



AFTER RECORDING

Return to:

Skamania County Fire District #1
P.O. BOX 309
Carson, WA 98610

LEASE AGREEMENT

This agreement is entered into this 14th day of February, 2022, by and between Mill A School District, a political subdivision of the State of Washington, having its principal office at the town of Mill A, in Skamania County, Washington, herein referred to as "Lessor," and Skamania County Fire District #1 (a municipal agency) herein referred to as "Lessee."

Lessor herein leases to Lessee the following described property, commonly known as Mill A Fire Station, town of Mill A, state of Washington. More specifically, the property upon which a building owned by the Lessee that is referred to as:

Station 1-5, accommodating one (1) or more fire apparatus and various fire response equipment.

(The real estate property identified in this paragraph is hereafter referred to as "the premises.")

RECITALS

1. Lessor desires to lease the Premises to Lessee solely for the purposes of establishing an emergency services station staging area in the area known as Mill A, Washington in Skamania County.
2. Lessee shall not use the Premises or any part thereof, for the purposes of carrying on any business, profession, or trade of any kind, or for any other purposes other than as specified herein, without the prior written consent of the Lessor.
3. The Lessor is willing to lease the Premises for the purposes stated in Item 1. Above, to protect and keep the premises occupied and to promote the health and welfare of Skamania County.
4. The Lessee has committed to fulfilling the terms and conditions of this Agreement.
5. For the foregoing reasons, the parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities with respect to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

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SECTION ONE
Subject and Purpose

1. Lessor leases the Premises to Lessee for Lessee's sole use, for the purpose of establishing an emergency services station, the breach of which shall result in a reversion to MILL A SCHOOL DISTRICT of all rights, title and interest in and to the Premises. Lessee shall not use the Premises or any part thereof, for the purposes of carrying on any business, profession, or trade of any kind, or for any other purposes other than as specified herein, without the prior written consent of the Lessor.
2. Lessee acknowledges he/she has conducted a walk through of the Premises with a representative of MILL A SCHOOL DISTRICT and finds they are, at the time of the signing of this Agreement, in good order and repair, and in a safe, clean and tenantable condition, and accepts the Premises as is, in its current condition as of the date of this agreement. Lessee accepts full occupancy of the Premises beginning on the 1st day of the month following final execution of the Lease.
3. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation, this lease shall immediately terminate.
4. In connection with its use of the Premises, Lessee shall at all times:
 - a. Conform to all applicable laws and regulations of any public authority affecting the Premises and their use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use. Unless expenditures or structural changes would be in relation to improvements to the Premises done by Lessee, Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to effect such compliance unless such changes are required because of lessee's specific use.
 - b. Refrain from any activity that would make it impossible to insure the Premises against casualty or which would increase the insurance rate, unless Lessee pays the additional cost of the insurance.
 - c. Lessee acknowledges and accepts the Site and the Premises of this Agreement will be used as a volunteer fire station for SKAMANIA COUNTY FIRE PROTECTION DISTRICT #1; SKAMANIA COUNTY FIRE PROTECTION DISTRICT #1 will actively use the property and the station for such purposes.
 - d. The Lessee will refrain from any use which would be reasonably offensive to adjacent tenants or users of neighboring parcels or facilities, or which would tend to create a nuisance, damage the reputation of the Lessor.

- e. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof, etc., of the Premises without the prior written consent of Lessor.
- f. Lessee agrees no painting shall be done on or about the Premises without the prior written consent of the Lessor.
- g. Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing.
- h. Restrict use of the immediately adjacent parking spaces, yard and lawn to those activities normally performed in connection with the purposes for which the Premises are being leased.

SECTION TWO

Terms and Conditions

1. The term of this lease agreement shall be for fifty (50) years beginning January 1, 2022; and payments shall be made annually, paid not later than the 1st of July following final execution of the lease, in the year, 2022 unless sooner terminated or extended in accordance with the terms of this agreement.
2. An annual rent will be charged at a nominal rate that would reasonably cover the costs of utilities incurred by Lessee's use of the premises. Those utility costs may be measured on a utility meter common to the premises and other property of Lessor and will be determined by Lessor in good faith to calculate the costs of Lessee's actual use of the utilities being used. Lessor shall retain any part of the annual \$250 payment left over after utilities are reimbursed.

