

AFTER RECORDING RETURN TO:

Washington State Department of Natural Resources
1111 Washington St. SE, Mailstop: 47031
Olympia, WA 98504

Delegated Lease No. DEL 24-0074
Washougal
Page 1 of 10
Date: 12/26/2024

DELEGATED LEASE

This LEASE is made and entered into between East County Fire and Rescue (ECFR) whose address is 600 NE 267th Avenue, Camas WA 98607 for its successors, and assigns, hereinafter called the Lessor, and the State of Washington, Department of Natural Resources (DNR), hereinafter called the Lessee, acting under a Delegation of Authority from the Department of Enterprise Services, in accordance with RCW 43.82.010.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Lease;

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: 142081000

Common Street Address: 121 NE 312th Ave, Washougal, WA 98671

Approximately 3,486 square feet of (office/storage/etc.) space located at 121 NE 312th Ave, Washougal, WA 98671 and legally described as follows: Parcel #142081000 located in SW1/4 of Section 29, Township 02 North, Range 04 East in Clark County. See Exhibit A – Building Floor Plan.

USE

2. The premises shall be used by the Washington State Department of Natural Resources for the following purpose(s): DNR Fire Station. See Exhibit B for Rules of Use.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning upon March 1, 2025, or date of execution whichever is later, and ending February 28, 2030.

RENTAL RATE

4. For 2025, the Lessee shall pay rent to the Lessor for the premises at the following rate:

One Thousand Dollars (\$1,000.00) per month and in each successive year of the lease, the rate will increase by 3% annually.

Payment shall be made at the end of each month upon submission of properly executed vouchers sent to:

PCAccounting@dnr.wa.gov

Or

Department of Natural Resources
Attn: Accounting
PO Box 280
Castle Rock, WA 98611

Lessee shall submit payment to:

East County Fire and Rescue
600 NE 267th
Camas WA 98607

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, maintenance and repairs as described below, together with natural gas, electricity, landscaping, irrigation water, and light bulb replacement.

5.1. Lessee shall pay for rental costs and janitorial supplies including consumable cleaning supplies, cleaning tools, and restroom supplies.

MAINTENANCE AND REPAIR

6. The Lessor shall maintain the premises in good repair and tenable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right 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, light bulbs, LED fixtures and lighting elements 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 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.).

ASSIGNMENT/SUBLEASE

7. The Lessee may not assign this Lease or sublet the premises. Lessee shall not permit the use of the premises by anyone other than the Lessee, and the employees, agents and servants of the Lessee.

RENEWAL/CANCELLATION

8. The Lease may, at the option of the Lessee, be renegotiated for an additional Five (5) years.

8.1 It is mutually understood and agreed by and between the Lessor and the Lessee that this Lease may be cancelled and terminated by either party provided that written notice of such cancellation and termination shall have been given at least sixty (60) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

8.2 It is mutually understood and agreed by and between the Lessor and the Lessee that in the event that, due to annexation or other operational consideration, the Lessor requires complete use of the facility, the Lessor reserves the right to terminate this lease by giving written notice to the Lessee at least sixty (60) 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 and Lessee are responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 and all amendments and regulations thereto 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 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. 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 Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor. If the Lessor requires the removal of the above items, the Lessee shall have 60 days to remove them, pay for

removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

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.

PREVAILING WAGE

13. Lessor and Lessee agree 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 the Lessee, a state agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with 43.82.010. Any amendment or modification of this Lease must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

16. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence or willful misconduct of its employees 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

17. 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.

BINDING AUTHORITY

18. It is further understood that this Lease shall not be binding upon the State of Washington, Department of Natural Resources, unless signed by the Lessee's Director, Commissioner, or his/her designee and approved as to form by the Office of the Attorney General.

DUTY TO CURE

19. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Lessor.

The term "reasonable time" as used within this section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Lessor or Lessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

20. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the

nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

21. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

22. If any of the premises or 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.

MONTH TO MONTH TENANCY

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.

CAPTIONS

24. 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.

INTEGRATED DOCUMENT

25. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

26. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall 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:	East County Fire and Rescue 600 NE 267th Avenue Camas, WA 98607	
LESSEE:	Department of Natural Resources PO Box 280 Castle Rock, Washington 98611-0280	
AND	Department of Enterprise Services Real Estate Services 1500 Jefferson Street S.E., 2 nd Floor Post Office Box 41015 Olympia, Washington 98504-1015	DEL 24-0074

[Signatures on next page]

IN WITNESS WHEREOF, the parties subscribe their names.

