

AFTER RECORDING RETURN TO:

Department of General Administration  
Real Estate Services  
P. O. Box 41015  
Olympia, Washington 98504-1015

Lease No. SRL 08-0118  
SR 088-04-08

(Stevenson) DLS/rla  
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Date: September 23, 2008

LEASE

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:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 0207012012000

Common Street Address: 701-704 S.W. Rock Creek Drive, Stevenson, Washington

Approximately 1,240 square feet of office space located at 704 S.W. Rock Creek Drive, Stevenson, Washington, legally described as follows:

Beginning at a point 300' West of the SE corner of Lot 8, Sec. 1-2-7; thence North to a point 560' southerly, when measured at right angles of centerline of county road (formerly State Road 8); thence North 63° 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.

USE

2. The premises shall be used by the Employment Security Department and/or other state agencies for the following purpose(s): office space for delivery of employment services. Lessor acknowledges that Lessee houses state and local business partners within said premises under Resource Sharing Agreements and Subleases.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning October 1, 2008 and ending September 30, 2011.



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**RENTAL RATE**

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

**October 1, 2008 through September 30, 2009:**Seven Hundred Dollars and Sixty Cents\$700.60 per month.**October 1, 2009 through September 30, 2010:**Seven Hundred and Twenty-one Dollars and Twenty-seven Cents\$721.27 per month.**October 1, 2010 through September 30, 2011:**Seven Hundred and Forty-two Dollars and Ninety-seven Cents\$742.97 per month.

Payment shall be made at the end of each month upon submission of properly executed vouchers.

4.1. The Lessee shall not be required to pay the rental rate referenced in Paragraph 4 above until all of the work requested by Lessee in Additional Lease Provisions paragraph 19, have been completed by Lessor. Until all such work is completed and approved by Lessee, the rate of \$680.00 per month, as required under SRA 06-0142 shall continue in effect.

**EXPENSES**

5. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with one and one-half hours per week of janitorial services to include restroom supplies and light bulbs. Janitorial services to be provided two times a week on Tuesdays and Thursdays to include twice per week cleaning of restrooms (disinfect toilet, damp mop/disinfect floor, clean sink, stock paper product and empty trash cans; One time per week vacuum all carpeted floors; and quarterly cleaning of HVAC supply/return diffusers and replacement of filters. HVAC maintenance should be performed more often if necessary to maintain optimum clean air.

- 5.1. Lessee shall pay for only electrical utilities in their demised space.

**MAINTENANCE AND REPAIR**

6. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).



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**ASSIGNMENT/SUBLEASE**

7. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

**RENEWAL/CANCELLATION**

8. The Lease may, at the option of the Lessee, be renegotiated for an additional three (3) years.

8.1 It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises on or after September 30, 2009 by giving written notice to the Lessor at least ninety (90) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

**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.

**COMPLIANCE WITH STATE/FEDERAL LAWS**

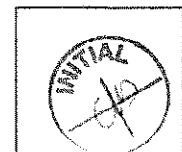
10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

**FIXTURES**

11. The Lessee, upon the written authorization of the Department of General Administration, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

**ALTERATIONS/IMPROVEMENTS**

12. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.



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**PREVAILING WAGE**

13. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease 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 and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

**DISASTER**

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease 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 Lessee 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**

15. 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. Any amendment or modification of this Lease must be in writing and signed by both parties.

**ENERGY**

16. The Lessor, or authorized representative, in accordance with RCW 43.19.685, has conducted a walk-through survey of the leased premises with a representative of the Director of the Department of General Administration. Lessor will undertake technical assistance studies and/or subsequent acquisition and installation of energy conservation measures identified as cost effective by the survey.

**REIMBURSEMENT FOR DAMAGE TO PREMISES**

17. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

**HAZARDOUS SUBSTANCES**

18. 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 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.

Lessor shall indemnify and hold harmless the Lessee 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 Lessee.





