



AFTER RECORDING RETURN TO:
East Lewis County Development Authority
P.O. Box 342
Morton, WA. 98356

Tax Parcel Number: 35179 006 002

This document changed and re-recorded pursuant to Resolution 99-317,
dated June 28, 1999.

LEASE OF REAL ESTATE (AMENDED)

THIS AGREEMENT, made and entered into this 25th day of
October, 1999, by and between LEWIS COUNTY, Washington, a
political subdivision of the State of Washington, hereinafter
referred to as "Grantor", and EAST LEWIS COUNTY PUBLIC DEVELOPMENT
AUTHORITY, herein called the "Grantee",

WITNESSETH:

For and in consideration of the mutual covenants and promises
herein contained, and other valuable consideration, the Grantor does
hereby lease to the Grantee, and the Grantee does hereby lease from
the Grantor, the following described real property situated in Lewis
County, Washington, to-wit:

That portion of the South Half of the Northeast Quarter of the
Southeast Quarter (S1/2 NE1/4 SE1/4) lying westerly of U.S. Highway
12 right of way, situated in Section 21, Township 13 North, Range 9
East, W.M., Lewis County, Washington.

ALSO, that part of the South Half of the Northwest Quarter of the
Southwest Quarter (S1/2 NW1/4 SW1/4) lying westerly of U.S. Highway
12 right of way, situated in Section 22, Township 13 North, Range 9
East, W.M., more particularly described as follows: Beginning at a
point on the Section line 660.05 feet south of the common quarter
corner between Sections 21 and 22, Township 13 North, Range 9 East,
W.M.; thence East to the westerly boundary of U.S. Highway 12 right
of way; thence Southwesterly along the westerly boundary of said
right of way to the point of intersection with the Section line
between said Sections 21 and 22; thence North along said Section
line to the true point of beginning.

EXCEPTING THEREFROM a parcel of land more fully described as
follows: Beginning at the northeast corner of the Northeast Quarter
of the Southeast Quarter (NE1/4 SE1/4) of Section 21, Township 13
North, Range 9 East, W.M.; thence South 0°58' West along the east
line of said Northeast Quarter of the Southeast Quarter (NE1/4



SE1/4), for a distance of 660.05 feet; thence North 88°44' West along the north line of the South Half of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of 510.7 feet to the true point of beginning; thence North 88°44' West along the north line of the South Half of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of 809.6 feet to a point on the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of 100 feet; thence South 88°44' East parallel to and 100 feet distant from the north line of South Half of said Northeast Quarter of the Southeast Quarter (S1/2 NE1/4 SE1/4) of said Section 21, a distance of 554.4 feet; thence North 69°42'30" East, 272.0 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM all that part of the following described tract of land located in the South Half of the Northeast Quarter of the Southeast Quarter (S1/2 NE1/4 SE1/4) of Section 21, Township 13 North, Range 9 East, W.M., to wit: Beginning at the intersection of the northerly line of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 21, with the northwesterly right of way line of U.S. Highway 12; thence Southwesterly along the northwesterly right of way line of said Highway, 150 feet; thence Northwesterly perpendicular to said Highway right of way, 138 feet; thence Northeasterly parallel with the northwesterly right of way line of said Highway, 150 feet; thence Southeasterly perpendicular to said Highway right of way line, 138 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land located in the South Half of the Northeast Quarter of the Southeast Quarter (S1/2 NE1/4 SE1/4) of Section 21, Township 13 North, Range 9 East, W.M., described as follows: Commencing at the intersection of the South line of said subdivision with the Northwesterly right of way boundary of U.S. Highway 12; thence North 35°54' East along said right of way boundary a distance of 164.51 feet to the true point of beginning; thence North 54°06' West, a distance of 125.0 feet; thence North 35°54' East, a distance of 90.0 feet; thence South 54°06' East, a distance of 125.0 feet to said right of way boundary; thence South 35°54' West, a distance of 90.0 feet along said right of way boundary to the true point of beginning.

SUBJECT TO an Easement for buffer zone area consisting of lands owned by Lewis County Water District Number 3 lying within a two hundred (200) feet radius of the actual well site on property conveyed to Lewis County Water District Number 3 by quit claim deed recorded under Auditor's file no. 869858, restricting the usage of such area by the Grantor, its successors, assigns, or contractors, whereby the area shall not be used to deposit on or underground any sewage, garbage, petroleum products, insecticides or herbicides, or take any other actions which could in any way cause pollution of the water drawn by the proposed well.

SUBJECT TO an easement granted to Martha W. Warnke, Florence Grubb, Dorothy Burke and Nelda Bonwell as recorded in Volume 421 of Deeds, Page 613, under Auditor's File No. 639729.

SUBJECT TO an easement granted to Menasha Corporation as recorded in Volume 424 of Deeds, Page 1 and Volume 424 of Deeds, Page 613, under Auditor's File No. 639728 and 643160.

SUBJECT TO an Agreement and Easement granted to Lewis County Water District No. 3 on May 7, 1979 for a water pipeline over a strip of land 10 feet in width adjacent to and Northwesterly of the northwesterly right of way line of U.S. Highway 12, reference to which shall be made for full particulars.