LESSOR

LESSEE:

EAST COUNTY FIRE AND RESCUE

By: Joshua D. Seeds

Printed Name: Joshua D. Seeds

STATE OF WASHINGTON, DEPARTMENT OF
NATURAL RESOURCES

Acting under a Delegation of
Authority by the Department of Enterprise Services

Title: Chair, Board of Fire Commissioners

By: [Signature]

Date: 02/24/2025

Title: Director of Enterprise Services

Date: 2/7/25

APPROVED AS TO FORM:

By: Meredith Quinn-Loerts

Assistant Attorney General

Date: 2/3/2025

MULTI USE JURAT

STATE OF Washington)
County of Thurston Co) ss.

On this 7 day of February, 2025 before me personally appeared Bruce Bruchart and said person(s) acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as the Agent of North Pacific of Dept of Natural Resources 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.



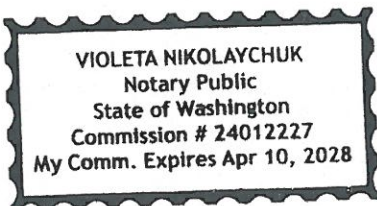
Dena M Howe
Notary Public in and for the State of Washington,
Residing at Thurston Co
My commission expires September 2, 2025

AGENCY JURAT

STATE OF WASHINGTON)
County of Thurston) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 24th day of February, 2025, personally appeared before me Joshua D Seeds (name/title) of the Ecotone Commission Chair, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she 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/she 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.



Violeta Nikolaychuk
Notary Public in and for the State of Washington,
Residing at Cumas 19 Benk, WA
My commission expires 4/10/28

Exhibit A – Building Floor Plan

ECFR Station 93

121 NE 312th Avenue
Washougal, WA

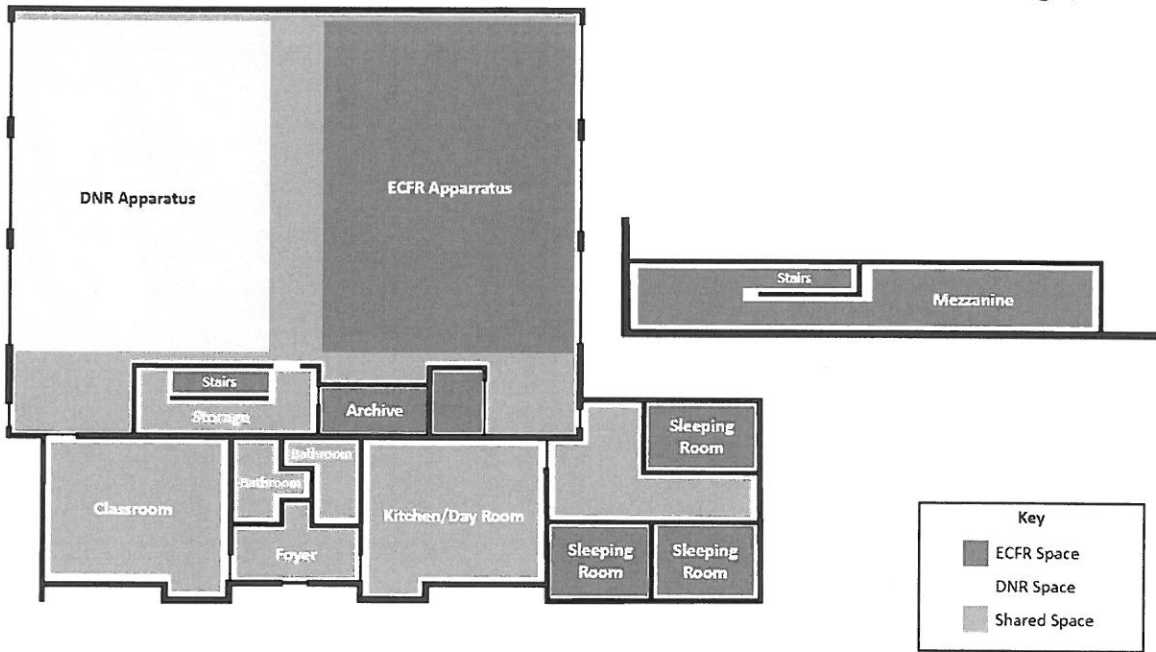


Exhibit B – Rules of Use

1. DNR staff shall not use the premises for sleeping or housing.
2. DNR staff shall maintain at all times the shared spaces (classroom, bathrooms, and day room/kitchen area) in a clean and organized condition.
3. Space use includes office activities, fire fighter training, equipment maintenance, vehicle maintenance and equipment storage.