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**ADDITIONAL LEASE PROVISIONS**

19. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before November 30, 2008, complete in a good and workmanlike manner, in accordance with state Leased Space Requirements, July 2005 edition, attached hereto and incorporated herein by reference as Exhibit "A", the following items:

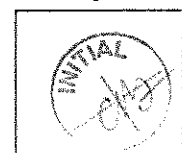
- a) Clean all portions of the exterior of the building so as to eradicate the build-up of all dirt, remove the moss and tree branches and leaves from the roof surface and fascia, clean out the build-up of leaves from the gutters, remove the build-up of moss in the parking areas and on the wheelstops, eliminate the weeds growing adjacent to the main entry ramp, and in general "spruce up" the appearance of the facility. The State recommends pressure washing all adjacent sidewalks so as to remove all organic growth.
- b) Appropriately paint or stain the main entry door as well as the frame and/or trim around the door so as to restore it to like-new appearance.
- c) Provide a protective lens for the exterior light fixture located immediately adjacent to the main entry door.
- d) Provide an additional area light near the side door of this facility that will illuminate the areas currently cast in shadows due to the placement of the existing HVAC unit.
- e) Designate the standard parking stall located closest to the bottom of the ramp serving the main entry as an additional accessible stall. Provide appropriate signage mounted at the head of this stall identifying it as such. In addition, provide appropriate painted striping in the accessible aisle between this stall and the adjacent van accessible stall.
- f) Provide an appropriate directional sign located near the side door or the northeast corner of the building indicating the location of the accessible entrance to this building.
- g) Provide audible and visible emergency alarms as required by the governing codes.
- h) In the Public Restroom, relocate the toilet seat cover dispenser so that its point of operation is no more than 48" AFF.
- i) Ensure that all HVAC filter changes are done quarterly, maintenance and repairs on the system are performed regularly, and on-site staff are notified of completion of all work.
- j) Appropriately repair the magnetic latch serving the supply cabinet in the Staff restroom so it maintains closure of the door.
- k) Replace the toilet seats in the Staff restroom.
- l) Repair carpet snags throughout facility due to possible safety issues.
- m) Exterior: Wheel stop needed directly in front of building.
- n) Interior: Supervisor's windows do not latch or lock - repair/install locking device/latch; Staff restroom: flush lever is located on wrong side of toilet to meet ADA.

**CANCELLATION/SUPERSESSION**

20. This Lease cancels, supersedes, or replaces SRA 06-0142 dated November 3, 2006, and all modifications thereto effective October 1, 2008.

**WITHHOLDING OF RENT PAYMENTS**

21. If the Lessor fails to maintain, repair and/or improve the premises as set forth herein, the Lessee may, if authorized by the Department of General Administration, withhold ten percent (10%) of rent payments until such time as Lessor completes deficient maintenance, repair and/or improvements. Upon receipt of documentation of Lessor's noncompliance with maintenance, repair and/or improvement provisions and a written request to withhold rent payments from the Lessee, the Department of General Administration shall provide Lessor with a list of deficient maintenance, repair and/or improvement items and notify Lessor that Lessee has been authorized to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Lessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Lessor after the



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Department of General Administration verifies that Lessor has satisfactorily completed all maintenance, repair and/or improvements and authorizes Lessee to remit the withheld rent. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

### CONDEMNATION

22. If all the premises or such portions of the Building as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

### HOLDING OVER

23. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

### SUBORDINATION

24. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

### CAPTIONS

25. 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

26. 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  
Real Estate Services  
210 - 11<sup>th</sup> Avenue SW., Room 230  
Post Office Box 41015  
Olympia, Washington 98504-1015

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IN WITNESS WHEREOF, the parties subscribe their names.

County of Skamania  
Board of CommissionersBy: James D. RichardsonTitle: Chair, Board of CommissionersDate: 10/7/08

APPROVED AS TO FORM:

[Signature]  
Skamania County Prosecutor

STATE OF WASHINGTON

Employment Security DepartmentActing through the Department  
of General Administration[Signature]  
Robert Bippert, Senior Deputy Assistant Director  
Real Estate ServicesDate: 10.15.08

RECOMMENDED FOR APPROVAL:

[Signature]  
Diane Smith, Property and Acquisition Specialist  
Real Estate ServicesDate: 10/10/08

APPROVED AS TO FORM:

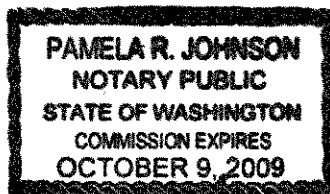
By: [Signature]

Assistant Attorney General

Date: 10/13/08STATE OF Washington )  
County of Skamania ) ss.

On this 7<sup>th</sup> day of October, 2008 before me personally appeared James D. Richardson and said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Board of Commissioners Chair of Skamania County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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 10/9/09

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STATE OF WASHINGTON       )  
  ) ss.  
County of Thurston        )

I, the undersigned, a Notary Public, do hereby certify that on this 15<sup>th</sup> day of October, 2008, personally appeared before me Robert A. Bippert, Senior Deputy Assistant Director, Real Estate 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.



  
Notary Public in and for the State of Washington  
Residing at Olympia  
My commission expires 3-21-09

