

TEMPORARY LEASE (FOR CONSTRUCTION PURPOSES)

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, between the CITY OF LONGVIEW, a municipal corporation of the State of Washington, hereinafter referred to as the "Lessor", and the PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as the "Lessee",

The Lessor, upon the conditions and covenants provided herein, hereby lease the following property (herein after "premises") to the Lessee as follows:

WITNESSETH:

1. PREMISES: The Lessor does hereby lease and demise unto the Lessee a parcel of land along Fishers Lane in Longview, Washington, said property also shown on Exhibits A and B, and being further described as follows:

Those portions of Parcel 1 and Parcel 2 described below all lying Southerly of the Easterly extension of the North line of that tract of land conveyed to the Public Utility District No. 1 of Cowlitz County, recorded in Volume 486, at Page 782, under Auditor's File No. 348775 and shown in Survey recorded in Volume 35, at Page 156, under Auditor's File No. 3550475, and lying Northerly of the North right-of-way line of Fishers Lane.

Parcel 1:

That portion of the J.C. Leonard Donation Land Claim (D.L.C.) in Township 8 North, Range 2 West of the Willamette Meridian, described as follows: A tract of land in Outlot T-272, described as follows: Beginning at the intersection of the North line of Fishers Lane and the Easterly line of the old L.P. & N. Railroad right-of-way, as shown by the maps of West Kelso on file at the office of the Auditor of Cowlitz County, Washington; thence North 89°19'30" East 91.9 feet along the North line of said Fishers Lane; thence North 00°40'30" West 174.8 feet, more or less, to an intersection with the Easterly right-of-way line of the old L.P. & N. Railway; thence Southwesterly along said Easterly right-of-way line to the point of beginning.

Parcel 2:

That portion of the J.C. Leonard Donation Land Claim (D.L.C.) in Township 8 North, Range 2 West of the Willamette Meridian, described as follows: COMMENCING at the intersection of the North line of Fishers Lane and the East line of the old Longview, Portland and Northern Railway right-of-way as shown by the maps of West Kelso; thence along the North line of said Fishers Lane South 89°19'30" West 40 feet to the TRUE POINT OF BEGINNING, said point being the Southeast corner of a tract of land conveyed to the Public Utility District No. 1 of Cowlitz County (PUD No. 1) under Auditor's File No. 348775, in Volume 486, at Page 782, records of Cowlitz County; thence North 00°40'30" West 140 feet along the East line of said PUD No. 1 tract to the Northeast corner of said

tract; thence continuing North 00°40'30" West to its intersection with a line that is parallel to, and 25 feet Southeasterly of, the centerline of the Columbia and Cowlitz Railway Company track as it now exists; thence Northeasterly along said parallel line to its intersection with the Westerly extension of the Northerly line of Longview Outlot No. 272A as recorded under Auditor's File No. 610227, in Volume 719, at Page 1235, records of Cowlitz County; thence Easterly along said Westerly extension to the Northwesterly corner of said Longview Outlot No. 272A, said point being on the Southwesterly right-of-way line of the Longview, Portland and Northern Railway Company right-of-way; thence Southwesterly along said right-of-way line to its intersection with the North right-of-way line of Fisher's Lane; thence South 89°19'30" West 40 feet to the true point of beginning.

Portions of Parcel Numbers 10403 and 10613.

2. PERMITTED USE: The Premises may be used by Lessee, or its contractor, for the staging of material, equipment, and work vehicles for the purposes of the Lessee's substation construction project lying Westerly of said premises. Lessee shall secure all local licenses and permits at its sole risk and expense.

3. TERM: The term of the lease shall be six (6) months, beginning on the 1st day of May, 2017 (Commencement Date) and ending on the 31st day of October, 2017.

4. RENEWAL: This agreement may be renewed by the Lessee for an additional two (2) month period. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations or contracts and as reflected in a written amendment signed by both parties. Lessee shall give written notice of its intent to renew this Lease for the Renewal Period at least thirty (30) days prior to the expiration of this Lease, or any extension thereof.

