

LEASE AGREEMENT  
Between

COUNTY OF PACIFIC  
And  
STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

THIS LEASE made this \_\_\_\_\_ day of March, 2013, by and between the County of Pacific, hereinafter called Lessor, and the State of Washington, Department of Natural Resources, acting under a Delegation of Authority from the Department of General Administration, in accordance with RCW 43.82.010, hereinafter called Lessee:

WITNESSETH;

1. **PREMISES:** Lessor does hereby lease to Lessee, approximately 100 square feet of office/storage space within the Washington State University Extension Office, and a parking space, located at 1216 West Robert Bush Drive, South Bend, WA 98586, hereinafter called "premises", to be utilized by the Lessee as a field office.
2. **TERM:** The term of this Lease shall commence on March 1, 2013 and shall terminate on the 31<sup>st</sup> day of August, 2013, unless the Lessee exercises an option to renew the Lease. The Lessee must notify the Lessor thirty (30) days prior to the expiration of this Lease, in writing, if it intends to exercise the option.
3. **RENT:** Lessee covenants and agrees to pay Lessor monthly rent in the amount of EIGHTY DOLLARS AND EIGHTY-THREE CENTS (\$80.83). Rent is to be paid by the 5<sup>th</sup> day of each month of the Lease. Any rental payments received eleven (11) or more days after the beginning date of each rental period will be subject to a service charge of TEN dollars (\$10.00).
4. **UTILITIES AND FEES:** Lessor agrees to pay all charges for light, heat, water, sewer, garbage and all other utilities and services to the leased premises during the full term of this Lease. Lessee agrees to pay any telephone, computer and copy machine charges. All other items including all license fees and other governmental charges levied on the operation of Lessee's business on the premises will be paid directly by Lessee.
5. **REPAIRS AND MAINTENANCE:** Lessee shall, at its own expense and at all times, keep the office neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall not intentionally or negligently permit waste, damage or injury to the premises.
6. **SIGNS:** All signs or symbols placed by Lessee in the windows and doors of the premises, or upon any exterior part of the building, shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld. At the termination of this Lease, Lessee will remove all signs placed upon the premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances or be placed in accordance with required permits.

7. **ALTERATIONS:** With prior written consent of the Lessor, which shall not be unreasonably withheld, Lessee may make alterations, additions and improvements to said premises, at Lessee's sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any property public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this Lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition (less ordinary wear and tear) not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed shall be removed at Lessee's expense.
8. **ACCESS:** With prior notice, Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or making repairs, additions or alterations.
9. **INDEMNIFICATION:** Each party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agree to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
10. **INSURANCE:** It is recognized that Lessee is an agency of the State of Washington and is self-insured for all exposure to general liability and vehicle liability as provided in Ch. 4.92 RCW and RCW 43.19.760 through 43.19.781. Under these provisions, the State of Washington is continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage. The self-insurance program is funded by a liability account established by RCW 4.92.130 and financed by annual premiums assessed to state agencies, including Lessee.
11. **COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and reasonable attorney's fees in connection therewith. The parties herein agree that the Pacific County Superior Court shall have jurisdiction and venue over this Lease and all matters arising under this Lease.
12. **NO WAIVER OR COVENANTS:** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This Lease contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written agreement.
13. **SURRENDER OF PREMISES:** Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean (less any ordinary wear and tear) and to deliver all keys to the premises to Lessor.

14. **HOLDING OVER:** If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this Lease including any option period under paragraphs 2 and 3, Lessee shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.
15. **USE:** Lessee shall use the premises for the purposes of a field office for the Department of Natural Resources. The Lessee agrees that they shall not allow the property to be used for any other purposes without written consent of the Lessor. The Lessee agrees to coordinate with WSU Extension for use of office space.
16. **NOTICE:** Any notice required to be given by either party to the other shall be deposited in the United States Mail, postage prepaid and addressed to:

Lessor: Pacific County Public Works  
POB 66  
South Bend, WA 98586

Lessee: Washington State Department of Natural Resources  
Engineering Division  
POB 47030  
Olympia, WA 98504-7030

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

LESSOR:

LESSEE:

\_\_\_\_\_  
William Frare,  
Engineering Division Manager  
State of Washington  
Department of Natural Resources

\_\_\_\_\_  
Lisa Ayers, Chair  
Pacific County  
Board of County Commissioners

Attest:

Approved As to Form:

\_\_\_\_\_  
Marie Guernsey  
Deputy Clerk of the Board

\_\_\_\_\_  
David Burke  
Prosecuting Attorney