

RESIDENTIAL REAL ESTATE LEASE

East Biddle Lake – Graham Property

This Residential Lease Agreement (“Lease”) is made effective as of September 1, 2022, by and between City of Vancouver, a municipal corporation formed under the laws of the State of Washington (“Lessor” or “City”), and Nic Koepke (“Lessee”) pursuant to that certain Lease Agreement made effective as of September 1, 2020 by and between Lessor and Lessee, expiring on August 31, 2022 (the “2020 Lease”). The parties agree as follows:

WITNESSETH:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the following described property situated in the City of Vancouver, County of Clark, State of Washington. The parties agree as follows:

PREMISES: Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee a single family residence, including 1.61 acres of property, located at 12700 SE Evergreen Hwy, Vancouver, WA 98668 (Clark County Property Identification Number 122595000), commonly known as East Biddle Lake Park (the “Premises”). An aerial print defining the lease area of the Premises is attached as Exhibit A.

TERM: The Lease term shall be for two (2) years beginning on September 1, 2022 and ending on August 31, 2024.

RENEWAL TERMS: Notwithstanding the provisions of the preceding paragraph, Lessee may, with written consent of Lessor, which consent shall be granted at Lessor’s sole discretion, renew this Lease for up to three (3) renewals in one (1) year increments, provided that Lessee gives written notice of the intent to renew at least sixty (60) days before termination of the Lease. Lease payments and conditions of this Real Estate Lease are subject to revision at the time of such renewals.

LEASE PAYMENTS (RENT): The monthly rental rate, incorporating the Leasehold Excise Tax (see below), shall be as follows:

September 1, 2022 – August 31, 2023 - \$1,372.00

September 1, 2022 – August 31, 2024 - \$1,400.00

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is calculated into the monthly rental rate.

Rent shall be due to the Lessor on the 15th day of each month. If at any time during the term of this Lease, or any extensions thereof, the Lessee is delinquent in the payment of rent in an amount equal or greater than one (1) times the amount of a single month's rent, this Lease shall automatically terminate thirty (30) days following the date such rent arrearage accrued. Lessee shall then be required to vacate the Premises immediately, without further notice from Lessor.

DELIVERY OF POSSESSION: Lessee is currently in possession of the Premises pursuant to the 2020 Lease and will be deemed a holdover month-to-month tenant under its terms unless this Lease is executed by the parties. Lessor and Lessee have agreed to renew the existing Lease pursuant to the terms of this Lease retroactive to September 1, 2022.

TERMINATION: The Lessee may terminate this Lease on twenty (20) days written notice. Lessor may terminate this Lease on twenty (20) days written notice if Lessee is found in violation of any term of this Lease.

SURRENDER/HOLDOVER: On expiration or early termination of this Lease Lessee shall deliver all keys to Lessor and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Lessee shall remove all of its furnishings. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability. If Lessee fails to vacate the Premises when required, including failure to remove all its personal property, Lessor may elect either: (i) to treat Lessee as a month to month tenant, subject to the provisions of this Lease except that rent shall be 150% of the total rent being charged when the Lease term expired, and any option or other rights regarding extension of the term or expansion of the Premises shall no longer apply; or (ii) to eject Lessee from the premises and recover damages caused by wrongful holdover.

NOTIFICATION: The Lessor shall provide Lessee sixty (60) days advance notice of any changes to number of acres, Lessee's access to outbuildings, lease payments, and/or Lessor's intention to not renew the lease.

MAINTENANCE: Lessee shall have the responsibility to maintain the Premises in good repair at all times, including but not limited to the maintenance responsibilities specified herein. The Lessor shall be responsible for certain maintenance functions performed by licensed trade union workers, including, but not limited to, certified carpentry, plumbing, and electrical work. Lessee will contact Linda Carlson, Property Management Specialist, at 360-487-8423 to arrange for needed maintenance. Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Lessor shall have no liability for interference with Lessee's use because of repairs and installations.

