

Public Notice
10 Year Lease Agreement

Notice is hereby given that the Board of County Commissioners is considering entering into a ten-year lease agreement with the Play Frontier for properties at the Wind River Business Park. Full terms of this lease are available on the County's webpage or by contacting the Public Works Department at 509-427-3910. Per Skamania County Code 2.56, competing bids will be accepted in the Public Works Office at PO Box, 1009, 170 NW Vancouver Ave., Stevenson, WA 98348 until **Thursday, December 15th, 2022.** In order for a competing bid to be considered, the Bid must be accompanied by a certified check for twice the proposed monthly lease payments.

Debbie Slack
Clerk of the Board
Skamania County Commissioners
240 NW Vancouver Ave.,
Stevenson, WA 98648

Publish: November 23, 2022
November 30, 2022

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

LEASE AGREEMENT

This agreement is entered into this ____ day of _____, 2022 by and between **Skamania County**, a municipal corporation organized under the laws of the State of Washington, herein referred to as "Lessor," and **Play Frontier** a Washington nonprofit corporation, herein referred to as "Lessee."

Recitals

1. Lessor is the owner of the real property, known as Building #2127 and the building commonly referred to as the eBay building in **1132 Hemlock Road, Wind River Business Park**, in Stabler Washington, hereinafter referred to as the "Premises."
2. Lessee desires to lease two buildings on a new parcel to be created by the county. The Lot will be created by division of the property that will be approximately 2 acres which will include the Seed Extractor and Kiln Building #2127 and the building commonly referred to as the eBay Building (premises) for the purposes of operating a Non-Profit business specializing in Childcare, Pre-school, & other educational opportunities as solely determined by Play Frontier as long as the activities are in compliance with RCW 69.50.331.
3. 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.
4. Upon creation of parcel by the county the legal description will become part of this lease.

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

SECTION ONE **Subject and Purpose**

1. Lessor leases to Lessee both buildings on the Premises in addition to the exclusive use of the outdoor space

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

described above for Lessee's use for the purpose of Childcare with Educational Services and Associated Adult Education and performing such services in connection therewith as are usually and customarily connected with and incidental business operations, and for which the Premises are hereby leased, subject to the recitals, terms and conditions herein, the breach of which shall result in a reversion to the Skamania County of all right, title and interest in and to the Premises.

2. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation this lease shall immediately terminate.
3. 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. 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. Refrain from any use that would be reasonably offensive to users of neighboring tenants, or that would tend to create a nuisance, or damage the reputation of the Premises.
 - d. Refrain from loading the floors beyond the design loading, the point considered safe by a competent engineer or architect selected by Lessor. If Lessor deems such inspection necessary by virtue of lessee's use or intended use, Lessee shall bear the cost of the inspection.

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

- e. Lessee acknowledges the drains of the Premises drain directly into a septic system and shall refrain from introducing effluents into the systems. Such effluents shall include, but are not limited to hazardous materials governed by state and federal law.
- f. Refrain from making any permanent or damaging marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior walls or roof of the Premises without the prior written consent of Lessor. Lessee can make temporary or permanent modifications to interior walls, windows and other building components as defined and agreed to within the "Work Letter".
- 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. Refrain from smoking in the Premises as the Premise is a publicly-owned no smoking facility.
- i. Restrict use of the premises 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 begin on the _____ day of _____, 2022 and be in effect for a period of 10 years, unless sooner terminated or extended in accordance with the terms of this agreement.
2. Lessor agrees to perform lessor improvements as identified in the attached Work Letter to this agreement.
3. Lessee agrees to perform lessee improvements as identified in the attached Work Letter to this agreement.
4. The initial lease payment shall be \$200 per month in addition to the Washington State Leasehold Excise Tax (currently 12.84%) and shall remain until Play Frontier