As this agreement is to last for up to 50 years, it is not possible presently to estimate future utility costs. Therefore, the parties agree that rent shall be \$250 per year for the first five years of this agreement and that Lessor may at its own discretion increase or decrease this annual rate every five years thereafter to cover projected utility costs. Those increases or decreases in rent shall be in good faith based upon actual increases or decreases in utility costs.

If utility rates increase beyond \$250 per year at any time before the five-year periods identified above, Lessor will inform Lessee of the full cost of utilities for any year exceeding \$250 and Lessee shall be responsible for reimbursing Lessor for additional utility costs in excess of \$250 for that year in addition to paying the \$250 annual rent.

Should Lessee disagree with the calculation of excess utility costs owed, Lessor and Lessee shall meet to discuss and resolve such disagreement. If the disagreement cannot be resolved through meeting, Lessor and Lessee may submit their disagreement to the County Assessor's Office or the utility company and request that that office resolve the matter.

Lessee and Lessor shall split any costs 50-50 of having the Assessor's office or utility company resolve the disagreement.

3. Lessee acknowledges and accepts the Premises shall not be occupied overnight, without the prior written consent of the Lessor.

SECTION THREE

Inspection

Lessee is leasing the Premises "as is" and Lessor makes no representation or warranties. Without limiting the generality of the foregoing, Lessee acknowledges that it has made its own independent investigation respecting the Premises and will be relying entirely thereon and on the advice of any consultant he may retain. Lessee may not rely upon any representation of any party, whether or not such party purports to act on behalf of Lessor, unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings and agreements between Lessee and Lessor are merged herein.

SECTION FOUR

Utilities

Lessee shall arrange to pay the actual cost of all additional utility services (other than electric), and more specifically propane utilities used to heat the facility upon the leased premises with payment made directly to the provider of such services. Lessee warrants to hold Lessor harmless for the costs of all such utility services. All applications and connections for such utility services shall be made in the name of Lessee only, and Lessee shall be solely liable for such utility charges as they become due.

SECTION FIVE

Maintenance and Repairs

1. Lessee shall, at all times during the term of the Lease and at its own cost and expense, provide all maintenance and repair, maintaining, in good order and sanitary condition, the Premises, and any and all improvements, additions and alterations thereto, located on the Premises; provided however, that Lessor shall be responsible for repairing and replacing the roof, foundation, plumbing, unless the use, conduct or activities of Lessee caused the problem which necessitated the repair or replacement work. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may make any such maintenance and repairs and assess the cost of repair to Lessee.
2. Upon expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in good order and condition, subject to depreciation, ordinary wear and tear, and damage by natural disaster or other casualty. All repairs for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its other personal property by the date of surrender.

3. Lessee understands and acknowledges the Premises exterior access routes are all servicing adjacent facilities and tenants, and shall commit to keeping such routes open and free for travel and clean of any trash and debris. Lessee shall cooperate with Lessor regarding the construction and/or occupancy of any future structures in the vicinity of the Premises, and Lessor agrees to minimize impairment of Lessee's activities during construction.

SECTION SIX

Insurance/Casualty to Premises

1. Lessee shall maintain a fire insurance policy on all portions of the premises. Limits of coverage shall be no less than \$1,000,000 per occurrence/\$2,000,000 general aggregate, and shall name:

"Mill A School District, its elected and appointed officials, employees, agents and volunteers as additional insured."

2. Lessee shall also maintain a policy of liability insurance for the duration of the lease, with limits of liability no less than \$1,000,000 per occurrence/\$2,000,000 general aggregate, and which names: "Mill A School District, its elected and appointed officials, employees, agents and volunteers as additional insured."

Any and all property of the Lessee, personal or real property shall be on the premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property damage, and shall provide at their own expense any and all insurance for such property.

