

## LEASE

THIS LEASE, made and entered into this 1<sup>st</sup> day of May 2018, by and between Chelan County, a municipal corporation having its principal place of business at 401 Washington Street, Wenatchee, Washington, 98801, hereinafter referred to as "Tenant," and Chelan County Fire District No. 1, a municipal corporation having its principal place of business located at 136 S. Chelan Avenue, Wenatchee, Chelan County Washington hereinafter referred to as "Landlord."

### WITNESSETH:

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, the following portions of the property located at 206 Easy Street, Wenatchee, Washington 98801 (the "Premises"):

- a. Exclusive use of the former administration building (triple wide mobile home), consisting of approximately 2400 square feet (the "Building");
- b. Exclusive use of two (2) of the five (5) carport bays adjacent to the former administration building;
- c. Non-exclusive use of the training room at mutually agreed upon times;
- d. Non-exclusive use of designated parking stalls located around the former administration building.

1.1 The Premises are graphically shown on the site map attached hereto as Exhibit A.

2. Term. This Lease shall be for a term of five (5) years commencing upon execution of this Agreement by all parties ("Commencement Date"), subject to earlier termination as provided herein.

2.1 Tenant may extend the term of this Lease, upon mutual consent of Landlord and Tenant, for one (1) additional five (5) year term, commencing on the expiration of the term and ending five (5) years thereafter, by giving Landlord written notice of its intention to do so at least six (6) months prior to expiration of the term, provided Tenant is not in default hereunder at the time of giving such notice.

2.2. It is mutually understood and agreed by and between Tenant and Landlord that this Lease may be cancelled and terminated by either party on or after the sixth (6<sup>th</sup>) month of its term provided that written notice of such cancellation and termination shall have been given at least sixty (60) days prior to the effective date thereof by the Landlord to the Tenant; Tenant shall give Landlord written notice of such cancellation and termination at least sixty (60) days prior to the effective date thereof. In either event, rent shall be prorated to the date of termination.

3. Rent. Tenant agrees to pay Landlord, at Landlord's address set forth herein or at such other place as Landlord may designate in writing, Rent in the amount of One Thousand Three

Hundred Sixteen and 53 cents per month, payable in advance. Rent will automatically increase on January 1 of each year by three percent (3%).

January 1, 2019 = \$1,356.03

January 1, 2020 = \$1,396.71

January 1, 2021 = \$1,438.61

January 1, 2022 = \$1,481.77

January 1, 2023 = \$1,526.22

4. Ownership of Premises. Tenant acknowledges that its sole interest in the Premises is as a Tenant and that it possesses no ownership interest in the Premises, said Premises being exclusively owned by Landlord.

5. Authorized Use. The Premises shall be used by Tenant for the purpose of office space for the Chelan County Sheriff (the "Authorized Use"). Tenant covenants that it will not allow said Premises to be used for any purpose other than the Authorized Use without the prior written approval of the Landlord.

6. Acceptance of Premises. Taking possession of the Premises by the Tenant shall constitute acknowledgement by Tenant that the Premises and the equipment thereon, except as provided otherwise herein, are in good and tenantable condition and working order.

7. Alterations. Tenant shall make no structural changes, improvements, or alterations to the Premises without the prior consent of Landlord. All such changes, improvements, and alterations, if any, made by Tenant shall remain on the Premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease, unless Landlord requests their removal.

8. Maintenance by Landlord. Landlord shall maintain in good condition the structural and exterior components of the Building. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by act or omission of Tenant, its employees, agents, invitees, or licensees. Tenant maintains its right to access and maintain Tenant installed equipment, antennae, cable and wires within or upon the building interior, exterior, roof, floor or underground.

9. Maintenance and Repairs by Tenant. Tenant shall keep the Premises in a neat, clean, and sanitary condition. Tenant, at its own expense, shall maintain the Premises and all items therein, including items installed by Tenant, in good condition and repair.

10. Utilities and Other Services. Tenant shall, at Tenant's expense, provide for and pay for utility services to the Premises, including utilities such as gas, cable, internet, garbage and electricity. Tenant shall provide for and pay for any additional phone lines and service that may be required.

11. Signs. Tenant may, upon Landlord's prior consent which will not be unreasonably withheld, erect and maintain signs upon the Premises identifying it as occupied and operated by the Chelan County Sheriff. Tenant shall not remove or obscure current signage belonging to Chelan County Fire District #1.