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

- receives the license to operate as a pre-school at which time the rent will follow the attached rental term spreadsheet, **Exhibit B**.
5. The Rent increase as detailed in the Rental Term Spreadsheet shall begin on the 1st day of the calendar month following the issuance of the license to operate as a Pre-School.
 6. Rent will be due on the 1st day of each calendar month, to Lessor. Payable to Skamania County Treasurer, P.O. Box 1009 Stevenson WA 98610.
 7. The Lessee shall pay for all costs associated with the Premises as necessary for conducting a business for which the Premises are leased. Such costs shall include, but are not necessarily limited to permits, approvals and inspections associated with any such work. Lessee shall comply with all local, state and federal codes and regulations for such work, and hold Lessor harmless. Lessee shall be responsible for Leasehold Excise Tax in lieu of property tax. Lessor shall be responsible to any and all property taxes. Lessee may, at its discretion, apply for an exemption from leasehold excise tax with the Washington State Department of Revenue.
 8. Upon approval of Lessee improvements and Lessee Licensure as a Pre-School Lessee shall receive credit for Lessee improvements as a Lease Offset equal to ½ of the rental rate for the initial term of the Lease.
 6. All lease rates will be plus Washington State Leasehold Excise Tax calculated prior to Lease Offset as established by RCW 82.29A, due and payable on or before the first day of each month, in advance, without demand. Lessee may, at its discretion, apply for an exemption from leasehold excise tax with the Washington State Department of Revenue.

SECTION THREE

Late Charges and Interest on Past Due Sums

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

1. If Lessee shall fail to pay all or any part of an installment of rent within five (5) days of the due date, Lessee shall, in order to cure Lessee's default hereunder, pay to Lessor liquidated damages equal to five percent (5%) of the amount not timely paid. Acceptance of late payment and liquidated damages as set out herein shall not be deemed a waiver by Lessor of Lessee's obligation to pay rent on time, nor shall it be considered a waiver of Lessor's right to pursue other remedies provided herein or by law.
2. Any sums past due from Lessee to Lessor hereunder, including liquidated damages, shall bear interest at the rate of one percent (1%) per month.

SECTION FOUR **Security Deposit**

Lessee will deposit with Lessor a cash deposit in the amount of four hundred dollars (**\$400**), which shall become the property of the Lessor and held by Lessor for the full term plus any extensions of this Lease, plus thirty (30) days, as security for the full and timely performance by Lessee of the terms and conditions herein, for the repair of any damages to the Premises caused by Lessee apart from normal wear and tear, and for the payment of any sums due Lessor for a breach of this Lease. The rights of Lessor against Lessee for a breach of this Lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned to lessee within thirty (30) days following the expiration of this Lease provided all terms of this lease shall have been fully performed by Lessee. In the event of a default by Lessee hereunder, Lessor, at its sole option, shall have the right, in addition to remedies upon default set forth herein: (1) to apply all or any portion of the deposit to sums owing under this lease and, at its option, to simultaneously pursue its remedies on default set forth here-in, (2) to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the deposit to its full amount, or (3) to terminate this lease and retain the security deposit as liquidated damages. Should the demised

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

Premises be sold, Lessor may transfer or deliver the security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability to Lessee with respect to the security deposit.

SECTION FIVE
Inspection

Lessee has had an opportunity to inspect the Premises and is leasing the Premises "as is" contingent on the timely completion of the Lessor Improvement Plans as identified in the attached Work Letter to this agreement and Lessor makes no representation or warranties except as to title as set forth herein. 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 Lessee 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 SIX
Taxes

Lessee shall timely pay to the Lessor all Leasehold Excise Tax due the State of Washington that may be imposed on, or arise in, connection with the use of the Premises, or any part thereof, during the lease term. The intention of the parties is the rent herein is net rental to Lessor, and Lessor shall receive the same free from all Leasehold Excise Tax and any other tax obligation.

SECTION SEVEN
Utilities

Lessee shall bear responsibility for utility services including but not limited to telephone, telecommunications, water, sewer and electric. Power, telephone and telecommunications shall be put in the Lessee's name as soon as they become available. Water and

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

Sewer shall be charged once the Lessee obtains licensure. Until water can be separately metered, completed at Lessor's sole cost and expense, lessee will reimburse Lessor \$250.00 per month for estimated cost of water and sewer services. Following meter separation, Lessee warrants to hold Lessor harmless for the costs of all such utility services and to maintain at all times sufficient heat, and ventilation to preserve the premises against damage from the elements. Applications and connections for utility services above shall be made in the name of the Lessee only, and Lessee shall be solely liable for such utility charges as they become due.

