

After Recording Return To:
Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

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Filed by: BUILDINGS & GROUNDS
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of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

**SKAMANIA COUNTY LEASE AGREEMENT
WITH MID-COLUMBIA CHILDREN'S COUNCIL, INC.**

This lease agreement, made and entered into this 20th day of June, 2005 by and between **SKAMANIA COUNTY**, through its duly elected Board of Commissioners, hereinafter referred to as the "**LESSOR**", and **MID-COLUMBIA CHILDREN'S COUNCIL, INC.** hereinafter referred to as the "**LESSEE**" under RCW 39.34.010, 39.34.080.

WITNESSETH

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

PREMISES

The **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby leases in common with Skamania County Developmental Disability Program, office space (which shall include utilities) devises unto said **LESSEE** approximately 1924 square feet of floor and 15,264 square feet ground space within the certain building known as the Skamania County Child Development Center at the Rock Creek Fairgrounds site located at 740 Rock Creek Drive, Stevenson, Washington.

This building is located within 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 follow:

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. Skamania County Tax Lot Number 02-07-01-2-0-1200-00. *o. 1.*

USE OF PREMISES

Said leased premises are to be used to house **MID-COLUMBIA CHILDREN'S COUNCIL, INC.** to provide preschool early education program for ages 3-5 with special needs and basic education. There is sufficient parking on site for 6 staff members; any other parking needs can be

Accommodated in the Fairgrounds Parking Lot south of the Child Development Center (with the exception of the week of the Skamania County Fair and up to three other major events potentially scheduled during the year – during these events there may be other parking options available in the vicinity).

LICENSES AND PERMITS

The Lessee 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 **LESSEE** shall pay unto the **LESSOR** for the use of the Skamania County Child Development Center at the rate of six hundred and no/100's dollars (\$600.00) per month. The rent does not include: water, electric and gas and garbage service. It does not include telephone charges or any other utilities not set out herein. The monthly user fee will be subject to an annual review for consideration of costs.

TERM

The term of twelve (12) months, beginning on the 1st day of August 2005 through the 31st day of July 2006. This lease shall automatically extend for a like term, unless either party notifies the other party in writing at least 30 days before the end of the lease of its desire to renegotiate the terms of the lease.

CONDITION OF PREMISES

The **LESSEE** shall exercise due care in the use of the premises. It is further agreed that at the close of each daily operation by the **LESSEE**, that said **LESSEE** will conduct and is responsible for the general cleanup of the leased premises, the removal and proper off-site disposal of spent hypodermic needles and other medical waste and the securing of said facility at the time of his departure. The **LESSEE** herein agrees to keep said premises in a clean and sanitary condition to the satisfaction of the **LESSOR**.

The **LESSEE** shall maintain said premises in good repair and refrain from destroying, defacing, damaging, or removing any part of the premises; and shall not make or contract to make any changes, repairs or alterations in the premises (including but not limited to, painting and wall papering), without first obtaining the written permission of the **LESSOR** or its agent.

No pets or other animals shall be allowed in/on the premises.

The **LESSOR** hereby reserves, and the **LESSEE** hereby grants to the **LESSOR** or **LESSOR's** agents, the right to enter the leased premises at all times for the purpose of inspecting the premises and making necessary repairs. Any repairs to the building shall be made by Skamania County.

SUB-LEASING

This lease, or any portion hereof, cannot be assigned or sub-let by **LESSEE** without the written consent of the **LESSOR**.

INDEMNIFICATION

The **LESSEE** agrees to save the **LESSOR** harmless from any liability resulting to the **LESSOR** as a result of any activities conducted on the leased premises by said **LESSEE** 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 Lessee's use or occupation of the leased premises and areas adjacent thereto, or caused by the acts or neglect of the lessee or any agent of the Lessee. The **LESSEE** will further indemnify and hold Skamania County harmless under the State Industrial Insurance Act from claims of any employee.

It is agreed that neither the **LESSOR** nor the **LESSOR's** agents shall be liable for the death of or injury to any person in or about the premises, or for loss of or damage to any property of the **LESSEE** arising out of the acts or negligence of the lessee or any of its agents. Further more, the **LESSOR** shall not be liable to the **LESSEE** or to any person for claims arising from any defect in the construction or present condition of the premises, whether known or unknown, or for damages by storms, rain or leakage.

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's fees.

DEFAULT

If default shall be made in any of the covenants herein contained, the **LESSOR** may terminate the contract by written notice. The **LESSEE** 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 **LESSEE**, the **LESSEE** 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.

MID-COLUMBIA
CHILDREN'S COUNCIL, INC.

Suzanne Hallman
Signature

Executive Director
Title

ATTEST:

Danella Johnson

Clerk of the Board

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Robert E. McFee
Chairman

1 and 1
Commissioner

James D. Richman
Commissioner

APPROVED AS TO FORM ONLY:

T. J. [Signature]
Prosecuting Attorney

