

808430

LEASE

AGREEMENT OF LEASE, between BURLINGTON NORTHERN INC., a corporation, hereinafter referred to as the "Railway Company," and THE COUNTY OF LEWIS, a municipal corporation of the State of Washington, hereinafter referred to as the "Lessee":

The Railway Company, in consideration of One Dollar (\$1.00) and other good consideration and the covenants and agreements to be kept and performed by the Lessee, as hereinafter set forth, does hereby lease to the Lessee the following described property including the building located thereon:

That portion of the Burlington Northern Inc. property in the City of Chehalis, Lewis County, Washington, situated in the Southeast quarter of the Southeast quarter of Section 30, Township 14 North, Range 2 West, Willamette Meridian, more particularly described as follows:

Commencing at the point of intersection between the west line of Front Street and the southwest line of Market Street; thence southerly along said west line of Front Street to a point which lies opposite railway engineering station 2867+78.3 when measured at right angles, said point being the true point of beginning for this description; thence continuing southerly along said west line of Front Street to a point which lies opposite railway engineering station 2870+57.3 when measured at right angles; thence westerly to a point which lies 16 feet easterly when measured at right angles from the centerline of the most easterly main line track at said railway engineering station 2870+57.3, of the Burlington Northern Inc. as now constructed; thence northerly parallel with and 16 feet easterly from the centerline of said main track to a point which lies opposite railway engineering station 2867+78.3 when measured at right angles; thence easterly at right angles to said main track to a point of intersection with the west line of Front Street and the point of beginning.

The terms of this lease and the conditions of this lease are as follows:

1. The term of this lease is for a period of twenty (20) years beginning on November 1, 1975, and thereafter continuing indefinitely from year to year until terminated by the Lessee giving sixty (60) days prior written notice to the Railway Company.

2. This lease is made on the express condition that the leased premises shall be used for displays, exhibits and events

of historical significance by the Lewis County Historical Society and if at any time during the life of this lease the Lessee for a period of eighteen (18) consecutive months shall fail to use said premises for such purposes, the Railway Company shall have the right, at its option, by ninety (90) days written notice to Lessee, to cancel this lease.

3. Lessee hereby agrees to place and maintain a chain link fence not less than eight (8) feet in height running immediately adjacent to the west side of the Chehalis Depot between the raised loading ramp on the south and ~~XXXX~~ Street on the north, as indicated in ~~XXXX~~ on the print attached hereto and made a part hereof. This provision for the placement and maintenance of a fence, as above described, is an express condition of this lease without which the lease would not have been granted. NRC

4. Lessee, at Lessee's sole cost and expense, shall keep the premises hereby demised in good and sanitary condition and shall make all repairs and renewals that from time to time may be necessary to keep any improvements located thereon in good repair and sanitary condition and fit for occupancy. On termination of this lease, either by expiration of the term hereof or by cancellation, or otherwise, Lessee shall surrender said demised premises in a condition satisfactory to the Railway Company. In the event of Lessee's failure to maintain the premises in good and sanitary condition, the Railway Company may give Lessee a written notice of intention to terminate this lease after thirty (30) days if the Lessee fails to correct any deficiencies cited by the Railway Company. If such deficiencies are not corrected to the satisfaction of the Railway Company within such thirty-day period, then the Railway Company may forthwith cancel this lease. Lessee shall make no major structural changes to the topography or buildings on the premises without the prior written consent of the Railway Company. However, this provision shall not be nor shall it be deemed to prevent Lessee from accomplishing

necessary repairs of the premises or interior remodeling to render the premises suitable for intended use by Lessee.

5. It is agreed that any structure or other facilities erected and maintained on said premises for the purposes herein mentioned shall be at the sole cost and expense of the Lessee, and Lessee will protect and hold the Railway Company harmless from any claim for labor or materials furnished in connection with the construction, repair and maintenance thereof.

6. The Lessee covenants and agrees that it will make no unlawful, improper or offensive use of the premises and that at the expiration of said term, or upon any earlier termination of this lease, it will surrender, vacate and, if requested by Railway Company, remove the present structure on said premises or any structures and improvements built or made by Lessee from said premises and leave the same in good order and condition.

7. Lights on the leased premises will be shielded to the satisfaction of the Railway Company so as to prevent interference with railway operations. The Lessee shall pay all rates for the use on the said premises of water, heat, gas, electricity, and any other public utilities and shall save harmless the said premises and the improvements thereon from any and all liens attaching thereto by reason of non-payment of any such rates.

8. Lessee shall pay any charges and taxes levied or assessed, including special assessments, against said property. In case of nonpayment of taxes, the same until paid shall constitute a lien upon any property owned by the Lessee located upon the premises, and the lien may be foreclosed according to law.

9. The Lessee agrees not to assign this lease or any interest therein, or sublet the leased premises without the prior written consent of the Railway Company. Neither may this lease be assigned by operation of law. Consent of the

Railway Company to any assignment shall not be deemed a waiver of this paragraph requiring its consent as to any subsequent assignment.

