

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

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| <i>Document Title(s) or transactions contained herein:</i> | |
| 1. Lease Agreement | |
| <i>GRANTOR(S) (Last name, first name, middle initial)</i> | |
| 1. Skamania County | |
| <input type="checkbox"/> Additional names on page _____ of document. | |
| <i>GRANTEE(S) (Last name, first name, middle initial)</i> | |
| 1. State of Washington Employment Security Department | |
| <input type="checkbox"/> Additional names on page _____ of document. | |
| <i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> | |
| Section 1, Township 2 North, Range 7 East, W.M. 704-A SW Rock Creek Drive, Stevenson, WA | |
| <input type="checkbox"/> Complete legal on page _____ of document. | |
| <i>REFERENCE NUMBER(S) of Documents assigned or released:</i> | |
| <input type="checkbox"/> Additional numbers on page _____ of document. | |
| <i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> | |
| C.S. 2-7-1-B-1200 | |
| <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. | |

RENTAL AGREEMENT

1. This RENTAL AGREEMENT 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 Landlord, and the State of Washington, Employment Security Department acting through the Department of General Administration, in accordance with RCW 43.82.010, hereinafter called the Tenant.

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

2. The Landlord hereby rents to the Tenant the following described premises:

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).

USE

3. The premises shall be used by the Employment Security Department and/or other state agencies for the following purpose(s): to locate Tenant-owned modular office structure.

TERM

4. This Agreement, which CANNOT EXCEED ONE YEAR, shall be effective from September 1, 2005 through August 31, 2006.

RENTAL RATE

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:

One Hundred Twenty-three Dollars and Sixty Cents

\$123.60 per year

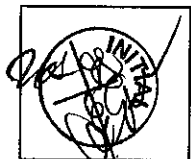
Payment shall be made annually in August of each year.

EXPENSES

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance and storm water.

TERMINATION

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



ASSIGNMENT/SUBLEASE

8. The Tenant may assign this Rental Agreement or sublet the premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

FIXTURES

9. The Tenant shall have the right during the existence of this Rental Agreement, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the real property hereby leased, with the Landlord'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 Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement provided that the Tenant 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 Tenant.

PREVAILING WAGE

10. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Rental Agreement as though fully set forth herein.

PAYMENT

11. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

12. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the leased premises.

DISASTER

13. In the event the premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord(s) neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.



NO GUARANTEES

14. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing. And it is further understood that this Rental Agreement 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. Any amendment or modification of this Agreement must be in writing and signed by both parties.

HAZARDOUS SUBSTANCES

15. Landlord 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 premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Tenant.

DATE COMPLIANCE

16. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20th or 21st century, so that the functions, calculations, and other computing processes of the systems controls perform in a consistent manner regardless of the date in time on which the systems controls are actually performed and regardless of the Date Data input to the systems controls, whether before, during or after the year 2000, and whether or not the Date Data is affected by leap years.

"Date Data" means any data, formula, algorithm, process, input or output which includes, calculates, or represents a date, a reference to a date, or a representation of a date; including, but not limited to the following:

- a) No value for current date will cause any interruption in operation. Current date means today's date as known to the equipment or product.
- b) Date-based functionality will behave consistently for dates prior to, during, and after year 2000.
- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or a suitable interface rule.

CANCELLATION/SUPERSESSION

17. This Rental Agreement cancels, supersedes, or replaces SRL 03-0075 dated October 10, 2003, and all modifications thereto effective September 1, 2005.

CAPTIONS

18. 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

19. Wherever in this Rental Agreement 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.



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

TENANT: Employment Security Department
Post Office Box 46000
Olympia, Washington 98504-6000

AND: Department of General Administration
Real Estate Services
General Administration Bldg.
Post Office Box 41015
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties subscribe their names.

County of Skamania, Board of Commissioners

By: [Signature]
Title: Chairman
Date: 9-19-05

APPROVED AS TO FORM:

[Signature]
Skamania County Prosecutor

STATE OF WASHINGTON

Employment Security Department

Acting through the Department
of General Administration

[Signature]
Robert A. Bippert, Director
Real Estate Services

Date: 9/23/05

RECOMMENDED FOR APPROVAL:

[Signature]
Neil Tuggle, Real Estate Agent
Real Estate Services

Date: 9.21.05

APPROVED AS TO FORM:

By: [Signature]
Assistant Attorney General
Date: 9/22/05

