



STATE OF WASHINGTON

AUG 8 1980 10-00 AM

Department of  
*Natural Resources*

COMMISSIONER  
BERT L. COLE

R. A. BESWICK  
SUPERVISOR

OLYMPIA, WASHINGTON  
98504

RECEIVED  
AUG 07 1980  
ENGINEERS

August 4, 1980

Skamania County  
County Commissioners  
P. O. Box 411  
Stevenson, WA 98648

Gentlemen:

Enclosed is Lease No. 60657 which has been executed by the Commissioner of Public Lands. This lease will expire May 15, 1993. Also enclosed is a surrender of leasehold which will serve to cancel your previous lease under Application No. 60657 which was scheduled to expire May 15, 1983.

Very truly yours,

BERT L. COLE  
Commissioner of Public Lands

*Donald F. McKay*

Donald F. McKay  
Office Manager

DFM:jmf  
Enc.  
App. No. 60657  
cc: Southwest Area

Skamania County, WA  
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Request of: DEPARTMENT OF NATURAL RESOURCES

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STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Lease No. 60657

BY THIS LEASE, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the State, and SKAMANIA COUNTY, hereinafter called the Lessee, the State leases to the Lessee the following described lands in Skamania County, Washington, on the terms and conditions stated herein, to wit:

NW1/4NW1/4NE1/4 of Section 16, Township 3 North, Range 10 East, W.M., containing approximately 10 acres.

Subject to easement for right of way for county road heretofore granted under Application No. CR-1171, for an indefinite term.

SECTION 1 OCCUPANCY

1.01 Term. This lease shall commence on the 15th day of May, 1980, and continue to the 15th day of May, 1993.

1.02 Higher and Better Use. The permitted use authorized by Section 2 - 2.01 is considered an interim use. The lease is subject to cancellation by the Department upon 60 days' written notice in the event the area covered thereby is included in a State plan of development for a higher and better use.

SECTION 2 USE OF SITE

2.01 Permitted Use. The site shall only be used for the purposes contained in the Lessee's approved plan of development of a solid waste transfer station and emergency waste disposal site, unless the Lessee submits a written request and obtains written permission from the State.

SECTION 3 PAYMENT

3.01 Rental. The Lessee shall pay to the State at Olympia, Washington 98504, annually in advance, \$2,400.00. The annual rental for each 5 year period of the lease thereafter will be adjusted as stated in Section 3 - 3.02.

3.02 Reappraisal. On May 15, 1985, and at intervals of not less than five (5) years thereafter, a new annual rental will be established. The new rental will be the Fair Market Rental Value of the leased land, exclusive of the Lessee's improvements, as determined by the State's appraiser. In determining Fair Market Rental Value the appraiser will consider any tax benefits or detriments afforded the land and improvements accruing to the Lessee by reason of leasing State land in comparison to leasing privately owned land, and adjust the rental to eliminate any tax advantage or disadvantage. The Fair Market Rental Value will be appraised within ninety (90) days of a rental adjustment period. However, in no event will the adjusted annual rental be less than \$2,400.00.

In the event that agreement cannot be reached between the State and the Lessee on the Fair Market Rental Value of the land, such valuation shall be submitted to a Review Board of Appraisers. The Board shall be as follows: One member to be selected by the Lessee and his expense shall be borne by the Lessee, one member selected by the State and his expense shall be borne by the State, these members so selected shall mutually select a third member and his expenses shall be shared equally by the Lessee and the State. The majority decision of this Appraisal Review Board shall be binding on both parties. Notwithstanding submission of the evaluation to the Review Board, the Lessee shall pay the rental amount as proposed by the State on the due dates as required if no decision by the Review Board has been made. If additional payments or refunds are required as a result of this review, such monies shall be due and payable within thirty (30) days after such review decision.

## SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the site at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

(1) Only recyclable materials will be stored on the site. Storage area is to be screened from public view. Recyclable material must be removed periodically and not allowed to accumulate.

(2) No unprocessed tires are to be buried.

(3) Vector populations must be controlled.

(4) Debris scattering must be controlled.

(5) Fire hazards are to be controlled.

4.02 Access. The State reserves the right to grant easements and other land uses on the site to itself and others when the easement or other land uses will not unduly interfere with the use to which the Lessee is putting the site or interfere unduly with the plan of development for the site. No easement or other land uses shall be granted until damages to the leasehold shall first have been ascertained by the State and paid to the Lessee by the applicant for the easement or other land use. The Lessee's plan of development and placement of improvements must be such that access to the State's adjacent ownership, if any, will not be prohibited.