Subject to the following terms and conditions:

1. Grantor retains the right to use the above described property for present uses and/or any other uses until such time that: (a) the Grantee has submitted a plan for the property demonstrating its intended use; and (b) approval of said plan is granted by the Lewis County Board of County Commissioners. The plan must be submitted by Grantee within three (3) years of the starting date of this lease or Grantee shall be considered in default of this agreement. Grantor and Grantee will mutually agree as to the operation and/or removal of the stockpiles and drop box/recycling services.
2. Grantee shall use the leased premises for the purpose of promoting and assisting small business and light industrial development within east Lewis County. Prior to making any improvements or alterations to the leased property, Lessee shall submit plans and designs therefor to the Grantor for approval. All permanent improvements or alterations erected or made on the leased property shall, on termination of the lease, belong to the Grantor without compensation to Grantee. However, the Grantor has the option, to be exercised on expiration or sooner termination of the lease, to require the Grantee to remove any or all such improvements or alteration. Further, if the Grantee fails substantially to make the improvements or alterations required by the lease, the lease may be terminated and all rentals paid shall be forfeited to the Grantor.
3. The term of this lease agreement shall be for a period of fifty (50) years commencing on the 1st day of April, 1998, and terminating on the last day of March, 2048, thereafter renewable in ten year intervals.
4. Grantee shall pay to the Grantor as and for the rental of said premises an annual rent in the sum of One Dollar (\$1.00) on or before May 1st each year. Rents shall be paid to Lewis County Public Works Department and credited to the Public Services Equipment Rental and Revolving Fund 501. The rental rate may be adjusted by Lessor every five years by following the procedures set forth in Lewis County Code 3.30.430.
5. The Grantee has had the opportunity to inspect the leased premises, and accepts the premises in its present condition. The Grantee agrees to make all repairs to maintain in a good and safe condition the leased premises, including but not limited to the inspection and proper maintenance of structures, improvements and grounds thereof.
6. The Grantee shall hold harmless the Grantor and Grantor's agents from all damages of every kind and nature whatsoever that may be claimed or accrue by reason of any accident in or about the rented premises or from the Grantee's use or occupation of the leased premises and areas adjacent thereto, or caused by the acts, neglect or omissions of the Grantee or any agent of the Grantee. It is agreed that neither the Grantor nor the Grantor's agents shall be liable for the death of, or injury to, any person in or about the rented premises, or for loss



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or damage to any property of the Grantee or any agent of the Grantee.

7. Upon Grantee's occupation of property Grantee shall have in full force and effect general liability insurance for bodily injury, fire and property damage, adequate to protect Grantor against liability for injury or death of any person, or damage and destruction of the premises arising in connection with the construction of improvements at the premises, or the use, operation or condition of the premises during the term of the lease. Such insurance at all times shall be in an amount of no less than \$2,000,000.00, and shall include by endorsement, Lewis County, its elected and appointed officials, employees and volunteers as additionally insured, as pertains to Grantee's use of the leased premises. A copy of such insurance policy and any renewal provisions shall be attached and made a part of this lease agreement. Grantee shall not allow the insurance coverage to lapse during the term of the lease. To do so constitutes a breach of this lease.
8. Grantee at all times shall comply with Chapter 17.15 of Lewis County Code. A breach by Grantee of any provision of Chapter 17.15 of the Lewis County Code will be considered a breach of this agreement.
9. In the event the Grantee defaults in the payment of rent or in the performance of any covenant herein contained, the Grantor shall have the right to terminate and cancel this lease agreement. Written notice of the Grantor's intent to so terminate shall be delivered to Grantee by certified mail, return receipt requested, or by personal service, not less than thirty (30) days prior to the effective date of such termination. In the event the Grantee has not initiated good faith efforts to cure the default upon which the notice of termination is based at the end of the said thirty (30) day period, the Grantee shall quietly surrender and deliver possession of the rented premises to the Grantor.
10. The Grantee shall not assign this lease agreement, but may sublet any portion of this lease to any other party including political subdivisions of the State of Washington, and then only upon the written consent of the grantor, which shall not be unreasonably withheld. Grantor shall respond in writing to the Grantee within thirty (30) days from the date the Lewis County Board of County Commissioners receives such a request. If Grantor does not respond within the thirty (30) day period, such request will be deemed approved.
11. This lease agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives. Any modification to this lease agreement must be in writing and signed by both parties.
12. In the event the premises are destroyed by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in substantial part thereof, the Grantee shall give the Grantor immediate written notice thereof, and it shall be optional with the Grantee to rebuild or repair the same.



Grantee shall have no more than sixty (60) days after the date of such notification to inform the Grantor of the Grantee's intentions to rebuild or repair the premises. Lack of notification by Grantor to rebuild as provided herein shall be cause for the Grantor to terminate this lease with ten (10) days written notice to the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

EAST LEWIS COUNTY PUBLIC DEVELOPMENT
AUTHORITY

By: *William A. Norman*
Title: Chairman

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Richard H. Haka
Chairman

ATTEST:

Karisa Duffey
Karisa Duffey, Clerk of the
Board of County Commissioners
SINCE 1845
LEWIS COUNTY COMMISSIONERS
WASHINGTON'S 1st COUNTY

[Signature]
Member

Dennis Hadeller
Member

APPROVED AS TO FORM ONLY:

JEREMY RANDOLPH,
Prosecuting Attorney

By: *[Signature]*
Deputy Prosecuting Attorney