5. TERMINATION: This agreement may be terminated for cause by either party giving written notice not less than thirty (30) days prior to the effective date of termination. "Cause" is defined as any breach of this Agreement by the non-terminating Party that it has failed to correct within 30 days of written Notice delivered by the Party requesting termination. Lessee shall remove all equipment and surrender the premises on the expiration or termination of the lease.

6. RENT: The consideration for this lease shall be the sum of One Hundred and No/100 dollars (\$200.00) per month for the term mentioned above for the use of premises. Such rent shall be paid within ten (10) days of the beginning of each month.

7. ALTERATIONS/ENCUMBRANCES: Lessee may clear brush and level the property as necessary to make the area usable for the permitted use; however, Lessee agrees not to make any other alterations to the subject premises or to in any way encumber the premises without the written consent of the Lessor.

8. SUBLETTING: The Lessee agrees not to sublet or assign any part of this lease or agreement and to return the subject premises to the Lessor in as good a condition as it is in now if for any reason this lease, or any subsequent extension of this lease, is terminated.

9. **COVENANT TO REPAIR:** Lessee, at its expense, shall maintain the premises in good repair and in at least as good of condition as it was found. Without limiting the foregoing, the Lessee shall be solely responsible to repair or replace any damage caused to the premises or its improvements as a result of the Lessee's use of the premises as provided herein. The Lessor shall have no obligation or liabilities whatsoever with respect to the Lessee's equipment.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** Lessee agrees to comply with all applicable, state, and federal laws and regulations.

11. **GOVERNING LAW:** This lease shall be governed, construed and enforced under Washington State law.

12. **ATTORNEYS FEES:** In the event suit or action is brought to enforce any of the terms of this agreement, each party shall be responsible for its own costs and expenses relating to any such action.

13. **VENUE:** Lessor and Lessee agree that the venue of any action or suit concerning this Lease shall be in Cowlitz County, and all actions or suits thereon shall be brought therein, unless the parties mutually agree otherwise, in writing.

14. **INDEMNIFICATION---USE AND OCCUPANCY OF PREMISES:** To the extent allowed in RCW 4.24.115, Lessee agrees to hold the Lessor harmless from any liability that might otherwise attach to the Lessor as a direct result of Lessee's occupancy or use of said premises, including any damage to Lessee's equipment as a result of Lessor's use of Lessor's property under this agreement. The Lessor is not responsible for damage or injury incurred to the equipment or the employees of the Lessee, and the Lessee specifically waives its immunity under the Industrial Insurance Act (Title 51) in the event an employee, or the Lessee brings and claim or cause of action against the Lessor.

15. **AMENDMENTS:** This agreement can only be amended upon the mutual written consent of the parties.

16. **NOTICES:** Written notices will be sent by certified mail to the addresses listed below:

LESSOR: CITY OF LONGVIEW
Attn: Public Works Director
1525 Broadway
P O Box 128
Longview, WA 98632

LESSEE: PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY
Attn: Manager, System Engineering
961 12th Avenue
P O Box 3007
Longview, WA 98632

SIGNATURES:

LESSOR:

CITY OF LONGVIEW

By: _____
David Campbell
City Manager

Approved as to Form:

James McNamara
City Attorney

LESSEE:

PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY

By: _____
Ray Johnson
Director of Engineering

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this _____ day of _____, 2017 before me personally appeared DAVID CAMPBELL to me known to be the CITY MANAGER for the City of Longview, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
)
) ss.
County of Cowlitz)

