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SKAMANIA COUNTY WASH
BY Skamania County

Return Address:

Nov 13 4 20 PM '02

Skamania County

Q. Gary
J. MICHAEL WYSON

Document Title(s) or transactions contained herein:	
Lease	
GRANTOR(S) (Last name, first name, middle initial)	
Pacific Power & Light Company	
<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)	
Lot 5 Section 26, T7N, R6EWM	
<input type="checkbox"/> Complete legal on page 1 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	
07-06-26-0-0-0200-00 <i>VC</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.	

LEASE

PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY ("Lessor") hereby leases to SKAMANIA COUNTY SHERIFF'S OFFICE ("Lessee") and Lessee leases from Lessor the following premises, including residence, located in Skamania County, Washington:

That part of Lot 5 of Section 26, Township 7 North, Range 6 East, W.M., bounded and described as follows:

Beginning at a point where the north and south centerline of said Section 26 intersects Pacific's Swift Project Boundary Line, which point is marked by an iron pipe;
thence North 0° 11' 10" West 420.0 feet along said centerline of said section;
thence North 89° 48' 50" East 118.0 feet, more or less, to a point on said project boundary line;
thence southerly and westerly along said project boundary line to the point of beginning.

1. TERM: The term of this lease shall be for one (1) year commencing January 1, 1986 and ending December 31, 1986 and from month to month thereafter unless sooner terminated as herein provided.

2. RENT: Lessee shall pay to Lessor in advance each month rental in the amount of \$100.00. Rental is to be forwarded to:

Pacific Power & Light Company
Attention: Accounting Department
920 S. W. Sixth Avenue
Portland, Oregon 97204

unless otherwise requested in writing by Lessor.

3. TERMINATION: Lessor may terminate this lease at any time upon 30 days' prior written notice to Lessee whenever the premises are required by Lessor. Lessee may also terminate upon 30 days' written notice.

4. USE OF PREMISES: The premises shall be used and occupied by Lessee exclusively as a substation for the Sheriff's Office. Lessee shall comply with all federal, state and county laws, ordinances or regulations relating to occupancy or use of said leased premises, including sanitary laws, ordinances, rules and orders of appropriate governmental authorities, affecting the cleanliness, occupancy and preservation of the premises during the term of this lease. No rights or access rights to or over other of Lessor's lands are included in this lease.

5. MAINTENANCE AND REPAIR: Lessee shall not commit any waste on the premises. Lessee accepts the premises, including but not limited to the furnace, utilities and roof, in their present condition, and shall accept responsibility for all necessary maintenance ~~and repairs~~ to permit the use thereof and to prevent the deterioration of the condition of the premises.

5.1 Lessee shall, at its sole expense ~~make repairs and maintain~~ the premises in good condition ^{as now existing} ~~and repair~~ during the term of this lease and any renewal thereof. This obligation shall include but not be limited to maintenance of the lawn and landscaping, all furnishings, appliances and fixtures included in this lease. Any maintenance or repair occasioned by Lessee's misuse, neglect or waste or that of Lessee's visitors, employees or agents shall be the sole responsibility of Lessee. The Lessor shall provide no maintenance, repairs to or replacement of any improvements on the premises, unless separately agreed to in writing by the parties hereto prior to such maintenance, repair or replacement.

6. INSPECTION OF PREMISES: Lessor, its officers, employees, agents and invitees shall have the right at any time to enter upon any portion of said premises for any purpose in connection with its operation as a public utility. This right includes the making of any necessary excavations, the

cutting of any trees or the building of any structures required for any tests made by the Lessor. Lessor shall, in exercising this right, take due care to protect the use by Lessee of the premises to such extent as is compatible with the requirements of Lessor.

7. INDEMNIFICATION: To the extent permitted by applicable State law, Lessee assumes all risk in connection with its use of the premises and shall indemnify and hold Lessor, its directors, officers and employees, harmless against any and all claims, suits, costs, demands, damages, loss, liability or expense, including attorneys' fees for injury to or death of persons or damage to property including lessor's property, caused by or in any way related to Lessee's use of or occupancy of said premises.

8. LIENS: Lessee shall keep said premises free from all liens and encumbrances in connection with Lessee's use of said premises.

9. VEHICLES: No more than three automobiles shall be allowed on the premises, except visitors' cars. No inoperable vehicles shall be allowed to remain on the premises for more than 10 days.

10. ASSIGNMENT AND SUBLETTING: Lessee shall not sublet the premises nor assign or transfer this lease, nor allow someone not an employee of Lessee to use and occupy the premises, without the prior written consent of Lessor. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent of any subsequent assignment or subletting. An assignment or subletting without prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

11. ALTERATIONS AND IMPROVEMENTS: Lessee shall make no alterations or repairs to the buildings on the premises or construct any building or make

other improvements on the premises, without the prior written consent of Lessor. All alterations, changes and improvements built, constructed or placed on the premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided in written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the expiration or sooner termination of this lease.

12. UTILITIES: Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

13. WAIVER: The failure of Lessor to enforce any provision of this lease or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on the part of any such provision, but the same shall nevertheless be and remain in full force and effect.

14. NOTICE: Wherever in this lease notice is provided or required to be given by one party to another, such notice shall be in writing and transmitted by United States mail or by personal delivery to Lessor at its office at 920 S. W. Sixth Avenue, Portland, Oregon 97204, Attention: Property Management Department, or to Lessee at Stevenson, Washington 98648, as the case may be, or such other address as any party hereto may, from time to time, designate for that purpose.

15. ATTORNEYS' FEES AND COSTS: In connection with any litigation arising out of this lease, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

16. DEFAULT: In the event Lessee shall default in the performance of any covenant or agreement or any of their obligations under this lease, and Lessee shall fail to cure or have not commenced and are not diligently

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prosecuting to completion the curing of such default within 30 days' after written notice of such default, Lessor may elect to terminate this lease and all of Lessee's rights hereunder, whereupon Lessee's rights hereunder and in said premises shall immediately cease and Lessor may exercise any remedy available at law or in equity against Lessee on account thereof.

17. SURRENDER OF PREMISES: Upon the termination of this lease, Lessee shall promptly remove all properties placed by Lessee on said premises, with the exception of improvements referred to in paragraphs 5.1 and 11 hereof, and shall surrender said premises in good condition satisfactory to Lessor, reasonable wear and depreciation due to use excepted.

DATED this 30th day of June, 1986.

Gary H. Martin, Skamania County Assessor
Date 11-12-82 Parcel # 07-06-26-00-
0200-0-0
RH

PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

By

[Signature]
Vice President

LESSOR



ATTEST:

[Signature]

Skamania County Auditor and Ex-Officio Clerk of the Board

APPROVED AS TO FORM:

[Signature]
William R. Closner
Ska. Cnty. Sheriff

RKL

COMMISSIONER'S
SKAMANIA COUNTY SHERIFF'S OFFICE
SKAMANIA COUNTY, WASHINGTON

By

[Signature]

COMMISSIONER/LESSEE

By

[Signature]

COMMISSIONER/LESSEE

By

COMMISSIONER/LESSEE

APPROVED AS TO FORM:

Robert K. Leick
Ska. Co. Prosecutor