

AFTER RECORDING RETURN TO:
Lewis County
351 NW North Street
Chehalis, WA. 98532

Tax Parcel Number: 003874 000 000

LEASE

THIS LEASE, made and entered into this _____ day of _____, 2015 by and between LEWIS COUNTY, a political subdivision of the State of Washington, whose address is 351 NW North Street, Chehalis, WA 98352, hereinafter referred to as "Landlord" and LEWIS COUNTY BAR LEGAL AID, a Washington Corporation, P O Box 117, Chehalis, WA 98532, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant desires to occupy the real property and premises noted herein for the purpose of office space; and

WHEREAS, each entity executing this lease as Tenant will be bound and obligated to pay the rental herein and perform the other obligations contained herein, regardless of whether or not they occupy some, all or none of the real property; now therefore,

In consideration of the covenants and agreements herein contained and the monies to be paid as hereinafter set forth, the Landlord agrees to lease, demise and let unto the Tenant, and the Tenant agrees to lease through the term specified herein, the premises consisting of a house and garage located at 19 SW Cascade Avenue, Chehalis, WA 98532, which real property is sometimes hereinbefore and hereinafter referred to as "the demised premises" or the real property and legally described as follows:

Lot 17, Block F, Main Street Addition to Chehalis as recorded in Volume 2 of Plats,
Page 64.

4. Alterations and Improvements. The Tenant shall not make any changes in, alterations or additions to, the demised premises without the prior written consent of the Landlord—which consent shall not be unreasonably withheld. Any alteration, addition or improvement made by the Tenant after such consent, shall be done at the Tenant's expense and any fixture installed as a part thereof shall become the property of the Landlord upon expiration or sooner termination of this lease; provided, however, Landlord may require Tenant to remove any alteration, addition or improvement and fixture installed as a part thereof, and restore the portion of the premises on which they were placed in the same condition they were in prior to such alteration, addition or improvement. Nothing herein shall prohibit Landlord from conditionally approving any alteration, addition or improvement, such condition being that the premises must be restored at the end of the lease term, or sooner termination of the lease, in its pre-altered or improvement condition—reasonable wear and tear excepted.

5. Repairs. Tenant shall, at its own expense, keep the demised premises, including improvements thereon, as herein discussed under "Maintenance", in good repair and shall make all repairs as shall be reasonably necessary to keep the leased property and improvements thereon in good condition and repair—reasonable wear and tear excepted. Tenant further agrees that all damage or injury to said property by Tenant, or any person who may legally be upon the demised premises, shall be repaired by Tenant at its expense; provided, however, this shall not be construed to limit recovery by Tenant for damage caused by a third party. Tenant agrees at the expiration of this lease, or sooner termination thereof, to quit and surrender said real property and improvements thereon, in as good a condition and repair as existed at the inception of this lease, reasonable wear and tear from ordinary use excepted.

6. Maintenance. Tenant shall be responsible for maintenance on the demised premises, including improvements thereon, with the exception of lawn mowing for which

Tenant agrees to accept the demised premises in the present condition and state of repair.

8. Insurance and Personal Property Taxes. Tenant shall be responsible for fire and other insurance on the contents. Any and all personal property taxes assessed against personal property located on the demised premises shall be timely paid before delinquent, and the sole responsibility of Tenant.

Tenant, at its sole expense, shall procure and maintain in full force and effect public liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million (\$1,000,000) aggregate bodily injury and property damage liability, insuring any and all applicable liability with respect to the demised premises, right of occupancy or use thereof, or the conduct of any business therefrom, which coverage shall specifically include indemnification against accidents and the like arising from the use by Tenant of any of the real property, improvement and fixtures thereon, and subject of this lease.

9. Damage or Destruction. In the event the demised premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same unfit for the intended lease purposes in whole or in substantial part thereof, it shall be optional with Landlord to rebuild or repair the same; and after the happening of any such contingency, Tenant shall give the Landlord immediate notice thereof. In the event of such contingency, Landlord may elect to terminate this lease and shall do so by notifying Tenant within thirty (30) days of the occurrence of the loss. Landlord may similarly elect to effect reconstruction and continue this lease in full force and effect. If Landlord does repair, restore and/or reconstruct, Landlord shall proceed without unnecessary delay. The rent and other such assessments payable by Tenant shall be abated during the period of such repair and reconstruction, in the same ratio that portion of the demised premises rendered unfit for intended lease purposes shall bear to the whole of the leased premises. If Landlord shall fail to give notice of Landlord's

12. Waiver of Subrogation. Landlord and Tenant, on behalf of themselves, their successors and assigns, if any, each hereby waive all right to subrogation that either may have, may or might have against the other, for any losses occurring during the period that this lease is in full force and effect on said demised premises or the improvements located thereon and telephone system therein, or to personal property therein belonging to either party where the loss is proximately caused by fire, lightning or any cause included in or covered by the standard fire insurance policy, or other casualty policy used for insuring said property, including perils insured in and covered by the extended coverage endorsements constituting a part of the standard fire insurance policy and/or all risk insurance policy.

13. Utilities. Tenant agrees to pay all utilities including but not limited to gas, electricity, telephone, water and sewer.