12. Taxes. Landlord shall pay, before the same become delinquent, all taxes and special assessments levied against the Premises, if any. Tenant shall pay, before the same become delinquent, all taxes assessed against the furniture, fixtures, equipment, and other property which is owned by the Tenant located on the Premises.

13. Liability. All personal property on the Premises shall be at the sole risk of the Tenant. Landlord, its employees, and agents, have a duty to warn Tenant of any latent or obscure defects about which Landlord, its employees, and agents, know or should know exist on the premises as of the Commencement Date. Landlord shall not be liable for any injury to or death of any person, or damage to property, sustained or alleged to have been sustained by the Tenant or others as a result of any condition (including future conditions) in the Premises not caused by Landlord, its employees, agents, or about which Tenant was warned.

14. Indemnity. The parties agree to defend, indemnify and hold harmless each other and each other's elected officials, officers, employees, and agents against any and all liability, loss, or damage incurred as a result of all claims, demands, or actions of any kind resulting from the intentional or negligent acts and/or omissions of the indemnifying party, its agents or employees. In the event of concurrent negligence, this defense and indemnification shall apply only in proportion to the indemnifying party's fault. The terms of this Section shall survive any expiration or termination of this Lease.

15. Insurance. The Tenant shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, or other governmental group or self-insurance, licensed to do business in the state of Washington and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of no less than Two Million Dollars (\$2,000,000) for injury to or death of persons and for property damage. During the Term, the Tenant shall furnish Landlord with a certificate of coverage, or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant. Any deductible and/or self-insured retention shall be the sole responsibility of the Tenant. To the extent of the Tenant's negligence as herein assumed, the Tenant's liability coverage shall be primary coverage as respects Landlord, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by Landlord, its officers, officials, employees, and agents shall not contribute with the Tenant's coverage or benefit the Tenant in any way as respects the degree of liability attributed to Tenant. The Landlord shall furnish Tenant with certificates of coverage.

16. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet, in whole or in part, by Tenant, by operation of law or otherwise, without Landlord's prior consent. Any such assignment, transfer or subletting of the Premises must be for public safety.

17. Inspection. Landlord shall have the right of reasonable inspection of the Premises at all reasonable times and for said purpose shall have free access thereto. Landlord shall not have

access to the files, records and proprietary data of the county offices on the Premises unless consistent with public disclosure law.

18. Damage or Destruction. If the Premises is damaged or destroyed by fire or any cause other than act or omission of Tenant, its employees, agents, invitees, or licensees, Landlord may at its option restore the Premises, except for such fixtures, improvements, and alterations as are installed by Tenant, as nearly as practicable to their condition immediately prior to such damage or destruction. Rent shall be abated for any portion of the Premises that is untenable as a result of such damage or destruction. Tenant, at Tenant's expense, shall so restore all such fixtures, improvements, and alterations installed by Tenant. The Parties shall not be liable for any consequential damages by reason of any such damage or destruction.

19. Default; Remedies. If either Party is in default of the terms and conditions of this Agreement, the other Party may terminate this Agreement, if, after 30 days following written notice to correct having been served upon the Party in Default, and the Party in Default failing to cure said default or set a schedule for curing of said default, by serving upon the Party in Default a written notice to terminate. Termination shall not relieve the Party in Default of its obligations prior to termination.

20. Waiver of Subrogation. Each party agrees to waive any right to subrogation and shall require the same from their insurance carriers. Neither party shall be liable for consequential damages.

21. Notices. All notices, demands, and requests to be given by either party to the other shall be in writing. All notices, demands, and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at 401 Washington Street, Wenatchee, Washington, 98801, or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands, and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at 136 S. Chelan Avenue, Wenatchee, Washington, 98801, or at such other place as Landlord may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in the State of Washington.

22. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the Premises in good, neat, clean and sanitary condition, except for reasonable wear and tear, and damage not caused by any act or omission by Tenant, its employees, agents, invitees, or licensees.

23. Force Majeure. The failure of either Party to perform any of its obligations under this Lease shall be excused if due to causes beyond the control and without fault or negligence of said Party, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics, and strikes.

24. Miscellaneous.

(a) Nonwaiver. No failure of either Party to insist upon the strict performance of any provisions of this Lease shall be construed as depriving said Party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by either

Party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by said Party. No acceptance or payment of rent or of any other payment between the Parties after any default shall constitute a waiver of any such default or any other default. Consent by a Party in any one instance shall not dispense with necessity of consent by said Party in any other instance.