LAWN/SHRUB BED CARE: Lessee shall be responsible for adequately maintaining the lawn, shrubs and shrub beds in a park like manner consistent with the move in level of care. If the Lessee fails to adequately maintain the lawn, shrubs and shrub beds, the Lessor may, after providing notice to Lessee, mow the lawn and provide maintenance to the shrubs and shrub bed areas and Lessee shall be responsible for the cost of this work.

PLUMBING: Lessee acknowledges that all toilets are flushing properly, all drains are draining properly, and the sanitary sewer is in working condition at time of move-in. It is the Lessee's responsibility to repair drains and toilets if they become clogged. If it is determined the clog is outside the walls of the residence, the repair will be the responsibility of the Lessor.

APPLIANCES: The appliances currently provided (stove/oven and dishwasher) are in AS IS condition. Should these appliances need repair and/or replacing, the repair and replacement will be the responsibility of the Lessee. Any new appliances purchased will remain the personal property of the Lessee at termination of the Lease

WINDOWS: Lessee acknowledges the condition of all windows at time of move-in. Lessee is responsible for the repair of any broken windows throughout the duration of this Lease.

HEAT: Lessee acknowledges the proper operation of the forced air furnace at time of move-in. Lessee is responsible for regular upkeep, such as replacing filters, and system maintenance. The Lessor will repair the furnace in the event of failure.

MISC: Lessee shall not accumulate waste, scrap, or inoperable vehicles on the Premises. The Lessor may undertake the responsibility for removal of waste, scrap, or inoperable vehicles and bill the Lessee for the expense thereof, if the Lessee fails to timely remove said items after having been provided written notice by the Lessor.

REMODELING OR STRUCTURAL IMPROVEMENTS: Lessee may paint, remodel and/or construct new or improved fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use. Such work shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor. Any improvements made shall become property of the Lessor as part of the leased Premises and shall not be removed at the termination of this Lease, unless agreed upon by Lessor.

POSSESSION: Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES: Lessee shall occupy and use the Premises as a dwelling unit. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Lessee shall be responsible to observe the adjoining City property located at 12800 SE Evergreen Hwy, Vancouver, WA 98683 (Clark County Property Identification Number 122591000) and commonly known as East Biddle Lake Natural Area ("East Biddle Lake"), as shown on the attached Exhibit B, and promptly notify Lessor of any damage, illegal use, or potentially dangerous conditions on East Biddle Lake.

ASSIGNABILITY/SUBLETTING: Lessee may not assign or sublease any interest in the Premises.

KEYS: Two (2) keys shall be provided to Lessee and are to be returned to the Lessor on the last day of the term of the Lease.

PETS: Pets shall not be allowed without the prior written consent of the Lessor. Lessor reserves the right to deny a pet request of the Lessee if it deems it to be in the best interest of the City.

ACCESS BY LESSOR TO PREMISES: Subject to Lessee's consent, which shall not be unreasonably withheld, Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. Prior to entry, Lessor shall, when possible, provide Lessee 48-hour notice prior to entry and will work with Lessee to minimize any inconvenience created by the entry. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent.

UTILITIES AND SERVICES: Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE: Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessee shall obtain renter's insurance. The liability coverage, per person, shall not be less than \$300,000. The Lessor must be added as additional insured on such renter's insurance with respect to this lease. All liability insurance policies will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to City of Vancouver, Attn: Linda Carlson, PO Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of execution of this lease.

HOLD HARMLESS: Lessee shall not allow any liens to attach to the Building or Lessee's interest in the Premises as a result of its activities. Lessee shall indemnify, defend, and hold harmless Lessor and its officers, agents, employees and assigns from any claim, liability, damage, or loss of any nature occurring on or about the Premises, arising out of any activity by Lessee, its agents, or invitees or resulting from Lessee's failure to comply with any term of this Lease. Neither Lessor, nor its officers, agents, employees and assigns, shall have any liability to Lessee because of loss or damage to Lessee's property or for death or bodily injury caused by the acts or omissions of third parties (including criminal acts). Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

DANGEROUS MATERIALS: Lessee shall not keep or have on the Premises any article or thing of a dangerous inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided b Lessee to Lessor.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$1,000.00, Lessor shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$1,000.00 or more, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon thirty days written notice of such event or condition by either party.

