

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY  
For  
PORTLAND DISTRICT CORPS OF ENGINEERS'  
ENGINEERING AND CONSTRUCTION DIVISION WASHINGTON OFFICE**

This **LEASE AGREEMENT** (Agreement) is made, entered into and effective as of October 1, 2021 (the "Effective Date") pursuant to Title 10 United State Code, Section 2661 by and between **CITY OF VANCOUVER, a Washington Municipal Corporation**, hereinafter referred to as the **Lessor**, and the **UNITED STATES OF AMERICA**, acting through the **U.S. ARMY CORPS OF ENGINEERS**, hereinafter referred to as the **Lessee**, and, collectively referred to as the "Parties".

**1. LOCATION OF THE LEASED PREMISES:** The Lessor hereby Leases to the Lessee the following described premises: Exclusive use of approximately 0.365 acres (15,930 square feet, more or less) of land located at 4480 Southeast Columbia Way, Vancouver, Washington, which is a portion of Parcel 192, Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington. See **Exhibit "A" and "B"**, Site Plan, attached hereto and made a part hereof, to be used for Government purposes.

**2. LEASE TERM AND COMMENCEMENT OF RENTAL DATE:** The Lessee shall have the right to have and to hold the said premises, or any portion thereof, with their appurtenances for the term beginning on **October 1, 2021 through September 30, 2022**, subject to termination and renewal rights as may be hereinafter set forth and subject to adequate appropriation of funds by Congress for year to year or for a lesser period, under the same terms, conditions, and considerations provided herein. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this Lease at least sixty (60) days prior to the expiration date of the current term. If the Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this Lease prior to the expiration date of the current Lease term, this Lease will expire, with no further notice being required from Lessee, at the end of the current Lease term, and provided further that **this Lease shall in no event extend beyond September 30, 2026.**

**3. RENTAL:** The Lessee shall pay the Lessor annual rent of **Ten Thousand Dollars (\$10,000)** per year at the rate of \$833.33 per calendar month in arrears. Consideration for a lesser period shall be prorated. All payments by the Lessee under the terms of this Lease shall be made payable to **CITY OF VANCOUVER, P.O. BOX 1995, VANCOUVER, WA 98668-1995** via electronic funds, as required by P.L. 104-134 (10 U.S.C. § 3322), transfer by the USACE Finance Center, 5722 Integrity Drive, Millington, Tennessee 38054-5005.

**4. OWNERSHIP:** The Lessor warrants the rightful and legal owner of the property and has the legal right to enter into this Lease. If the title of the Lessor shall fail, it be

discovered that the Lessor did not have the authority to Lease the property, the Lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid**.

**5. CHANGE OF OWNERSHIP:** In the event of a change of ownership of the leased premises, the Lessor agrees to notify the Lessee of the impending change of ownership and further agrees to furnish the Lessee a copy of the recorded assignments, or other proof of ownership, as may be requested by the Lessee.

**6. EXCLUSIVE USE:** The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition, or any construction upon the leased property except as otherwise agreed to in writing by the Lessee.

**7. TERMINATION:**

a. The Lessee may terminate this Lease at any time in whole or in part, by giving 30 days' notice in writing to the Lessor and no rental shall be due for payment after the effective day of termination. Said notice shall be the day after the day of mailing, or hand delivery.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

c. The Lessor may terminate this Lease at any time, by giving 365 days' notice in writing to the Lessee and no rental shall be due for payment after the effective day of termination. Said notice shall be the day after the day of mailing, or hand delivery.

**8. ALTERATIONS/RESTORATION/RELEASE OF LIABILITY:** The Lessee shall have the right, during the existence of this Lease, to make alterations, attach fixtures, erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions, structures, or signs so placed in, upon or attached to the said premises shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. In the event property of the Lessee is left in place upon expiration or termination of this Lease, said property shall become the property of Lessor. The Lessor hereby releases and forever discharges the Lessee, its officers, employees and/or contractors from any and all liability, claims or demands for site restoration of the leased premises.