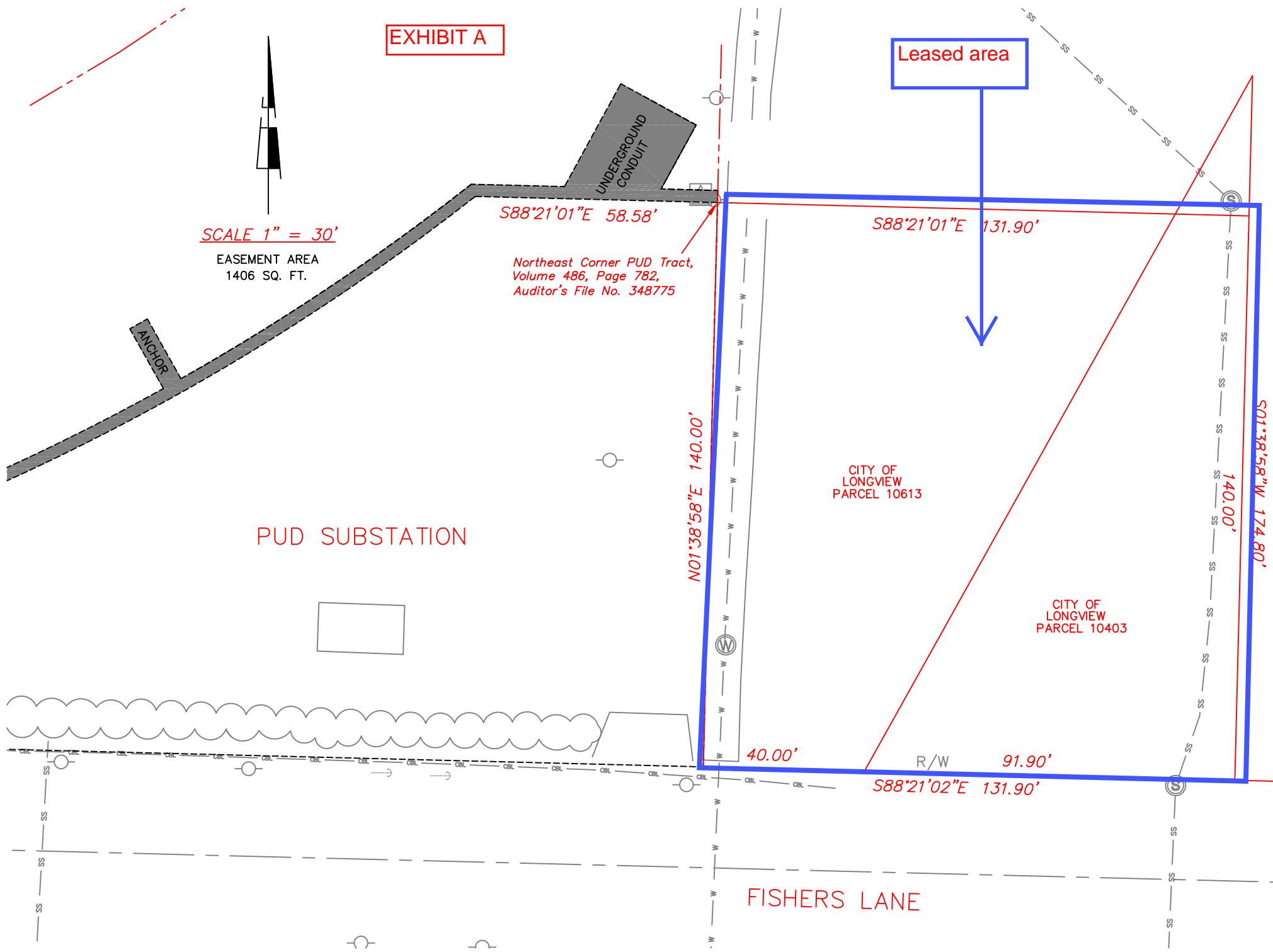
On this _____ day of _____, 2017 before me personally appeared RAY JOHNSON to me known to be the DIRECTOR OF ENGINEERING of Public Utility District No. 1 of Cowlitz County, and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

