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BOOK 252 PAGE 200

FILED FOR RECORD
SKAMANIA COUNTY
BY BOCCOCT 14 1 35 PM '03
J. MICHAEL HARRISON
Auditor

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

Document Title(s) or transactions contained herein:	
1. Lease Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
1. Skamania County	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
1. Rock Creek Daycare, Inc.	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plot or Section, Township, Range, Quarter/Quarter)	
Section 1 of Township 2 North, Range 7 East, W.M.	
<input checked="" type="checkbox"/> Complete legal on page 2 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.	

LEASE
SKAMANIA COUNTY AND ROCK CREEK DAYCARE, INC

THIS AGREEMENT, made and entered into this 23rd day of September, 2003, between SKAMANIA COUNTY, by and through its Board of County Commissioners, hereinafter referred to as the "Lessor", and ROCK CREEK DAYCARE, INC., a non-profit corporation organized and existing under the laws of the State of Washington, hereinafter referred to as the "Lessee",

WITNESSETH:

That the Lessor does hereby lease and demise unto said Lessee, in common with the Skamania County Developmental Disability Program, office space (which shall include utilities and basic janitorial services) in the existing Skamania County Child Development Center at the Rock Creek Fairgrounds site located at 740 Rock Creek Drive, Stevenson, Washington, consisting of approximately 1924 square feet, plus exterior ground for playground area extending 15264 sq. ft. This building is located on a portion of land located within Quit Claim Deed recorded in Book 81, Page 593 of Skamania County Auditor's Records more particularly described as follows:

Beginning at a point 300' West of the SE corner of Lot 8, Section 1, Township 2 North, Range 7 East; thence North to a point 560' southerly, when measured at right angles of centerline of county road (formerly State Road 8); thence North 63 degrees 24' 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 centerline of county road to a point North of the point of beginning; thence South to the point of beginning.

For a term of twenty-four (24) months, beginning on the 1st day of January, 2002 and ending on the 31st day of December, 2004. PROVIDED that the Lessee agrees to conduct their activities in a manner that does not interfere with the existing Skamania County Disability Program activities. FURTHER PROVIDED that this lease may be renewed at the end of said 24-month period upon terms to be negotiated at that time.

TERMINATION: This lease may be terminated by either party giving 30 days written notice to the other party of their intent to terminate.

CONSIDERATION: The consideration for this lease shall be the sum of \$515.00 per month that shall include utilities and basic janitorial services and the Lessee's agreement to provide therapeutic daycare services to the developmentally disabled children, children who have a history of neglect or abuse, and their families.

ALTERATIONS/ENCUMBRANCES: The Lessee agrees not to make any alterations to the subject premises or to in any way encumber the premises without the written consent of the Lessor.

SUBLETTING: The Lessee agrees not to sublet or assign any part of this lease or agreement without written consent of the Board of Commissioners and to return the subject premises to the

Lessor in as good a condition as they are in now if for any reason this lease, or any subsequent extension of this lease, is terminated.

COVENANT TO REPAIR: Lessee, at its expense, shall maintain the premises in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear.

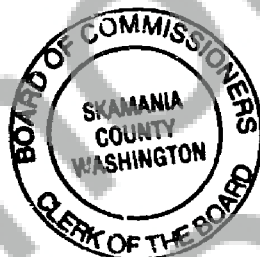
COMPLIANCE WITH LAWS AND REGULATIONS: Lessee agrees to comply with all applicable state and federal laws and regulations.

ATTORNEYS FEES: In the event suit or action is brought to enforce any of the terms of this agreement, the prevailing party shall be entitled to costs, including reasonable attorneys fees.

INDEMNIFICATION—USE AND OCCUPANCY OF PREMISES: Lessee agrees to hold the Lessor harmless from any liability that might otherwise attach to the Lessor as a result of Lessee's occupancy of said premises. Lessee shall further indemnify and hold lessor harmless against any and all claims, demands, causes of action, suits, or judgments, including expenses incurred in connection with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use, occupancy or performance of duties arising under this agreement, including but not limited to the services provided to the children.

INSPECTION OF PREMISES AND RIGHT TO MAKE REPAIRS: The Lessor shall have free access to the premises, including the buildings, at all reasonable times and after providing the lessee reasonable notice, for the purpose of examining or inspecting the condition of the premises or to make such repairs and alterations as shall be necessary for the safety and preservation of the premises.

ATTEST:



Doreen Johnson

Clerk of the Board

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

[Signature]
Chairman

Albert E. McKee
Commissioner

Commissioner

Approved as to form Only:

[Signature]

Prosecuting Attorney

ROCK CREEK DAY CARE, INC.

by: *[Signature]*

title: *Chairman*

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROCK CREEK DAYCARE AND
STEVENSON-CARSON SCHOOL DISTRICT**

IT IS UNDERSTOOD that The Board of Directors of Rock Creek Daycare, (RCDC) a private non-profit corporation, has elected to allocate its existing assets of leased building space in the Skamania County Child Development building, child development equipment, furniture and a 15-passenger van equipped with child booster seats to the Stevenson Carson School District. The School District will use the RCDC assets to provide early childhood development services to children in its existing Early Intervention program. The School District will serve the remaining eligible children from the RCDC program, if the parents or guardians of those children choose to enroll them in the Early Intervention Program.

IT IS FURTHER UNDERSTOOD that the Developmental Disability Office space in the subject Child Development Center building will be reserved for and available to the Klickitat Skamania Development Council contract personnel for computer and office work, and Skamania County administrative personnel as needed for limited computer work.

THE TERM of this understanding shall be for a two-year period, beginning on August 1, 2003 through June 30, 2005, provided RCDC funds remain available for the lease of the building, or as otherwise provided below. The School District is not bound to remain in the Child Development Center, and will give RCDC 30 days notice if it plans to discontinue occupancy of the Child Development Center.

RCDC shall continue payment of its existing lease to Skamania County, which includes utilities and basic janitorial services, and it is anticipated existing funds will cover the two-year period listed above. However, in the event the RCDC funds expire before the two-year period has ended, the School District may continue the lease through funding provided for serving children referred by the Skamania County Counseling Center, and determined to be appropriate for services by the School District.

THE SCHOOL DISTRICT agrees not to make any alterations to the subject premises or to in any way encumber the premises without the written consent of RCDC.

INDEMNIFICATION--USE AND OCCUPANCY OF PREMISES: The School District agrees to hold RCDC and Skamania County harmless from any liability that might otherwise attach to RCDC and Skamania County as a result of the School District's occupancy of said premises. The School District shall further indemnify and hold RCDC and Skamania County harmless against any and all claims, demands, causes of action, suits or judgments, including expenses incurred in connections with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use, occupancy or performance of duties arising under this agreement, including but not limited to the services provided to the children.

Richard P. Jessel 9/21/03
 Richard P. Jessel, President Date
 Rock Creek Daycare

Charles Miller
 Charles Miller, Board Chairman Date
 Stevenson-Carson School District

Approved as Attachment to RCDC/Skamania County Lease Agreement:

Robert M. Talent 10/22/03
 Robert M. Talent, Chair Date
 Board of Commissioners for Skamania County