

LEASE ADDENDUM

WHEREAS, Walla Walla County was deeded property by the United States Government in 1972, recorded at Volume 348 pages 537-548, commonly known as 2616 E. Isaacs, Walla Walla, Washington (the premises); and

WHEREAS, as a condition of that deed, the County was to utilize the premises for certain educational purposes for disabled individuals for a period of thirty years; and

WHEREAS, in 1976, the County entered into a lease agreement with Lillie Rice Center for the premises, with the condition that the property be utilized for vocational and educational services for disabled; and

WHEREAS, the Lillie Rice Center has requested that Walla Walla County approve construction of a 70 foot x 50 foot x 16 foot steel building for its purposes in educating and employing individuals with developmental disabilities; and

WHEREAS, the term of the previous lease agreement was "permanent and infinite;" and

WHEREAS, the County Prosecuting Attorney's Office has reviewed the previous lease, and found that the "permanent and infinite" lease condition did not comply with state law, RCW 36.34.180, which has not been revised since the date of the lease; and

WHEREAS, RCW 36.34.180 provides that property used for "for manufacturing or industrial purposes or sites, or for military purposes, or for temporary or emergency housing, or for any requirement incidental to manufacturing, commercial, agricultural, housing, military, or governmental purposes, the board of county commissioners may lease it for such purposes for any period not to exceed thirty-five years;" and

WHEREAS, the Board finds that the Lillie Rice property has been used both for manufacturing and commercial purposes, as well as important vocational and educational needs of the community;

Now Therefore,

IT IS SO ORDERED by this Board of County Commissioners of Walla Walla County, Washington that an addendum to the 1976 lease between Walla Walla County and the Lillie Rice Center shall be entered into this date between the COUNTY OF WALLA WALLA, as Lessor, and the Lillie Rice Center, Inc, as Lessee.

WITNESSETH:

PREMISES: The Lessor shall continue to lease to the to the Lessee the property described in the 1976 Lease Agreement, the property commonly known as 2616 E. Isaacs, Walla Walla, Washington, under the current terms of the 1976 lease agreement, with the additional terms set forth herein. The lessee may erect a steel building onsite as requested. The lessee shall continue to be responsible for all costs of maintenance, capital improvements, repair or any other work done on the premises or claims resulting from such activities.

TERM: The lease term shall be for 35 years from the date of the execution of this addendum.

HOLD HARMLESS/INDEMNIFICATION: 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 non-activity in connection with the maintenance and/or operation, repair, construction and/or use of the premises; this includes the cost of defending all claims or demands of any kind resulting from such use.

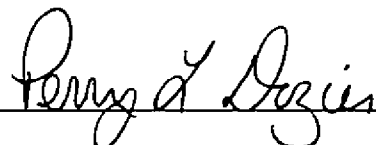
INSURANCE: Lessee agrees to provide the County with evidence of insurance with a broad-form liability policy in the amount of \$1,000,000 (one million dollars) per occurrence and aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy shall name, by way of endorsement, Walla Walla County as an Additional Insured with respect to this agreement. The endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. Lessee shall provide County evidence of current insurance coverage annually in January. Should insurance lapse, this agreement shall be considered as breached. Lessee shall continue to be responsible for its own property insurance.

SUBROGATION: Each party mutually waives any right that either might have to recover against the other for fire or explosion losses or other insured perils.

ASSIGNMENT: The Lessee shall not assign this lease, the premises, or any part thereof without the prior written consent of the Lessor;

Dated this 02/06 day of August, 2015.

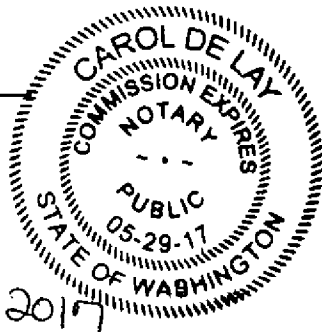
**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**



Perry L. Dozier, Chairman

I certify that I know or have satisfactory evidence that Perry L. Dozier is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument as Chairman of the Board of County Commissioners of Walla Walla County and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8-17-2015



Carol De Lay

Notary Public for the State of Washington Residing at Walla Walla

My appointment expires: 5-29-2017

Attest:

Connie R Vinti

Connie R. Vinti, Clerk of the Board

LILLIE RICE CENTER, LESSEE

Dated 08/10, 2015

By Christine L. Daudt, E.D.

Christine L. Daudt, Executive Director