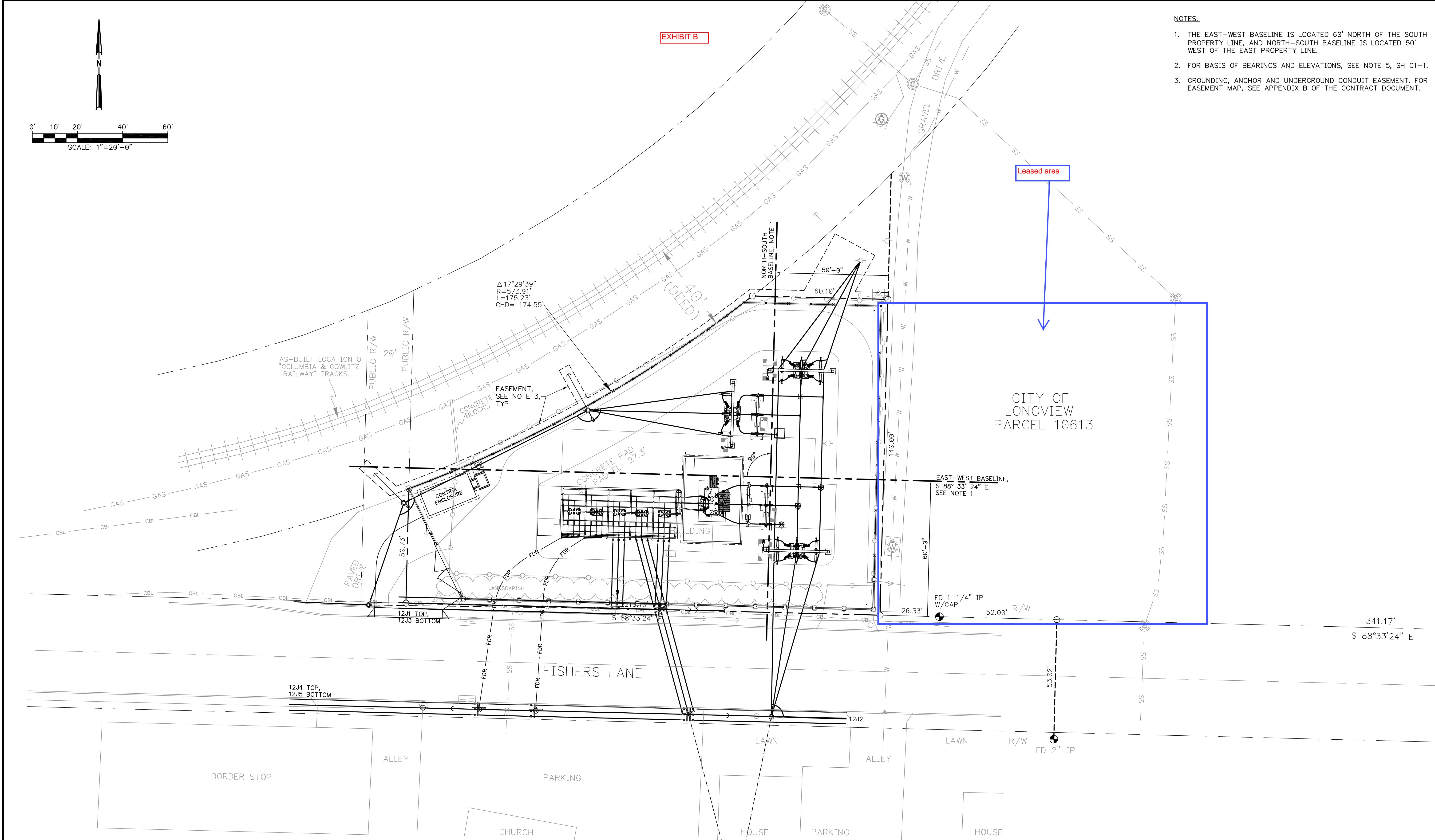
GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

EXHIBIT A





NO.	DATE	REVISION

				DESIGNED BY: R BEYER	DATE:
				DRAFTED BY: R BEYER	DRAWING NO
				CHECKED BY:	PROJECT NO
DR	BY	APVD	APPROVED BY:		REVISION NO