**9. HAZARDOUS SUBSTANCES:** Lessee shall comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right to know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal or other handling of

hazardous substances. The Lessee shall promptly advise the Lessor in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported or otherwise handled on the Property. The Lessee shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of or otherwise released on the Property. The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), and comparable state statutes.

**10. DAMAGES:** The Lessee shall not be liable for damages, other than for damages resulting from the negligence or misconduct of the Lessee personnel. The Lessee shall not be liable for any loss, destruction or damage to the premises beyond the control and without the fault of negligence of the Lessee, including, but not limited to acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee, if any, shall be done at termination of the Lease.

**11. TAXES:** The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this Lease or which may be assessed against the property.

**12. NOTICES:** Any notice under the terms of this Lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

**City of Vancouver  
Attn: Linda Carlson  
P.O. Box 1995  
Vancouver, Washington 98668-1995**

and if given by the Lessor shall be addressed to:

**Department of the Army  
U.S. Army Corps of Engineers, Portland District  
ATTN: CENWP-RE  
P.O. Box 2946  
Portland, Oregon 97208-2946**

**13. LESSOR'S SUCCESSORS:** The terms and provisions of this Lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

**14. COVENANT AGAINST CONTINGENT FEES:** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this Lease without liability or in its discretion to deduct from the Lease price or consideration the full amount of such commission percentage, brokerage, or contingent fee.

**15. OFFICIALS NOT TO BENEFIT:** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise there from, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

**16. GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Lessee with a view toward securing a Lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such Lease; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this Lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the Lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten

times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

**17. EXAMINATION OF RECORDS:** The Lessor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this Lease.

**18. MODIFICATION:** No change or modification of this Lease shall be effective unless it is in writing and signed by both parties to this Lease.

**19. SERVICE AND UTILITIES:** Services and utilities shall be paid by the Lessee, and are to include electricity, sewer, telephone and any other utilities used on, or furnished to the premises.

**20. INSURANCE:** The Lessee warrants and represents that it is self-insured for liability, automobile, and worker's compensation purposes and will be responsible for any and all claims it causes during the occupancy of the described leased premises to the extent permitted by Federal Law.

**21. ATTACHMENTS:** The following are attached and made a part hereof:

- a. Exhibit "A" and "B", Site Plans
- b. General Clauses (GSA FORM 3517A)
- c. Representations and Certifications

{Signature Page to Follow}

**IN WITNESS WHEREOF**, the parties hereto have subscribed their name as of the date first above written.

**LESSOR:** CITY OF VANCOUVER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ERIC J. HOLMES  
City Manager  
City of Vancouver

Approved as to Form:

\_\_\_\_\_  
Johnathan Young, City Attorney

Attest

\_\_\_\_\_  
Natasha Ramras, City Clerk

**LESSEE:** THE UNITED STATES OF AMERICA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
AMANDA J. DETHMAN  
District Chief of Real Estate  
Real Estate Contracting Officer

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) :ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned  
Notary Public, personally appeared \_\_\_\_\_, known to me  
to be the person described in the foregoing instrument, who acknowledged that they  
executed the same in the capacity therein stated and for the purposes therein  
contained.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ACKNOWLEDGMENT**

STATE OF OREGON                    )  
  ) :ss  
COUNTY OF MULTNOMAH        )

**BEFORE ME**, a Notary Public in and for Multnomah County, personally appeared **Amanda J. Dethman**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



## CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ of  
(name) (title)  
the City of Vancouver, that Eric Holmes who signed the foregoing  
(signatory of Lease)  
instrument on behalf of the Lessor was then City Manager of  
(title of signatory of Lease)  
City of Vancouver. I further certify that the said officer was acting within the scope of  
powers delegated to this governing body of the grantee in executing said instrument.

City of Vancouver

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk or Appropriate Official