3. As this agreement is to last for up to 50 years, lessor retains the option to require a review of industry standards for fire and liability insurance coverage every five (5) years with the option to require updates to limits of coverage accordingly.
4. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's use of the Premises. Lessor shall not be liable for any accident or injury to any person or property in or about the Premises that is caused by the use or occupancy of said Premises or by virtue of equipment or property of Lessee on said Premises. Lessee agrees to defend and hold Lessor harmless against any and all such claims.

Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury of death of any person or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's agents, invitees, contractors or subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof.

5. In the event fire or other casualty causes damage to the Premises, Lessor shall restore any damaged portion of the Premises as soon as practicable to a level substantially equal to its condition immediately before the casualty. Rent shall be abated during the period of restoration and to the extent the buildings and Premises are not reasonably usable by Lessee, except that there will be no rent abatement if the Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required against other such insurable hazards as are commonly insured.
6. In the event fire, or other casualty, that was caused by Lessee's negligence or failure to comply with the terms of this Lease, insurance proceeds pertaining to the premises shall be applied to the costs of such restoration and repair. If the damage to the Premises exceeds 50% of its replacement cost, Lessor may elect to terminate this lease and retain the proceeds of any such loss.
7. Lessor and Lessee each waive rights it may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Premises or its contents or to other portions of the Premises arising from any liability loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charge assessed by its respective insurer.

SECTION SEVEN

Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the Premises, nor any part thereof, for any unlawful, disreputable or ultra-hazardous purpose, nor shall Lessee operate or conduct its business in a manner constituting a nuisance of any kind. Upon Lessee's discovery of any unlawful, disreputable or ultra-hazardous use, Lessee shall immediately take action to halt such activities. Lessee will not do or permit anything to be done on the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire or other insurance on the building, or on the property kept therein, or endanger, obstruct or interfere with the rights of other tenants, or conflict with the fire laws or regulations or with any insurance policy upon the building or any part thereof, or with any statutes, rules, or regulations enacted or established by any governmental authority.

SECTION EIGHT

Indemnity

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease; (2) any injury or damage to persons or property happening on or about the Premises; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any lien or security interest filed against the Premises or any improvements thereon as a result of Lessee's activities.

SECTION NINE

Default or Breach

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. If Lessee shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 90 days after the institution or appointment.
3. If Lessee shall fail to pay rent or any other sum due hereunder when the same shall become due and shall not make the payment within 3 days after notice in writing by Lessor to Lessee. However, no such notice shall be required by Lessor if a similar notice was given within the previous six (6) months.
4. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of 30 days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the 30 day period, Lessee shall not in good faith have commenced performance within the 30 day period and shall not diligently proceed to completion of performance. However, no such notice shall be required if a similar notice was given within the previous six (6) months.
5. If Lessee shall abandon the demised premises, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.

SECTION TEN

Effect of Default/Remedies

In the event of any default hereunder, Lessor shall have an immediate right to pursue the following remedies in addition to remedies provided by law:

1. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied and may charge Lessee for any such expenditures, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
2. Lessor OR Lessee shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, without demand or legal process, by giving to Lessee OR Lessor written notice of the cancellation and termination. Thereupon, this Lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
3. Upon termination of the Lease at the end of the Lease or under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee remove all Lessee's personal property from the premises. Property not removed from the premises within 30 days of termination of the Lease shall be deemed abandoned by Lessee and Lessor shall take ownership and possession of such property and be able to dispose of such property as Lessor chooses.

SECTION ELEVEN

Lessor's Access to Premises

Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable.

SECTION TWELVE

Lessee's Improvements

1. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense. Lessee is responsible for all permits, approvals, laws and regulations related to any and all such improvements. Lessee will provide Lessor with "as built" drawings for any and all improvements and modifications to the Premises. All such improvements and modifications made by the Lessee shall in no way jeopardize the integrity of the Premises, its systems and services, and its historic character and integrity. Lessee acknowledges the Premises as it is designed, in its architectural design and aesthetics, represents and supports Skamania County's job creating and business development vision and mission. Any improvements or modifications shall not derogate this design and intent. At the Lessor's option only, upon termination of this lease, Lessee shall remove all such improvements and modifications,

and restore the Premises to its original condition, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such restoration.

