) or transactions contained herein:	
Skamania County Lease Agreement with Skamania County Fire District No. 3 for Underwood Fire Station	
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)	
Skamania County Fire District No. 3	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Section 22 T3N R10EWM	
<input checked="" type="checkbox"/> Complete legal on page 4 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	Reviewed <input checked="" type="checkbox"/>
03-10-22-0-0-0400-00	Indexed <input checked="" type="checkbox"/>
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	Filed <input checked="" type="checkbox"/>
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	Noted <input type="checkbox"/>
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.	

**SKAMANIA COUNTY LEASE AGREEMENT
WITH SKAMANIA COUNTY FIRE DISTRICT No. 3
FOR UNDERWOOD FIRE STATION**

This lease agreement, made and entered into this 8th day of August, 2001, by and between **SKAMANIA COUNTY**, the lessor, through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **SKAMANIA COUNTY FIRE DISTRICT NO. 3**, the lessee, hereinafter referred to as the "Fire District" under RCW 39.34.010 and 39.34.080.

WITNESSETH

In consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows:

PREMISES

The County hereby leases to the Fire District the following described premises:

Approximately 1,414 square feet of floor space within the certain building known as the Underwood Firehall, located on Parcel Number 3-10-22-00-0400 in the community of Underwood, Washington, of which the County is the owner thereof.

USE OF PREMISES

Said leased premises are to be used to house fire district equipment and vehicles and to conduct the official business of the Fire District. Parking for the leased premises shall be to the south and east of the Firehall and Post Office building with the exception of those areas designated for Post Office use.

LICENSES AND PERMITS

The Fire District hereby agrees that they have the authority to provide the services and to secure any licenses or permits necessary to operate this business in Skamania County and the State of Washington for the purpose for which the county premises are to be used, and shall pay any cost for such permits or licenses.

CONSIDERATION

The Fire District shall pay the County the following rate:

One Hundred Forty Dollars and no/100 per month (\$140.00 per month)

The aforementioned sum shall include electricity and water and property insurance, however, it shall not include telephone charges, maintenance costs or general liability insurance.

TERM

The duration of the lease shall be from the 1st day of October, 2001 through the 30th day of September, 2003 provided, that the monthly fee will be subject to review by October 1st, of each year for consideration of utility and other county costs related to the building. This lease will automatically renew for an additional two years, subject to annual review of the monthly rental fee, unless either party notifies the other party of the desire to terminate the lease.

CONDITION OF PREMISES

The Fire District shall exercise due care in the use of the premises. The Fire District shall be responsible for maintaining the premises in good repair and in a clean and sanitary condition at all times, to the satisfaction of the county. The Fire District is responsible for the general cleanup of the leased premises and the securing of said facility following use of the premises.

Any repairs to the portion of the building leased by the Fire District shall be made by the Fire District at the expense of the Fire District to the satisfaction of the County.

Any modifications or improvements to the premises desired by the Fire District shall be done at the expense of the Fire District and shall have written approval in advance from the County.

The County hereby reserves, and the Fire District hereby grants to the County or County's agents, the right to enter the leased premises at all times for the purpose of monitoring the condition of the building.

SUB-LEASING

This lease, or any portion hereof, cannot be assigned or sub-let by Fire District without the prior, written consent of the County.

INDEMNIFICATION

The County agrees to save the Fire District harmless from any liability that might otherwise attach to the Fire District arising out of any activities of the County pursuant to this contract and resulting from the County's negligence.

The Fire District agrees to save the County harmless from any liability that might otherwise attach to the County as a result of any activities conducted on the leased premises by the Fire District including all damages of every kind and nature whatsoever that may be claimed or accrued by reason of an accident in or about the leased premises or from the Fire District's use or occupation of the leased premises and areas adjacent thereto, or caused by the acts or negligence of the Fire District or any agent of the Fire District.

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 contract or enforcing a provision of the contract, 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 reasonable attorney fees.

DEFAULT

If default shall be made in any of the covenants herein contained, the County may terminate the contract by written notice. The Fire District shall remove all equipment, supplies and persons from said premises.

TERMINATION

Notwithstanding the term of this lease, either party without cause may terminate this lease by giving the other party sixty (60) days written notice of said termination. Upon receipt of said notice by the Fire District, the Fire District 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.

SKAMANIA COUNTY FIRE
DISTRICT No. 3

Jim Schwinge
Signature

Chairman
Title

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

[Signature]
Chairman (Acting) 8/20/01

[Signature]
Commissioner

Commissioner

ATTEST:

[Signature]
County Auditor and Ex-Officio
Clerk of the Board

APPROVED AS TO FORM ONLY:

[Signature]
Prosecuting Attorney



SKAMANIA COUNTY FIRE DISTRICT No. 3

PAGE 3 of 3

125824 WARRANTY DEED BOOK 168 PAGE 581
(Statutory Form)

The Grantor, WHITE SALMON VALLEY SCHOOLS, DISTRICT 405-17, for and in consideration of Two Hundred Thirty Five Thousand and no/100 Dollars (\$235,000.00), in hand paid, conveys and warrants to SKAMANIA COUNTY, a political subdivision of the State of Washington, the following described real estate situated in the County of Skamania, State of Washington, together with all after acquired title thereto, to-wit:

Commencing at the Northeast corner of tract which coincides with the Quarter section corner to Sections 15 and 22, Township 3 North of Range 10 East of the Willamette Meridian, and marked by an iron pipe; thence along the center line of Underwood-Chenoweth Road, South 0 deg. 36 min. West 528.0 feet, to the Southeast corner, marked by an iron pipe 3/4" x 30"; thence North 89 deg. 36 min. West 412.50 feet to the Southwest corner, marked by an iron pipe 3/4" x 30"; thence North 0 deg. 36 min. East 528.0 feet to the Northwest corner, situated in the center line of the Highway, marked by an iron pipe 3/4" x 24"; thence South 89 deg. 36 min. East 412.50 feet to the Northeast corner of the point of beginning.

EXCEPT that portion conveyed to Skamania County by instrument recorded April 7, 1970 in Book 61, Page 612.

DATED the 23rd day of July, 1996.

FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Skamania Co.*

JUL 25 - 3 17 PM '96
P. Henry
AUDITOR
GARY M. OLSON

WHITE SALMON VALLEY SCHOOLS
DISTRICT NO. 405-17

Chairman
J. M. Lasker
Marilyn Wenzinger
Judith M. Manke

ATTEST:
Richard Carter
Secretary

Reviewed by
Deputy Clerk
Noted
Filed
Dated

REAL ESTATE EXCISE TAX
18211

JUL 25 1996
PAID *element*
W. R. Rasmussen
SKAMANIA COUNTY TREASURER

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