COWLITZ COUNTY PUD

LONGVIEW, WASHINGTON

WEST KELSO SUBSTATION REBUILD

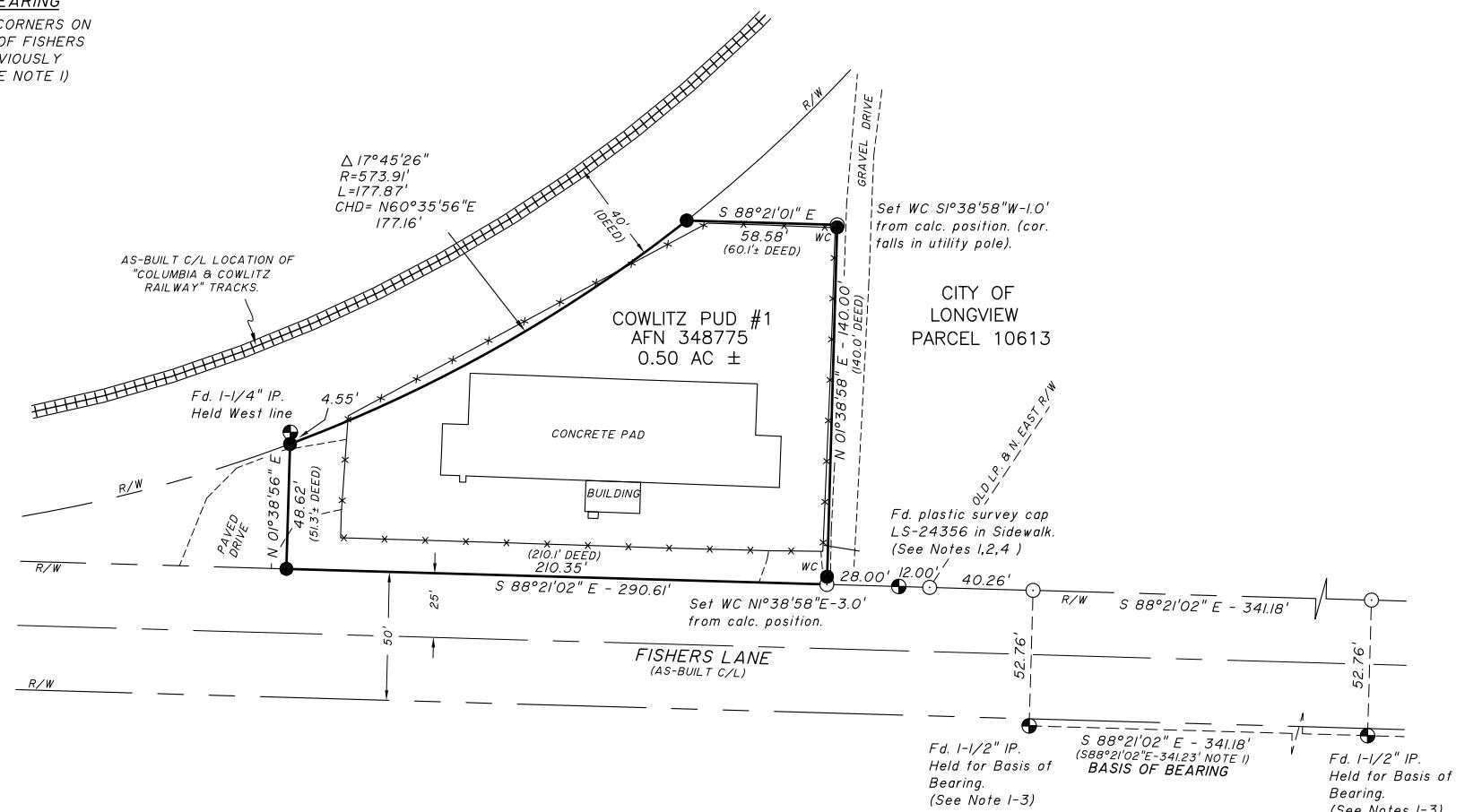
PLOT PLAN

SHEET NO.