SECTION EIGHT **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 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 and major structural components of the Premises, unless the use, conduct or activities of Lessee caused the problem that necessitated the repair or replacement work. Lessee maintenance and repair responsibilities shall extend to internal plumbing, HVAC systems, internal electrical wiring and systems, lighting and the landscaped areas, the parking areas and the shipping and receiving areas adjacent to the Premises and shall include all snow removal services required for business and personal needs. Lessee shall also keep such areas in a clean and orderly manner. Specifically, Lessee shall keep the Premises free of debris. 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 do so 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 fire or other casualty. All repairs for which

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its equipment, machinery, fixtures and other personal property that remain its property by the date of surrender.

3. Lessee shall be fully responsible for all janitorial services and any such related costs for the Premises, and shall maintain the premises in a clean condition.

SECTION NINE

Insurance/Casualty to Premises

1. Lessee shall at all times obtain and maintain a policy of fire insurance on any and all buildings and improvements of which the Premises are a part, including all alterations and additions thereto, in an amount equal to the current full replacement cost of said buildings and improvements and shall name Lessor as an additional insured and loss payee on any such policies. The full actual cost of such insurance shall be paid by the Lessee. Payments may be made monthly or annually, at the Lessee's option. All such costs are due upon receipt of an invoice.
2. Any and all personal property, vehicles, equipment or fixtures of the Lessee and others shall be on the Premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property, and insurance for such property.
3. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's business on 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 conduct or operation of said business 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.
 - a. Lessee shall indemnify and save Lessor harmless from and

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury or 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 partners, agents, employees, customers, invitees, contractors or subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

- b. Lessee shall maintain general liability insurance covering bodily injury liability and wrongful death, personal injury liability, and property damage liability for all operations and activities on the Premises. Such insurance shall be in the amount of at least \$2,000,000 combined single limit of liability, or such greater sums as Lessor may reasonably require. The Lessor and the Port of Skamania County shall be named as additional insureds. Lessee shall provide proof of insurance by a certificate of insurance evidencing above coverage and the Lessor added as an additional insured prior to taking possession of the Premises and shall maintain that insurance coverage all times under this lease and any extension thereof.
 - c. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof, including all environmental obligations set forth herein.
4. 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 against for the type of business activity that Lessee will conduct.
 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 substantially restore its condition immediately before the casualty. Rent shall be abated during the period of restoration to the extent the buildings and Premises are not reasonably usable by

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

Lessee, except that there will be no rent abatement if the casualty was caused by Lessee's negligence or failure to comply with the terms of this Lease. Insurance proceeds pertaining to the buildings and improvements shall be applied to the costs of such restoration and repair. If the damage to the Premises exceeds fifty percent (50%) of its replacement cost, Lessor may elect to terminate this lease and retain the proceeds of any such loss and in that event Lessee shall receive no compensation for early lease termination or relocation costs.

6. Lessor and Lessee waive rights each 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 TEN **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

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

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 ELEVEN
Indemnity

Lessee shall indemnify Lessor and the Port of Skamania County, their employees, officials, agents, representatives and elected officials, against all expenses, liabilities, actions 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 or caused, directly or indirectly, from Lessee's operations; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or any buildings or improvements thereon as a result of Lessee's activities.

SECTION TWELVE
Default or Breach

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

1. If Lessee, or any successor or assignee of Lessee while in possession, 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

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

trusteeship vacated within ninety (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.
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 thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (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. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.
6. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve to any other person or party, except in the manner herein permitted, including the imposition of or suffering any mechanics, materialman or other liens against the property.