10. It is understood by both parties hereto that the leased premises are in dangerous proximity to the tracks of the Railway Company, and that persons and property on the leased premises will be in danger of injury or destruction by fire or other causes incident to the operation of a railroad, and the Lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease, without which the same would not be granted, that the Lessee, to the extent allowed by law, agrees to indemnify and hold harmless the Railway Company for loss, damage, injury or death from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near said premises, including any person sustaining injury or death on the Railway Company's operating property after climbing over or through the fence provided for in paragraph 3 of this lease, without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars, or in any respect from the operation of a railroad. Provided, however, that, except with respect to the property hereby leased, nothing contained herein shall be deemed to obligate the Lessee to save and hold harmless the Railway Company from damage claims and losses arising solely from the negligence of the Railway Company, its servants, agents or employees.

It is also agreed that the provisions contained in this paragraph are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the Railway Company's property, of which said premises are a part.

11. Lessee agrees to take the leased property in its present condition and subject to any damages that may be caused by the Railway Company's operations. Provided, however, if the present building located on said property is substantially damaged by any cause whatsoever, the Railway Company may terminate this lease.

12. The Railway Company reserves the right to go upon and inspect said property at any reasonable time.

13. Lessee shall annually furnish to the Railway Company a certificate of Public Liability and Property Damage Liability insurance policy maintained by Lessee, together with a Contractual Liability Endorsement attached thereto, under the terms of which the insuring agreements of the policy are extended to cover the liability assumed by the Lessee hereunder. The form of said Endorsement is hereto attached, marked Exhibit A.

14. Failure on the part of the Lessee to observe any of the covenants which by the terms of this lease are to be kept and performed by the Lessee, shall entitle the Railway Company to terminate this lease upon thirty (30) days written notice to the Lessee. Upon termination of this lease, the Lessee shall have the right to remove any structures or equipment installed by it from said premises within ninety (90) days from date of said termination, and upon its failure to do so the Railway Company may appropriate the same to its own use, without compensation, or may remove the same at the cost of the Lessee.

15. Any written notice to Lessee shall be sufficient if deposited in the United States mail, postage prepaid, addressed to Lessee at Chehalis, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 1st day of

November _____, 1975.

THE COUNTY OF LEWIS,
a municipal corporation

By Donald Cooper
Commissioner

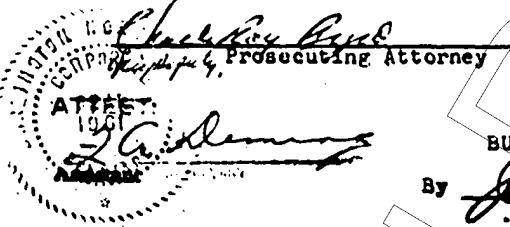
Harriet M. Cooper
Commissioner

A. G. Johnson
Commissioner



Attest: Robert J. Veneman
Lewis County Auditor

APPROVED AS TO FORM:



Charles E. Bueh
Prosecuting Attorney

Attest: [Signature]
Notary Public

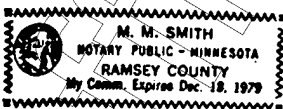
BURLINGTON NORTHERN INC.

By J. C. Kenady
Vice President (Title)

STATE OF MINNESOTA)
County of RAMSEY) ss.

The undersigned Notary Public in and for the State of Minnesota hereby certifies that on this date personally appeared before me J. C. Kenady known to me to be the individual who executed the foregoing instrument and acknowledged that he signed and sealed the same as Vice President of Burlington Northern Inc. and that he had full authority to do so.

Given under my hand and official seal this 1st day of November, 1975.



M. M. Smith
Notary Public for Ramsey County, Minn.
Residing at St. Paul, Minnesota
My Commission Expires: December 18, 1979.

CONTRACTUAL LIABILITY ENDORSEMENT

In consideration of the premium at which this policy is written, THE GREAT AMERICAN Insurance Company agrees that the insuring agreements of the policy to which this Endorsement is attached are extended to cover liability for bodily injuries, including resulting death, and for damage to property, which liability the insured has assumed by virtue of the following wording contained in a contract entered into by and between the insured and Burlington Northern Inc., dated _____

November 1, 1975.

"It is understood by both parties hereto that the leased premises are in dangerous proximity to the tracks of the Railway Company, and that persons and property on the leased premises will be in danger of injury or destruction by fire or other causes incident to the operation of a railroad, and the Lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease, without which the same would not be granted, that the Lessee, to the extent allowed by law, agrees to indemnify and hold harmless the Railway Company for loss, damage, injury or death from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near said premises, including any person sustaining injury or death on the Railway Company's operating property after climbing over or through the fence provided for in paragraph 3 of the lease to which this contractual liability endorsement is attached, without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars, or in any respect from the operation of a railroad. Provided, however, that, except with respect to the property hereby leased, nothing contained herein

shall be deemed to obligate the Lessee to save and hold harmless the Railway Company from damage claims and losses arising solely from the negligence of the Railway Company, its servants, agents or employees.

"It is also agreed that the provisions contained in this paragraph are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the Railway Company's property, of which said premises are a part."

This endorsement is issued subject to all agreements, exclusions, conditions, declarations and other terms contained in the policy, except as modified by this endorsement.

This endorsement forms a part of Policy No. SLP 7-23-60-73

issued to LEWIS COUNTY

by the GREAT AMERICAN

Insurance Company, and is effective November 10, 1974,

12:01 A.M. Standard Time.

COUNTERSIGNED

VIRGIL R. LEE, SON, INC.

Lay: Gary P. Thomas

DULY AUTHORIZED AGENT

EXHIBIT "A"