G3-1

A DEPENDENT RESURVEY of a Parcel of Land
 conveyed to Cowlitz PUD NO.1, under AFN 348775,
 being located within the J.C. Leonard DLC,
 within the SW.1/4 NE.1/4 of Section 27, T8N R2W, W.M.
 as situated within
 COWLITZ COUNTY, WASHINGTON

BASIS OF BEARING
 BETWEEN FOUND CORNERS ON
 THE SOUTH SIDE OF FISHERS
 LANE, AS PREVIOUSLY
 RECORDED. (SEE NOTE 1)

LEGEND

- = A corner FOUND or SET during a previous survey, as described.
- = A new corner SET during this survey, on 8/12/2016, consisting of a 5/8"x30" rebar with yellow plastic survey cap, stamped "HAMPSTUR CORP. LS 18087"
- = A corner calculated only—not set this survey
- () = A Bearing and/or Distance of record
- R/W = A road right-of-way line
- R/C = A rebar with stamped plastic surveyor's cap
- WC = A Witness Corner set on line
- AFN = Auditor's File Number
- IP = An Iron Pipe
- * = An existing cyclone fence (to be relocated)

NOTES

1) Refer to the 2010 Survey by Gibbs & Olson, under the direction of R. Williams, LS-34147, recorded in Book 31 of Surveys at Page 109, in the records of Cowlitz County, Washington.

2) Refer to the 1998 Survey by G. Spurlock, LS-24356, recorded in Book 18 of Surveys, at Page 32, in the records of Cowlitz County, Washington.

3) Refer to the 1983 Survey by D. Germunson, LS-10997, recorded in Book 6 of Surveys, at Page 55, in the records of Cowlitz County, Washington.

4) Refer to the Narrative, shown herein.

5) This survey was conducted by means of a closed traverse between existing corners and/or prior control, using a "LEICA GPS SYSTEM I200", and a "LEICA TS06 PLUS TOTAL STATION" (least read 03"). The relative accuracy of this control exceeds 1:10,000.

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction, in conformance with the requirements of the Survey Recording Act of 1973, at the request of COWLITZ PUD NO.1, in MAY 2016.

Calvin J. Hampton PLS
 Certificate no. 18,087

Date signed: 8/12/2016

NARRATIVE

Cowlitz PUD no. 1 (Public Utility District #1 of Cowlitz County), purchased this parcel from Columbia & Cowlitz Railway Company in 1950, as described under AFN 348775. This deed specifically referred to a map attached to the deed, marked "Exhibit A", which clearly shows the intent of the deed. The True Point of Beginning of the deed begins on the Northerly boundary of Fisher's Lane, 40 feet Westerly of the intersection of said Northerly boundary with the Easterly boundary line of the Longview, Portland & Northern Railroad Company's old right-of-way. The exhibit attached to the deed indicates an iron pipe being located 12 feet Westerly (along the Northerly boundary of Fisher's Lane), from said point of intersection, leaving 28 feet from the pipe to the True Point of Beginning. Numerous surveys of record have found and accepted this iron pipe as marking the intersection of said old railroad boundary with the Northerly boundary of Fisher's Lane, while in reality, said point of intersection is 12 feet Easterly. In 1998, Greg Spurlock set a survey cap in the iron pipe, flush with the existing sidewalk (see notes 1 and 2).

During this survey, another iron pipe was found near the Northwest corner of the parcel, which checked very close to the record position per the deed. The pipe was accepted for a point on the Westerly line; however, a new corner was set to the South, on line, at a point that is located 40 feet from the centerline of the existing Columbia & Cowlitz railway tracks per deed.

AUDITOR'S CERTIFICATE

Filed for record this 19th day of August 2016
 at 10:05 A.M. in BOOK 35 of SURVEYS, at
 PAGE 156, at the request of HAMPSTUR CORPORATION.

Kristina Swansonby: Deputy Auditor
 COUNTY AUDITOR DEPUTY AUDITOR

Calculated by : CJH/TLG
Checked by : CJH/PRG
Drawn by : TLG
Completion date : 8/12/2016
Field Book no. : PS-780
Drawing No. : I6-620ROS.DWG
HAMPSTUR JOB no. : I6-620
Phone: (360) 423-8166
Sheet no. 1 of 1