SECTION THIRTEEN
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

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

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 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 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 under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee assemble all Lessee's personal property on the Premises at a place designated by Lessor that is reasonably convenient to Lessor and Lessee, and Lessee agrees that it will assemble such property. In the alternative, Lessor may re-enter the Premises and remove the property and personnel of Lessee. Lessor may then store Lessee's property in a public warehouse or other place selected by Lessor, at the expense of the Lessee; provided, however, that Lessor may, after a reasonable attempt to notify Lessee, dispose of Lessee's stored property by sale or otherwise after a period of forty-five (45) days from the date of termination, and credit the proceeds of sale against any amounts owed by Lessee. Upon termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this lease over the reasonable rental value of the Premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.
4. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

5. Lessor may declare all sums due and to become due for the full term of this Lease immediately due and payable, plus interest thereon at the highest legal rate until paid in full.
6. Lessor may retain all prior payments by Lessee, including, without limitation, rent and Lessee's security deposit.
7. Lessor may sue for specific performance.

SECTION FOURTEEN
Lessor's Access to Premises

Lessee shall permit Lessor or its agents to enter the Premises upon 24 hours' notice 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; or to exhibit the Premises to prospective tenants during the last ninety (90) days of the lease term, or any renewal term Lessor shall provide Lessee with advance notice of all such access needs, scheduling access in advance and during normal business hours, except in the event of an emergency.

SECTION FIFTEEN
Lessee's Improvements

1. Lessor and Lessee agree to incorporate and abide by the provisions of the "WORK LETTER" to this LEASE AGREEMENT. The "WORK LETTER" defines all Lessee and Lessor Improvement Plan approval processes, deliverables and schedules for Lessee Improvements. Both parties agree that the Work Letter is a working document and will be modified throughout the construction phase of this lease and until the Preschool obtains state licensure without requiring a modification of the Lease.
2. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense. Lessee shall provide Lessor

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

with engineering sketches and drawings for all improvements to review for approval consideration. Lessee is responsible for all permits, approvals, laws and regulations related to any 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 or its structure, systems and services. Lessee acknowledges the Premises is designed in its architectural design and aesthetics to represent and support the Lessor and its business development vision and mission. Any improvements or modifications require authorization and shall not degrade this design and intent.

3. At the Lessor's option, 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. However, the determination of removal of such improvements and modifications shall be made at the time of Lessor's written consent, prior to Lessee's construction of the improvements and modifications to the Premises.
4. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Premises furniture, equipment, supplies and fixtures that are and 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, equipment, supplies and fixtures; 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.
5. The Lessee may, with the Lessor's prior written consent, post and install any signs on or in the Premises providing such signs do not conflict or violate any other clause of this Agreement, and meet any and all ordinances, laws, regulations, etc., that may apply.

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

SECTION SIXTEEN
Lessor's Improvement

1. Lessor and Lessee agree to incorporate and abide by the provisions of the "WORK LETTER" to this LEASE AGREEMENT. The "WORK LETTER" defines all Lessor Improvement Plan approval processes, deliverables and schedules for Lessee Improvements.

SECTION SEVENTEEN
Presence and Use of Hazardous Substances

1. Lessor represents to the knowledge of the Lessor there has been no previous contamination on, or remediation of, the Premises or the property of which the Premises are a part.
2. Lessee shall not, without the Lessor's prior written consent, keep on or around the Premises, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or that are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:
 - a. Comply promptly, timely and completely with all governmental requirements for permitting, reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;
 - b. Submit to the Lessor and correct copies of all permits, reports, manifests and identification numbers at the same time, as they are required to be and/or submitted to the appropriate governmental authorities;
 - c. Within five (5) days of the Lessor's request, submit written reports to Lessor regarding Lessee's use,

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;

- d. Allow Lessor or its agents or representatives to come on the Premises upon 24 hours' notice to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of Hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;
 - e. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances) present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;
 - f. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage and disposal of hazardous or other polluting substances and
 - g. Notify Lessor promptly of any investigation involving release of a Hazardous Substance.
4. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Premises (including any third-party inspectors or experts) and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.
5. Lessee shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Premises.
6. Lessee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee of any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

SECTION EIGHTEEN

Cleanup Costs, Default and Indemnification

1. Lessee shall be fully and completely liable to Lessor for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.
2. Lessee shall defend and hold Lessor harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, caused by the Lessee including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.

3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs. Lessee specifically agrees that any bond or other security provided shall extend to the indemnity agreed to in this subparagraph.

SECTION NINETEEN
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 and the fees for any required "Certificate of Occupancy" shall be paid by Lessee.

