

LEASE

The Agreement of lease made this 31st day of January, 2011, between Walla Walla County, a municipal corporation of the State of Washington, as "Lessor" , and the Walla Walla Valley Amateur Radio Club, Inc., a corporation and existing under by virtue of the Laws of the State of Washington, as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of the hereinafter described property in its proprietary capacity; and,

WHEREAS, the Lessor, on the 8th day of February, 1991, for an in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by this Lessee, did first lease to the Lessee the following:

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 36, Township 7 North, Range 35 East, W.M., said parcel being more particularly described as follows:

A tract of land bound on the North by the southerly line of Lot 16 of Block 4 of Knapp Addition to the Town of College Place as recorded in Volume 1 of Roll Files at Page C-04 under Auditor's File Number 559350 in the Office of the Walla Walla County Auditor; bound on the West by the easterly line of Lots 10 and 11 of the above named Block 4; Bound on the South by the northerly line of that certain tract of land deeded to the Town of College Place by Walla Walla County by Quit Claim Deed under instrument Number 7802046 recorded in Book 77 of Deeds at Page 647 in the office of the Walla Walla County Auditor; and bound on the East by westerly right of way line of Justice Avenue as depicted on the face of the above described plat.

Containing 9,112 square feet, more or less.

NOW THEREFORE, the Lessor does hereby renew the lease for a period of ten years beginning on February 8, 2011.

TO HAVE AND TO HOLD the same unto the Lessee from the 8th day of February, 2011 until the 8th day of February, 2021, and the Lessee, in consideration of said lease, covenants and agrees with the Lessor as follows:

- 1) In view of vital contributions provided by applicant/Lessee Walla Walla Valley Amateur Radio Club to Walla Walla County as a communication resource in times of emergency, to include emergency management, fire, emergency medical services, and search and rescue, as attested by the director of the Walla Walla County Emergency Management Department (memo from Gay Ernst, Director, dated January 24, 2011), Lessee shall pay as rent for said leased premises the sum of one dollar (\$1.00) per year.

- 2) Lessee shall maintain and keep in force as shall be prescribed by the Board of County Commissioners of Walla Walla County, Washington, policies of insurance indemnifying and saving Walla Walla County harmless from any and all claims against Walla Walla County by reason of the occupancy of the aforesaid premises by the Lessee. Lessee shall furnish and maintain insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Lessee and returned to the County of Walla Walla. **The Lessee shall have a General Liability insurance policy with limits of \$1,000,000.00 (one million dollars) per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.** The policy shall name Walla Walla County as Additional Insured with respect to this agreement. Lessee shall provide County evidence of current insurance coverage annually in January. Should insurance lapse, this agreement shall be considered as breached.
- 3) Lessee will hold harmless and indemnify Walla Walla County and its officials, employees, volunteers and agents, jointly, severally, individually and privately, from all claims and liability caused by or arising out of the activity or nonactivity in connection with the maintenance and/or operation or use of the premises, whether such activities, maintenance, operation or use are by those of the Lessee or the agents or employees of Lessee; this includes the cost of defending all claims or demands of any kind resulting from such use.
- 4) Each party mutually waives any right the either might have to recover against the other for fire or explosion losses or other insured perils.
- 5) That the Lessee will not allow said premises to be used for any purpose other than for a radio transmitting and receiving station, together with associated activities, without permission first being obtained in writing from the Board of County Commissioners of Walla Walla County.
- 6) This lease is not assignable by the Lessee nor may the Lessee sublet any or all of the premises without first obtaining the permission of the Board of County Commissioners of Walla Walla County.
- 7) Lessee agrees to pay all water rents or other bills levied or charged against the said demised premises and further, to hold and save the Lessor harmless for, or on account of, all claims, demands or actions by any person in connection with any services furnished or rendered Lessee upon said demised premises.
- 8) Lessee agrees to maintain said premises in good condition, to keep down all noxious weeds, or foul growth, on said premises and does further agree to conduct its said operation on said premises in a manner which will not interfere with adjacent properties.
- 9) Lessee agrees to allow any qualified agent of the Lessor free access to the premises hereby leased and the building, for the purpose of examining or inspecting the same.
- 10) This lease may be terminated at any time, by either party, provided, however, that said party shall give 90 days written notice of its intention to terminate. If termination is proposed by Lessee, said written notice shall be served on the Board of County Commissioners of Walla Walla County. If termination is

proposed by Lessor, said written notice shall be served on the President of the Walla Walla Valley Amateur Radio Club, Inc.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by the Board of County Commissioners and attested by the Clerk of said Board, and Lessee has caused these presents to be signed by the President and attested to by the Secretary.

WASHINGTON

BOARD OF COUNTY COMMISSIONERS
OF WALLA WALLA COUNTY,

Perry D. Dozier
Perry D. Dozier, Chairman

Gregg C. Loney
Gregg C. Loney, Commissioner

Gregory A. Tompkins
Gregory A. Tompkins, Commissioner

ATTEST

By: Connie R. Vinti
Connie R. Vinti, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Jesse D. Nolte, Deputy Prosecuting Attorney

WALLA WALLA VALLEY AMATEUR
RADIO CLUB, INC.

Lawrence A. Roberson
President

David V. Malcolm
Secretary