Lessor and Lessee acknowledge and confirm that Lessee may install and place in the Premises furniture that shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said furniture; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the premises to its original condition following such removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.

SECTION THIRTEEN

Compliance with All Laws

Lessee agrees to comply with all applicable federal, state and municipal laws, ordinances, and regulations. Any fees for any inspection of the Premises during or for the lease term by any federal, state or municipal officer shall be paid by Lessee.

SECTION FOURTEEN

Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION FIFTEEN

Liability of Lessor

Lessee shall be in exclusive control and possession of the Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises nor for any injury or damage to any property of Lessee.

SECTION SIXTEEN

Consents, Waivers

Whenever either party's consent or approval is required under this Agreement, the party shall promptly exercise its judgment in a reasonable manner. Failure of a party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION SEVENTEEN

Notice

1. All notices to be given with respect to this Lease shall be in writing.
2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. All correspondence should be sent to:

Lessor:

ATTN:
Bob Rogers, Superintendent
Mill A School District
1142 Jessup Rd.
Cook, WA 98605

Lessee:

ATTN:
Fire District Chief
Skamania County Fire District #1
P.O. Box 309
Carson, WA 98610

SECTION EIGHTEEN

Assignment, Mortgage or Sublease

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. Lessee shall not have the right to sublet this Agreement or grant any concession or license to use the Premises, in whole or in part, or permit the Premises to be used or occupied by others outside Lessee's immediate family without the prior written consent by the Lessor. Any such consent to such by Lessor shall not be deemed to be consent to any other subsequent assignment, subletting, concession, or license. Any such sublet, assignment, concession or license without the prior written consent of Lessor shall be void and shall, at the Lessor's option, immediately terminate this Agreement.

SECTION NINETEEN

Total Agreement; Applicable to Successors

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

SECTION TWENTY

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

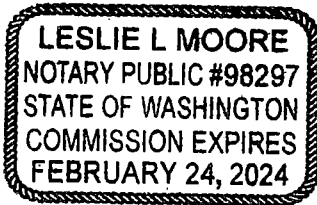
Venue/Attorney Fees

SECTION TWENTY-TWO

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execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/22/2022.



Leslie L Moore
Signature
Print name: Leslie L Moore
NOTARY PUBLIC in and for the state of WA
My Commission Expires 2/24/2024

LESSEE:

SKAMANIA COUNTY FIRE DISTRICT #1

Larry Shayer
Chair

2/22/2022
Date

[Signature]
Commissioner

2/22/22
Date

Gary Blasdel
Commissioner

2-22-22
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

Dated: _____.

Signature
Print name: _____
NOTARY PUBLIC in and for the state of _____
My Commission Expires _____

execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____.

Signature

Print name: _____

NOTARY PUBLIC in and for the state of _____

My Commission Expires _____

LESSEE:

SKAMANIA COUNTY FIRE DISTRICT #1

Romy Thayer
Chair

2/22/2022
Date

[Signature]
Commissioner

2/22/22
Date

Romy Blaisdell
Commissioner

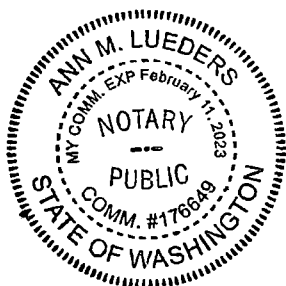
2-22-22
Date

STATE OF WASHINGTON)

COUNTY OF Skamania) ss.

I certify that I know or have satisfactory evidence that L. Thayer, D. Dales + G. Blaisdell is a/the person(s) who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/22/22.



[Signature]

Signature

Print name: Ann Lueders

NOTARY PUBLIC in and for the state of Washington

My Commission Expires 2/11/2023