SECTION TWENTY
Easements, Agreements or Encumbrances

The parties shall be bound by all existing easements, agreements and encumbrances (if any) of record relating to the Premises which Lessor has disclosed to Lessee, in writing or so otherwise reasonably evident to Lessee, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

SECTION TWENTY-ONE
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 of this lease imposed on Lessee.

SECTION TWENTY-TWO
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 TWENTY-THREE
Consents, Waivers

Whenever either party's consent or approval is required under this lease, 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 TWENTY-FOUR
Notice

1. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

forth herein or at such other address as either party may
from time to time designate 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.

LESSOR:
SKAMANIA COUNTY

PO Box 1099
Stevenson, WA 98648

LESSEE:

Play Frontier, NonProfit Corp.
P.O. Box 4
Carson, WA 98610

SECTION TWENTY-FIVE
Assignment, Mortgage or Sublease

1. 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.
2. Lessee shall not have the right to sublet the Premises, in
whole or in part, or permit the Premises to be used or
occupied by others, without Lessor's prior written
approval. Such approval shall not be unreasonably
withheld; provided, however, that no sublease shall release
Lessee from its obligation to perform pursuant to this
Lease, unless the Lessor shall, in its sole discretion,
consent in writing to the release of Lessee and
substitution of the Sublessee.

SECTION TWENTY-SIX
Total Agreement; Applicable to Successors

This Lease contains the entire agreement between the parties and

Play Frontier, WRBP Building 1053, 212 Chapman

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

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-SEVEN
Applicable Law

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

SECTION TWENTY-EIGHT
Venue/Attorney Fees

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Lease, or for the collection of any sums due hereunder, the parties agree that the venue of such action or litigation shall be in the proper court of the State of Washington in and for the County of Skamania. The parties agree that the prevailing party in any action or litigation shall recover costs and reasonable attorney fees.

SECTION TWENTY-NINE
Time of the Essence

Time is of the essence in all provisions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR: SKAMANIA COUNTY, a Political Subdivision of the State of Washington

LESSEE: Play Frontier, a Washington nonprofit corporation

By _____

Lease Agreement, Play Frontier, Nonprofit Corporation,
Building #2127 and the eBay Building
1132 Hemlock Road, Wind River Business Park, Stabler WA. 98610

Tiffany Pearsall, its _____

Dated this ____ day of _____ 2022.

ATTEST:

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Robert Hamlin, Commissioner

Debbie Slack, Clerk of the Board

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

Exhibit A Work Letter

This is a list of specific capital improvements elements broken down roughly by system that will be completed by Play Frontier as part of Play Frontier's project.

General:

1. Construct 4 decks/porches consisting of 2,032 sq. ft. with 2 of them having wood ramps and all 4 having stairs. All framing to be P.T and the surface materials will be cedar. Both ramps will have guard rails and metal handrails. Decks will have guardrails made of cedar. Front porch will have a shed roof coming off the building that will extend over the ADA ramp at this location only. Roofing will be a brown metal roof.
2. Snow stops will be provided and installed on the roof at deck locations as needed.
3. Frame in approx. 190 l.f. of walls, this includes kitchenette walls for cabinets.
4. Install sound insulation at interior walls and 4' out at ceiling lines.
5. Provide and install drywall at all interior walls. Mud tape and orange peel texture. Exterior walls that are drywall will remain left alone.
6. Install interior solid core wood doors and ADA door handles. (no closures or kick plates are figured)
7. Frame 4 new exterior door openings and wrap with WRB as needed. (Demo for this work is included).
8. Provide and install 7 hollow metal doors with glass installed in the upper 1/3rd of the door. Main entry door to be a single man door with two 12" side lights. Other 3 openings will be double doors with removable mullions. Door hardware will be supplied and installed.
9. Install OFCI cabinets and filler panels at 3 kitchenettes. Install OFCI appliances at the kitchenettes.
10. Provide and install LVP flooring throughout the building and 4" rubber base.
11. Install plywood decks over installed cabinets and install laminate counters. (No baby changing stations are included in this). Construct clothes folding shelf in the laundry room and install laminate.
12. Provide and install one interior ceiling mounted attic access.
13. Provide and install grab bars in the ADA restroom.
14. Supply and install 3 fire extinguisher cabinets.
15. Pour a 24' x 24' ADA concrete parking area. Ground prep for this area only.
16. Pour concrete for 4 HVAC heat pumps. Construct a shed roof over these units with rolled roofing on top.