4.03 Restrictions on Use. In connection with use of the site the Lessee shall:

(1) Conform to all public authority and State and local laws concerning planning, zoning and other requirements which may affect the leased site in the same manner as if the land was leased from a private owner.

(2) The Lessee shall cut no State timber or remove State-owned valuable material without prior written consent of the State. Prior to the State granting authorization for the cutting of timber or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(3) Take all reasonable precautions to protect the land and improvements on the leased site from fire, make every reasonable effort to report and suppress such fires as may affect the leased site, and shall be subject to applicable fire laws affecting the leased site.

(4) Not allow debris or refuse to accumulate on the leased site.

(5) Use the site only for the purposes as set forth in Section 2 - 2.01 of this lease unless otherwise approved in writing by the State.

(6) Control noxious weeds on the leased premises as directed by the local County Weed Control Board or shall be responsible for reimbursing said Board for their control measures.

(7) Place at a location satisfactory to the State a 6 inch hydrant capable of developing at hydrant level sufficient pressure to discharge a minimum of twenty gallons per minute, using a 1/4 inch nozzle tip through fifty feet of 1 1/2 inch rubber-lined hose and storage of at least 500 feet of 1 1/2 inch cotton jacket hose must be placed in a location satisfactory to the State.

## SECTION 5 REQUIREMENTS

5.01 Assignment, Sub-lease and Corporate Control. This lease or any portion thereof or interest therein may not be assigned, mortgaged, sublet or otherwise transferred without the prior written consent of the State, which consent shall not be unreasonably withheld.

5.02 Condition of Site and Liability. The site has been inspected by the Lessee and is accepted in its present condition. Lessee will protect, save and hold harmless the State, its authorized agents and employees, from all claims, costs, damages, or expenses of any nature whatsoever arising out of or in connection with the use of the site. Further the Lessee will be responsible for the payment of any fines or penalties charged against the site as a result of its action in not complying with laws or regulations affecting the site.

5.03 Default. If the Lessee shall violate or default any of the covenants and agreements herein contained, then the State may cancel this lease, provided that the Lessee has been notified of the violation or default sixty (60) days prior to such cancellation and such violation or default has not been corrected in the specified period of time. In the event the State cancels this lease in accordance with the provisions of this section, all authorized improvements and buildings located thereon shall become the property of the State as provided for by law.

5.04 State's Right to Cure Defaults. If the Lessee is in default by failure to perform any covenant(s) of this lease, as may be required by the terms of this lease, the State shall have the option to correct the default or cancel the lease after sixty (60) days' written notice to the Lessee. All of the State's expenditure to correct the default shall be reimbursed by the Lessee on demand with interest at the rate of ten percent (10%) per annum from the date of expenditure by the State. The written notice shall have no effect if the Lessee cures the default specified in the notice during the sixty (60) day period. Provided that, if the default is injurious to the public health or safety, the State shall have the right to immediately enter upon the site and cure said default and require reimbursement of the State's expenditure as provided above.

5.05 Liens.

(1) The Lessee shall not have the right to file or place any lien of any kind or character upon the land or improvements or the leasehold estate within the leasehold premises without the prior written consent of the State.

(2) In the event liens or other charges are placed on the leasehold premises, including land or improvements, arising out of the Lessee's actions directly or indirectly, the Lessee shall immediately cause such liens or charges to be discharged. The State may forthwith cancel this lease if Lessee fails to discharge such liens or charges after sixty (60) days' notice to do so by the State. The Lessee shall pay and indemnify the State for all costs, damages or charges of whatsoever nature, including attorneys' fees, necessary to discharge such liens or charges, whether such costs, damages or charges are incurred prior or subsequent to any cancellation of this lease. However, any cancellation of the lease would be delayed in the event an action was commenced within sixty (60) days of the notice provided for herein disputing the validity of the lien or liens, except as may be provided in any Security Agreement agreed to by the State.

5.06 Insolvency of Lessee. If the Lessee becomes insolvent, bankrupt, receiver appointed, or his interest is transferred by operation of law, by reason of insolvency the State may cancel this lease at its option. Insolvency as used herein will mean the inability of the Lessee to meet obligations under this lease as they come due.

5.07 Lessee Termination. If the Lessee is not in default and wishes to terminate this lease, then by written request and with the written concurrence of the State, such action may take place. Such termination shall be without prejudice to either party.

