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BOOK 254 PAGE 364

AFTER RECORDED, RETURN TO  
Department of General Administration  
Division of State Services  
Post Office Box 41015  
Olympia, Washington 98504-1015

Dept. General Admin.

NOV 13 10 15 AM '63

P. Lawry

JUL 10 1963

Document Title: SRL 03-0075								
Grantor: Employment Security Department								
Lessor: County of Skamania, Board of Commissioners								
Legal Description:  <u>Tax Parcel Number: 2-7-1-B-1200</u>  <u>Common Street Address: Approximately 1,500 square feet of land identified by Skamania County as parcel #2-7-1-B-1200 located on County of Skamania property, Stevenson, Washington (704-A SW Rock Creek Drive).</u>  <u>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 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.</u>  <div style="text-align: right;"><table border="1"><tr><td>Registered</td><td>_____</td></tr><tr><td>Advised</td><td>_____</td></tr><tr><td>Noted</td><td>_____</td></tr><tr><td>Filed</td><td>_____</td></tr></table></div>	Registered	_____	Advised	_____	Noted	_____	Filed	_____
Registered	_____							
Advised	_____							
Noted	_____							
Filed	_____							
Assessor's Tax Parcel Number(s): 2-7-1-B-1200								

Department of General Administration  
Division of State Services  
210 11<sup>th</sup> Avenue SW, Room 230  
Post Office Box 41015  
Olympia, Washington 98504-1015

Lease No. SRL 03-0075  
SR 288-10-02

(Stevenson) SJF/ds  
Page 1 of 5  
October 10, 2003

LAND LEASE

1. This LEASE is made and entered into between County of Skamania, Board of Commissioners whose address is Post Office Box 790, Stevenson, Washington 98648 for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the State of Washington, Employment Security Department, acting through the Department of General Administration, hereinafter called the Lessee.

WHEREAS, the Department of General Administration is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this lease;

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

2. The Lessor hereby leases to the Lessee the following described real property:

Tax Parcel Number: 2-7-1-B-1200

Common Street Address: Approximately 1,500 square feet of land identified by Skamania County as parcel #2-7-1-B-1200 located on County of Skamania property, Stevenson, Washington (704-A SW Rock Creek Drive).

To be used for the following purposes: To locate a tenant-owned modular office structure of approximately 600 square feet.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning July 1, 2003 and ending June 30, 2005.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the real property at the following rate:

July 1, 2003 to June 30, 2004

One Hundred Fifteen Dollars and No Cents:

\$115.00 per year

July 1, 2004 to June 30, 2005

One Hundred Twenty Dollars and No Cents:

\$120.00 per year

Payment shall be made annually.



**EXPENSES**

5. During the term of this Lease, Lessor shall pay all real estate taxes, and property assessments, and insurance.

5A. Lessee shall pay rent on the real property and be responsible for ongoing building repair, maintenance and operation costs, which shall include utilities to the modular office structure.

**ASSIGNMENT/SUBLEASE**

6. The Lessee shall not assign this Lease nor sublet the real property without the written permission of the Lessor, which permission shall not be unreasonably withheld, except to a desirable tenant, and shall not permit the use of the real property by anyone other than the Lessee, such assignee or sublessee, and the employees, agents, and servants of the Lessee, assignee, or sublessee.

**RENEWAL/CANCELLATION**

7. The Lease may, at the option of the Lessee, be renegotiated for an additional term.

7A. This Lease may be terminated by either party by giving written notice not less than thirty (30) days prior to the effective date of termination.

**FIXTURES**

8. The Lessee shall have the right during the existence of this Lease, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the real property hereby leased, with the Lessor's approval of each addition, which such approval shall not be unreasonably withheld. Any fixtures, additions, or structures so placed in or upon or attached to the real property shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease provided that the Lessee shall return the real property hereby leased to as good or better condition as said real property was on the date the real property was first occupied by the Lessee.

**PAYMENT**

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

**NO GUARANTEES**

10. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of General Administration of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General.

**REIMBURSEMENT FOR DAMAGE TO PREMISES**

11. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, contractors, licensees, invitees, clients and agents.





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### HAZARDOUS SUBSTANCES

12. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the real property hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of any hazardous or toxic substances on the real property, except for such substances as may be placed on the real property by the Lessee.

### CANCELLATION/SUPERSESSION

13. This lease cancels and supersedes SRA #0-0052 dated May 30, 2000, and all modifications thereto effective July 1, 2003.

### CAPTIONS

14. 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

15. Wherever in this Lease 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.

LESSOR: County of Skamania  
Board of Commissioners  
Post Office Box 790  
Stevenson, Washington 98648

LESSEE: Department of General Administration  
Division of State Services  
Post Office Box 41015  
Olympia, Washington 98504-1015

03 0075  
SRL 03-0075



Lease No. SRL 03-0075

September 9, 2003

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

County of Skamania, Board of Directors

By: [Signature]  
Chairperson  
Title: Chair, Board of County Commissioners  
Date: 10/27/03

(Lessor: If corporation, partnership,  
or other officer with legal authority  
other than a natural person, give title)

[Signature]  
Stefanie J. Fuller  
Real Estate Project Coordinator  
Date: 10/31/03

STATE OF WASHINGTON

Employment Security Department

Acting through the Department  
of General Administration

APPROVED AS TO FORM:

By: [Signature]  
Assistant Attorney General  
Date: 10/31/03

[Signature]  
Mark L. Lohme  
Real Estate Manager  
Division of State Service  
Date: 11/4/03

STATE OF Washington )  
 ) ss.  
County of Skamania )

I, the undersigned, a Notary Public, do hereby certify that on this 27<sup>th</sup> day of October, 2003, personally appeared before me Robert M. Talent to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

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



Pamela R. Johnson  
Notary Public in and for the State of Washington,  
Residing at Carson  
My commission expires 10/9/05



Lease No. SRL 03-0075

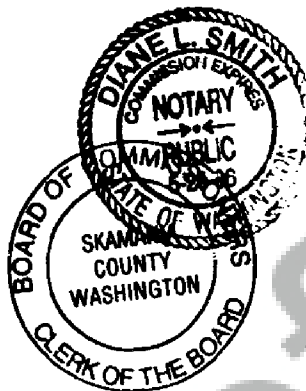
September 9, 2003

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STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 4<sup>th</sup> day of November, 2003, personally appeared before me MARK L. LAHAIE, Real Estate Manager, Division of State Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he 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 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.



Daniel L. Smith  
Notary Public in and for the State of Washington,  
Residing at Olympia  
My commission expires 12/29/06

ATTEST:

Patricia Johnson  
Skamania County  
Clerk of the Board

Approved as to form only:

Peter S Banks  
Peter S Banks  
Skamania County Prosecuting Attorney

