

original in file in 1
Cause #4745

274
2019-001132

INTERGOVERNMENTAL LEASE

THIS LEASE, made the day and year last herein written, between SCHOOL DISTRICT 405-17, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, hereinafter called Lessor, and SKAMANIA COUNTY, a regularly established county and political subdivision of the State of Washington, hereinafter called Lessee,

W I T N E S S E T H :

That pursuant to authority granted by the laws of the State of Washington for intergovernmental disposition of property codified as RCW 39.33.010 and after finding by the Superior Court of the State of Washington for Skamania County in cause No. 4697-C that the hereinafter described real property is surplus and excess to the foreseeable needs of Lessor, the parties covenant to and with each other as follows:

I.

Lessor does hereby lease to Lessee the following described real property in the County of Skamania, State of Washington, together with the buildings, improvements and appurtenances located thereon, to-wit:

Commencing at the northeast corner of the tract which coincides with the quarter section corner of Sections 15 and 22, Township 3 North, Range 10, east, W. M., marked by an iron pipe; thence along the centerline of the Underwood-Chenoweth Road south $0^{\circ} 36'$ west 528 feet to the southeast corner marked by an iron pipe $3/4$ inch by 30 inches. Thence northerly $89^{\circ} 36'$ west 412.50 feet to the southwest corner marked by an iron pipe $3/4$ inch by 30 inches. Thence north $0^{\circ} 36'$ east 528 feet to the northwest corner situated in the centerline of the said Underwood-Chenoweth Road, marked by pipe $3/4$ inch by 24 inches. Thence south $89^{\circ} 36'$ east 412.50 feet to the northeast corner, the point of beginning. Said plat contains 5 acres, more or less.
TOGETHER WITH water and water rights appurtenant thereto.

Skamania County, WA
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Request of: SCHOOL DISTRICT 405-17



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TO HAVE AND TO HOLD said premises upon the terms and conditions herein stated for the term of 50 years, commencing on the 19th day of August, 1967⁸, and extending to and including the 1st day of August, 2017.

II.

This lease is conditioned upon the use of the above-described property as and for a center for cultural and recreational use of the public generally and particularly the residents and inhabitants of that area of Skamania County commonly known as Underwood and Underwood Heights, therefore

In the event the said premises are abandoned by Lessee and/or the premises are ever devoted to a different purpose, then in that event, upon 60 days' notice in writing by Lessor sent to the County Commissioners of Skamania County, Stevenson, Washington, this lease shall be terminated without re-entry by Lessor and Lessee shall peacefully relinquish possession; provided, however, that Lessee shall have the right of retention of the property under this lease upon showing satisfactory to Lessor, during said 60 days, that activities consistent with the purpose herein made a condition to this lease have been reestablished; provided further that it is recognized and to that extent made an exception to the above that there is located upon the premises at this time a certain dwelling, or dwellings, which are being rented, and Lessee shall have the privilege of retaining such rentals and the rent therefrom, provided, however, that should such dwellings or any of them be abandoned by Lessee as rental properties, they shall not be replaced as such nor other rental units constructed nor said rentals be altered or improved to the extent that the units are, to all intents and purposes, rebuilt.

III.

Lessee shall not sublet the premises or any portion thereof except in strict compliance with the purpose recited in paragraph II hereof.

IV.

Lessor and Lessee agree that upon expiration of the term herein, renegotiation of this lease will be done in good faith by both parties unless said lease is terminated other than by expiration of the 50-year term.

V.

Lessee agrees that it will indemnify and save Lessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property or the leased premises or upon adjoining streets, lands, walkways or premises, which arise out of use, occupancy, acts, failure to act, or neglect of Lessee, its agents, sublessees, tenants, employees or guests.

VI.

Lessor agrees that the use or non-use of existing buildings or improvements shall be solely at the discretion of Lessee and that if, in Lessee's judgment, the buildings or improvements or both are not suitable for Lessee's needs in accomplishing the purposes recited in paragraph II hereof, Lessee may remove any or all of said improvements; provided, however, that Lessee shall remove all litter and debris and shall leave the land in an orderly condition after such removal.

VII.

Lessee shall be responsible for the costs of all repairs, alterations, removal, upkeep, construction and maintenance of the said premises and improvements thereon and shall pay all taxes, assessments or charges lawfully imposed upon the land or improve-

ments or representing an encumbrance thereto, if any, which are attributable to the period of this lease or any acts of Lessee.

VIII.

Lessor covenants that Lessor is seized of the leased premises and has full right to make this lease, and that Lessee shall have quiet and peaceful possession of the leased premises during the term of this lease.

IX.

All terms, conditions and covenants of this lease are hereby made subject to the following right reserved in Lessor, to-wit: In the event that, during the period of this lease, Lessor shall determine that the said premises are needed for construction of a school building and is ready to begin construction thereof within 90 days and, upon notice sent to Lessee, addressed as called for in paragraph II hereof, Lessee shall vacate said premises within 90 days of receipt of said notice. No damages, refunds, relocation costs, or compensation of any sort shall be payable to Lessee unless Lessor fails to begin construction of a school building or buildings upon the premises within the said 90 days.

X.

Lessee shall have the right to remove any and all improvements placed upon the land, subject matter of this lease, upon expiration of the terms and conditions of this lease, or if terminated by law; provided, however, that all said improvements remaining upon the land 90 days after expiration, termination or notice thereof by Lessor to Lessee made for any reason herein authorized, shall become the property of Lessor, and provided further that, in any event, Lessee shall leave the premises free from litter and debris and in an orderly condition, and in the event that any amount of clean-up or removal of debris is necessary after said 90-day

period, Lessee hereby agrees to pay the costs incurred by Lessor to accomplish such clean-up and/or removal of debris, except that Lessee shall not be responsible for removal of any building used at the time of expiration or term of this lease which is now located on said premises.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed signatures and seals this 19th day of Aug, 1967⁶¹.

SKAMANIA COUNTY, Lessee:

By: _____

By: _____

By: _____

COUNTY COMMISSIONERS

SCHOOL DISTRICT NO. 405-17,
Lessor:

By: Laurence Wallace
Frank E. Lester

By: Walter L. Van Dusen

By: Norman W. Burghart
BOARD OF DIRECTORS

Aug 19, 1968

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VIII.

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IN WITNESS WHEREOF, the parties hereto have hereunto affixed signatures and seals this _____ day of _____, 1968.

SKAMANIA COUNTY, Lessee:

By: _____

By: _____

By: _____
COUNTY COMMISSIONERS

SCHOOL DISTRICT NO. 405-17, Lessor:

By: Doyle L. Van Dusen

By: Norman W. Bergstrom

By: Frank E. Lester
BOARD OF DIRECTORS