5.08 Assessments. The Lessee shall pay the payments on all assessments that are legally required to be paid now or may be charged during the lease term to the State land or the improvements thereon.

## SECTION 6 OPERATION OF SITE

6.01 Operational Uses and Responsibilities. In conjunction with the operation of the site, the following uses shall be allowed:

(1) Sub-leasing of buildings, building sites and/or facilities to be built on the site as indicated in original or amended plan of development, providing such plans and sub-leases have been first approved in writing by the State;

(2) Construction, improvements, operation, repair, etc., made or performed under the lease shall be at the sole cost of the Lessee or sub-lessees. The Lessee or his sub-lessee shall furnish all utilities and shall obtain all Federal, State and local permits, approvals and licenses necessary to perform the terms, conditions and covenants of this lease;

(3) Easements which are necessary for the Lessee or sub-lessees full enjoyment of the leased site and the development thereof may be acquired from the State, provided such easements are applied for by and through the appropriate third party in accordance with State law and in accordance with terms, conditions, and specifications proposed by the State.

## SECTION 7 IMPROVEMENTS

7.01 Development Plan. Prior to any development or the construction of any and all improvements, the Lessee must submit a completed plan of development to the State for its written approval. The State's approval will be contingent upon acceptance of the development plan by the applicable planning and sanitation authorities. The development plan, as approved by the State, shall determine the ownership of authorized improvements during the term of the lease.



7.02 Unauthorized Improvements. All improvements not included in the original or amended plan of development as approved by the State, made on or to the site, without the written consent of the State shall immediately become the property of the State or at the State's option may be required to be removed by the Lessee at the Lessee's sole cost.

7.03 Severance of Improvements not on State Land. If any of the Lessee's authorized improvements that are or have become the property of the State utilize, in addition to State land, other adjoining lands not owned by the State, the State shall have at the expiration, termination, cancellation, surrender of the leasehold or at the end of the period for removal, if applicable, the right to enter upon adjoining land to physically sever at the ownership boundary, without liability for damage as a result thereof, the improvements; thereafter, to use the severed improvements remaining on State land for any purpose.

7.04 Ownership of Authorized Improvements. Unless modified as approved in writing by the State:

(1) All authorized improvements on the premises at the expiration of the term or sooner termination of this lease shall then become State property free and clear of all claims to or against them by Lessee or third party, and Lessee shall defend and indemnify the State against all liability and loss arising from such claims or from the State's exercise of the rights conferred by this paragraph, except

(2) The State at its option may require the removal of all buildings and improvements owned by the Lessee on or before the termination of the lease which have been authorized, and which can be removed without injury to the land within sixty (60) days after the term of this lease.

(3) The premises are to be left at the expiration of the lease in a safe and sanitary condition as approved in writing by the State, leaving the site in as natural a condition as possible.

7.05 Duty. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements, including landscaping, installed pursuant to this lease regardless of ownership to be kept in as good condition and repair as originally constructed or as thereafter put, except for reasonable wear and tear. The State, or any agency authorized by law shall have the right to inspect the premises and improvements thereon.

#### SECTION 8 MISCELLANEOUS

8.01 No Partnership. The State is not a partner nor a joint venturer with the Lessee in connection with business or activity carried on under this lease and shall have no obligation with respect to the Lessee's debts, other liabilities, or legal responsibilities.

8.02 Non-Waiver. Waiver by either party of strict performance of any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

8.03 Succession. Subject to the limitations as stated in Section 5 - 5.01 and 5 - 5.03, on transfer of the Lessee's interest, this lease shall be binding upon and inure to the parties, their respective successors and assigns.

8.04 Notices. Any notice required or permitted under this lease shall be given when actually deposited in the United States mail as certified mail addressed as follows: To the State: Department of Natural Resources, Public Lands Building, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block or as specified in writing by the Lessee.

8.05 Lease Recording. Within thirty (30) days after receipt of this lease, a notification of leasing is to be recorded by the Lessee with the Skamania County Auditor's office located in Stevenson, Washington.

The Lessee expressly agrees to all covenants herein and binds himself for the payment of the rental hereinbefore specified.

Executed this 28th day of July, 1980.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands

Signed this 2nd day of June, 1980.

SKAMANIA COUNTY

B. E. Shubert

E. Callahan  
County Commissioners

P. O. Box 411  
Stevenson, WA 98648

App. No. 60657  
jac

## SURRENDER OF LEASEHOLD AGREEMENT

By

WRH:cmr  
LM-39A  
6/15/71