Electrical:

1. Furnish and install electrical to code and to accommodate facility needs.
2. Retrofit all existing interior light fixtures to LED's.
3. Replace existing exterior light fixtures with new LED wall packs.
4. Change out all outlets to tamper proof.
5. Replace disconnects for HVAC units.

6. Remove wiring in walls that will be demolished.
7. Install unmonitored smoke detectors throughout.
8. Provide electrical permit.
9. Remove unwanted low voltage wiring.

HVAC:

1. Provide Design build services to include HVAC mechanical engineering, certification stamps, mechanical plans, calcs and equipment schedules for a complete HVAC package.
2. Demo existing HVAC system and ducting.
3. HVAC budget assumes) 3 ea. New Carrier split system air handlers that will be installed in the attic. Air handlers will include:
 - a. Matching outdoor heat pumps.
 - b. Matching indoor cased units.
 - c. Galvanized drain pans under equipment, including float switches wired to shut down unit if water levels are resent.
 - d. Filter racks to house 2"-4" pleated MERV 13 air filters.
 - e. 15kw Aux strip heaters.
 - f. 208/240 1ph power.
 - g. 3 outside air mixing boxes.
4. Provide and install soft copper refrigeration piping from outdoor heat pumps. To indoor cooling coil units within the attic.
5. New outside air lovers to be installed at exterior wall to replace of the existing louver.
6. Provide and install all needed sheet metal ducting. Provide and install all flex ducting needed.
7. Provide and install new grilles and diffusers. Budget is for White and custom colors are additional.
8. Balance system when complete and provide a TAB report.
9. Install standalone programmable thermostats. Tamper proof locking covers excluded.
10. Mechanical permits included
11. 1-yr part and labor warranty included.

Plumbing:

1. Install all rough in plumbing needed per plans and site walk.
2. Provide and install toilets per provided sketch.
3. Provide 3 classroom sinks (standard classroom sinks) Others were discussed but no model numbers provided.
4. Provide and install 1 hot water heater with circ pump.
5. Provide and install 1 LAV and one washer box.
6. Provide plumbing insulation and plumbing within 5' of the building.
7. Provide utility sink and mop sink.
8. Install owner provided kids sinks as no model number was provided.

9. All new waterlines to be PEX and waste to be ABS.

Doors and Frames:

1. Hardware sets are stock items at BMS. (typical hardware for exterior applications)
2. Single opening includes 1" glass on both sides of frame.
3. Doors with double doors to receive vision lite kits with 1" glass installed.
4. Doors and frames budgeted for 16-gauge metal.

The following is a list of specific capital improvements elements that have been or will be accomplished by the county as a part of this project.

1. Construct gravel driveway to the property line
2. Provide 1 inch water line to a county provided meter within the property line
3. Construct gravel parking lot
4. Install septic tanks with stub out to the building and ensuring connection into existing septic field.
5. Provide power and meter to the building

11/8/2022

Exhibit B
Play Frontier Lease Payment Schedule

Years	Base Rent	Renter's Improvement Offset	Rent Paid	Cumulative Rent paid to county before CPI	Cumulative Credit given for Renter's Improvement before CPI
0-1	\$2,000.00	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00
1-2	\$2,750.00	\$1,375.00	\$1,375.00	\$28,500.00	\$28,500.00
2-3	\$3,500.00	\$1,750.00	\$1,750.00	\$49,500.00	\$49,500.00
4-7	\$4,500.00	\$2,250.00	\$2,250.00	\$130,500.00	\$130,500.00
7-10	\$5,500.00	\$2,750.00	\$2,750.00	\$229,500.00	\$229,500.00

After Year 3 the rent will increase by the January to January CPI West Region All Users

Negative CPI will result in no change in rental rate

Renter's Improvements = \$798,000