14 Ice, Snow and Debris. Tenant shall at all times keep the sidewalks and parking areas on the demised premises free and clear of ice, snow, debris, rubbish and any and all similar obstructions. At the conclusion of the term of this lease, or upon any sooner lawful termination thereof, Tenant shall quit and deliver up the premises to the Landlord peacefully and quietly and broom clean.

15. Liens. Tenant agrees to pay, or cause to be paid, all costs for work done, or caused to be done, by Tenant for services provided to Tenant, on the demised premises or improvements thereon, and Tenant will keep said demised premises and improvements thereon clear of all liens on account of work done for Tenant, caused to be done for Tenant, or other services provided for Tenant, except for such liens created or caused to be created by Landlord. Tenant agrees to pay and shall indemnify and save Landlord free and harmless against all liability, loss, damage, cost, attorney's fees and other expenses on account of such Tenant claims for laborers or materialmen, or others, for such work performed or services

18. Default. This lease is made upon the express condition that if Tenant fails to pay the rent herein, or any part thereof or any penalty related thereto after the same shall be due, or if Tenant fails or neglects to perform, meet or observe any of the Tenant's other obligations herein, then Landlord, after ten (10) days' written notice, may lawfully declare the termination of this lease, may re-enter said demised premises and the improvements thereon, or any part thereof, and by due process of law remove and put Tenant out, or any other person or persons occupying said demised premises or improvements thereon, and may remove all personal property therefrom without prejudice to any remedies which might or may otherwise be used for the collection of arrearages of rent, or the breach of any other covenants or conditions.

Tenant agrees to pay Landlord any deficiency arising from subsequent reletting at a lesser rental than herein provided, and Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord. In the case of such re-entry by Landlord, Landlord shall use its best efforts to mitigate its damages and relet the demised premises as promptly as possible, for a term and at a rental at least as great as the balance of the term hereof and the rental provided for herein. If such reletting is not reasonably practical for such term, and upon such rental, Landlord may relet the premises upon such terms as are reasonable, and for a period of time which may expire either before or after the expiration of this lease.

If Tenant fails to perform any non-monetary duty, obligation or covenant, Landlord may, at its election, perform the duty or obligation, in which event Tenant shall, upon demand, pay to the Landlord, Landlord's actual cost incurred in performing said duty or obligation, together with interest at twelve percent (12%) per annum until paid.

19. Nonwaiver of Default. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of any obligation hereunder by Tenant, other than the failure to pay the particular rent so accepted, and the waiver of any

24. Captions and Headings. Captions and paragraph headings in this lease are inserted for reference only and are not a part of this lease and do not in any way define, limit or describe the scope or intent of this lease, nor its terms and/or provisions.

25. Entirety. This lease constitutes the entire agreement and understanding between the Landlord and Tenant. There are no other agreements or representations either oral or written, which modify or have an effect upon this lease. The parties are not relying on any representations or promises, other than those specifically set forth herein. No modification of this lease shall be binding upon either party unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, this lease has been duly executed by the parties hereto the day and year previously written.

LEWIS COUNTY BAR LEGAL AID
By: Roberta S. Church

Title: Board President

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Edna J. Fund, Chair

P. W. Schulte, Vice Chair

Gary Stamper, Commissioner

ATTEST:

Karri Muir, CMC, Clerk of the
Board of County Commissioners

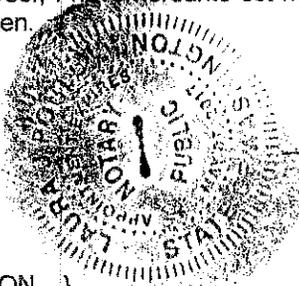
Jonathan L. Meyer,
Prosecuting Attorney

By: _____
Civil Deputy

STATE OF WASHINGTON }
 } ss.
County of Lewis }

On this 8th day of January 2015, before me personally appeared Roberta S. Church to me known to be the Board President of Lewis County Bar Legal Aid, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Lewis County Bar Legal Aid for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of Lewis County Bar Legal Aid.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the day and year last above written.



Ramon J. Pohl
Notary Public, in and for the
State of Washington, Residing at
Toledo, WA
My Commission expires: 5/17/2017

STATE OF WASHINGTON, }
 } ss.
County of Lewis }

I, _____, Notary Public in and for the State of Washington, do hereby certify that on this ____ day of _____, A.D. 2015, personally appeared before me _____, and _____ to me known to be the Commissioners of Lewis County, that they executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act of said Commissioners for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said District.

Given under my hand and official seal this ____ day of _____, 2015.

Notary Public, in and for the
State of Washington, Residing at

My Commission expires: _____



Central Services

351 NW North Street
Chehalis WA 98532

February 12, 2015

Ms. Carolyn Hipps
Executive Director
Lewis County Legal Aid
Chehalis, WA 98532

RE: 19 Cascade Ave

Dear Ms. Hipps,

Please except this letter as an amendment to the proposed contract between Lewis County and Lewis County Legal Aid for rental of the County owned building located at 19 Cascade Ave, Chehalis, WA 98532

As part of that agreement, Lewis County agrees to construct an ADA compliant ramp on the north entrance of building to allow for handicap access into the building.

In addition, Lewis County agrees to repair or replace at our sole discretion, major non-working items or defects within the building. Specifically, the HVAC system that has been deactivated and not used since purchase of the building by Lewis County.

If you have any further questions concerning this, please feel free to contact me.

Very truly yours,

Michael A. Strozyk
Director