HABITABILITY: Lessee has inspected the Premises and fixtures (or has had the premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the habitability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and sent by first-class mail, postage prepaid, addressed as follows:

LESSOR:

City of Vancouver
Attn: Linda Carlson
PO Box 1995
Vancouver, WA 98668-1995

LESSEE:

Nic Koepke
12700 SE Evergreen Hwy.
Vancouver, WA 98668

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

SPACE LEASED "AS IS": Unless otherwise stated in this Lease, the Premises are leased AS IS in the condition now existing with no alterations or other work to be performed by Lessor.

ENTIRE AGREEMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW & VENUE: This Lease shall be construed in accordance with the laws of the State of Washington, and any action brought under this agreement shall be brought in Clark County, Washington Superior Court.

LESSOR:

LESSEE:

By: _____
Eric J. Holmes, City Manager

By: _____
Nic Koepke, Lessee

[NOTARY ACKNOWLEDGMENTS AND ATTESTATIONS FOLLOW]

**NOTARY ACKNOWLEDGEMENT
(LESSOR)**

State of Washington }
 } ss
County of Clark }

On this _____ day of September, 2022, before me personally appeared **Eric J. Holmes**, to me known to be the City Manager of the City of Vancouver, the Washington municipal corporation that executed the foregoing instrument and acknowledged said execution of this instrument to be the free and voluntary act of said municipal corporation for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

In witness whereof I have hereunto set my hand and affixed my official seal as a notary public for the State of Washington.

Signed: _____
Printed Name: _____
Notary Public in and for the State of Washington,
residing at: _____
My Commission Expires: _____

**NOTARY ACKNOWLEDGEMENT
(LESSEE)**

State of Washington }
 } ss
County of Clark }

On this _____ day of September, 2022, before me personally appeared **Nic Koepke**, who signed the foregoing instrument and acknowledged said execution of this instrument to be his free and voluntary act for the uses and purposes herein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal as a notary public for the State of Washington.

Signed: _____
Printed Name: _____
Notary Public in and for the State of Washington,
residing at: _____
My Commission Expires: _____

[CITY APPROVAL OF FORM AND ATTESTATION FOLLOW]


Approved As to Form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk


EXHIBIT A
AERIAL VIEW OF PREMISES

**MAPSONLINE**
Clark County WASHINGTON

Land Records

Find Layer ▾

Map SitesFind ParcelSearchLocate AddressFind Lat/LongGet DirectionsPrint MapDisclaimerHelp



LayersSearchInfo

Parcel Report

[Zoom To Parcel on Map](#)
[Property Information Center](#)
[Property Fact Sheet](#)

Parcel Information

Property Identification Number:122595000

Property Location Address
12700 SE EVERGREEN HWY, VANCOUVER, WA 98683

Property Owner
CITY OF VANCOUVER

Owner Mailing Address
PO BOX 1995
VANCOUVER, WA, 98668

Most Recent Sale

Sale Date:01/31/2013


Document Type:D-SWD

Document Number:4937192


Sale Amount:\$450,000.00

Property Photo

Photo Date:06/26/2002



Click photo for printable image




SE Evergreen Hwy

SE Biddle Rd

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EXHIBIT B
ADJOINING PROPERTY – EAST BIDDLE LAKE



MAPSONLINE
Clark County WASHINGTON

Land Records

Map SitesFind ParcelSearchLocate AddressFind Lat/LongGet DirectionsPrint MapDisclaimerHelp



LayersSearchInfo

Parcel Report
[Zoom To Parcel on Map](#)
[Property Information Center](#)
[Property Fact Sheet](#)

Parcel Information
Property Identification Number: 122591000
Property Location Address
no situs address available
Property Owner
CITY OF VANCOUVER
Owner Mailing Address
PO BOX 1995
VANCOUVER WA, 98668

Most Recent Sale
Sale Date: 11/18/2014
Document Type: D-QCD
Document Number: 5131409
Sale Amount: \$0.00

Property Photo

No photo available