(b) Attorney's Fees. If an action be commenced to enforce any of the provisions of this Lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorney's fees. Venue for any action shall be Chelan County Superior Court. Each party expressly waives the right to a jury trial.

(c) Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

(e) Governing Law. This Lease shall be governed by the law of the State of Washington.

(f) Entire Agreement. This Lease contains the entire and integrated agreement of the parties and may not be modified except in writing, signed, and acknowledged by both parties.

(g) Landlord's Consent. Landlord shall not unreasonably withhold its consent where such consent is expressly provided for in this Lease.

(h) Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Parties may lawfully be entitled in case of any breach or threatened breach by the other Party of any provisions of this Lease. In addition to the other remedies provided in this Lease, each Party shall be entitled to the restraint by injunction of the violations, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(i) Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

(j) Time. Time is of the essence to this Lease.

(k) Conflict of Provisions. In case of conflict, the more specific provision of this Lease shall control.

(l) Binding Effect. This Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

25. Delivery of Possession. If for any reason whatsoever Landlord does not deliver possession of the Premises at the commencement of the term of this Lease, rent shall be abated until such date as possession of the Premises is tendered by Landlord, and in all other respects this Lease shall remain in full force and effect and the lease term shall be extended thereby. In no event shall Landlord be liable for damages caused by failure to deliver possession of the Premises.

26. Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon performance of all of Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord.

27. Trade Fixtures. Tenant may install on the Premises such equipment as is customarily used in the type of business conducted by Tenant on the Premises. Upon the expiration or sooner termination of this Lease, Tenant shall, at Tenant's expense, remove from the Premises all such equipment and all other property of Tenant and repair any damage to the Premises occasioned by the removal thereof. Any property left in the Premises after the expiration or sooner termination of this Lease shall be deemed to have been abandoned by Tenant and become the property of Landlord to dispose of as Landlord deems expedient without accounting to Tenant therefore.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Chelan County, Washington, this 7<sup>th</sup> day of May, 2018.

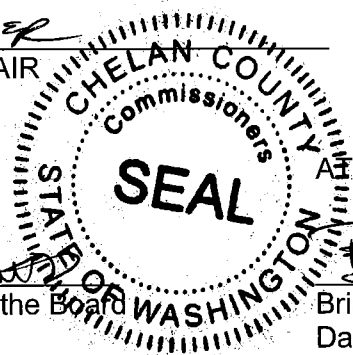
TENANT CHELAN COUNTY:  
CHELAN COUNTY BOARD OF COMMISSIONERS

Kevin Overbay  
KEVIN OVERBAY, COMMISSIONER

Doug England  
DOUG ENGLAND, COMMISSIONER

Keith W. Goehner  
KEITH W. GOEHNER, CHAIR

ATTEST:



ATTEST:

Janice Rullata  
\_\_\_\_\_, Clerk of the Board  
Date: 5/7/18

Brian Burnett  
\_\_\_\_\_, Sheriff  
Date: 5/02/18

STATE OF WASHINGTON        )  
                                      ) ss.  
County of Chelan            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated they were authorized to execute the instrument and acknowledged it, as the Chelan County Board of Commissioners, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington, residing at:  
\_\_\_\_\_ Commission Expires: \_\_\_\_\_

LANDLORD  
FIRE DISTRICT NO. 1 OF CHELAN COUNTY

By *M. Burnett*  
FIRE CHIEF MICHAEL BURNETT

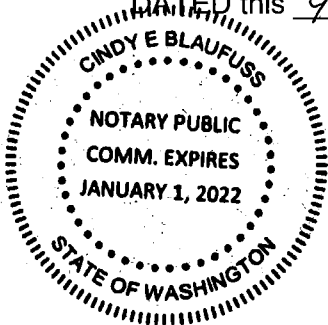
Attest:

*Cindy Blaufuss*  
Secretary, Chelan County Fire District No. 1  
Date: *5/9/2018*

STATE OF WASHINGTON             )  
  ) ss.  
County of Chelan                    )

I certify that I know or have satisfactory evidence that Michael Burnett signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the Fire Chief of Chelan County Fire District No. 1, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this *9th* day of *May*, 2018.



*Cindy Blaufuss*  
(Signature)  
*Cindy Blaufuss*  
(Print Name)

Notary Public in and for the State of Washington, residing at:  
*Wenatchee WA* Commission Expires: *1/1/2022*