

AFTER RECORDING RETURN TO:  
Lewis County Public Works Dept.  
2025 NE Kresky Ave  
Chehalis, WA. 98532

Tax Parcel Number: Portion 021650 002 002

**LEASE**

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between LEWIS COUNTY, a political subdivision of the State of Washington, whose address is 2025 NE Kresky Ave., Chehalis, WA 98532, hereinafter referred to as "Landlord" and, DIAMOND TC HOLDINGS, LLC, a Washington Limited Liability Company, whose address is 2312 Shepard St., Steilacoom, WA 98388, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant desires to occupy the real property and premises noted below for the purpose of drive-through banking access; and

WHEREAS, Tenant's use will be non exclusive, and Landlord retains the right to use said premises for parking lot access; and

WHEREAS, each individual 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 below, the premises consisting of asphalt paving on the southwest side of a parking lot commonly referred to as 2025 NE Kresky Avenue, Chehalis, Washington, 98532 shown outlined on attached "Exhibit A", which real property is sometimes hereinbefore and hereinafter referred to as "the demised premises" or the real property situated in the Northwest quarter of the Southeast quarter (NW¼ SE¼) of Section 20, Township 14 North, Range 2 West, W.M., Lewis County, Washington.

1. Term. The term of this lease shall commence on the 1st day of September, 2016, and end on the 31st day of August, 2021, or earlier termination as hereinafter provided.

2. Rental. The Tenant shall pay Landlord One Hundred and Seventy Five Dollars (\$175.00) on or before the 30th day of each and every calendar month thereafter, as monthly rental, to be paid in advance through the term of this lease. In the event the Tenant fails to pay the monthly rent, in advance, on or before the 10th day of the month, a penalty of ten (10%) of the monthly rental shall be assessed and immediately due in addition to the monthly rent.

3. Use. Tenant shall have the non exclusive right to use the demised premises for vehicular access to drive-through banking and not otherwise. Tenant shall not use or permit the demised premises to be used for any other purpose or purposes without the prior written consent of the Landlord. Tenant agrees that during the term of this lease, the demised premises shall be kept in a clean and orderly condition, free of refuse, and that Tenant will comply with all local, state and federal regulation, including police, health and fire regulations, and will comply with all other applicable statutes, ordinances and regulations. Failure to comply will constitute a breach and default of this lease.

7. Insurance and Personal Property Taxes. Tenant, at their sole expense, shall procure and maintain in full force and effect public liability insurance with limits of not less than one million dollars, 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, and subject of this lease.

8. 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 untenable 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 such 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 election aforesaid, Tenant shall have the right to declare this lease terminated by notifying Landlord. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the demised premises, damage or destruction to Tenant's personal property thereon, or inconvenience or other annoyance or loss suffered by Tenant as a result of any such damage or destruction.

Tenant agrees that Landlord, if they so elect, may enter the demised premises to make any and all repairs, reconstruction or restoration.

9. Condemnation. If any part of the demised premises shall be taken by condemnation or under threat of condemnation, and the part remaining is such that Tenant may continue its business operation thereon, then this lease shall continue and the rent payable by Tenant shall be subject to such adjustment as may be appropriate considering the interference to the Tenant's business operations occasioned by said partial taking. In the event that the demised premises shall be condemned to an extent making it impossible or impracticable for the Tenant to continue its business operations thereof, then this lease shall terminate as of the date of said taking, and the Landlord and Tenant shall be relieved of further liability hereunder.

10. Indemnification. Tenant hereby agrees to indemnify Landlord, their agents, servants and employees, against, and to save and hold Landlord, their agents, servants and employees harmless from any and all claims or demands for loss of or damage to property, or for injury or death to any person from any cause whatsoever, including employees, workmen, invitees, and guests, while in, upon, or about said demised premises, or arising from any act or omission of Tenant, their guests, contractors, servants, employees, invitees, or licensees.

11. 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.

12. 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, and Tenant will keep said demised premises 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 provided, or materials or supplies furnished to or on account of the demised premises.

13. Additional Covenants. Tenant covenants as follows:

(a) To pay the rentals herein stated and additions thereto, at the time or times herein provided, in lawful money of the United States.

(b) Not to assign or otherwise transfer this lease without the prior written consent of Landlord.

(c) Not to sublease or sublet the demised premises, or any portion thereof, or allow anyone to occupy the same, or portion thereof, without the prior written consent of Landlord.

(d) Not to commit or suffer any waste of or about the demised premises.

(e) Not to install any power machinery on the demised premises, without the prior written consent of Landlord.

(f) Not to use said demised premises in any way, for any purpose, or keep or maintain anything thereon which will void any insurance policy applicable to the demised premises, or which would in any way increase any premium to be paid on any existing insurance policy applicable thereto.

(g) Not to allow the demised premises to fall into such a state of disrepair and to the extent Tenant is responsible for such repair, as to increase the insurance hazard thereon.

(h) To comply at Tenant's own expense, with all orders, notices, regulations and requirements of any public authority having jurisdiction respecting the demised premises, to the extent of Tenant's obligations under this lease.

(i) To keep the demised premises in a neat, clean condition.

(j) Pay all payroll expenses, supplier bills, taxes and other expenses incurred in the operation of Tenant's business.

(k) Not to use or permit the use of the demised premises for any illegal purpose.

14. Attorneys' Fees. In the event of any litigation between the parties hereto arising out of the construction or enforcement of this lease, the demised premises, the prevailing

party shall be allowed all reasonable attorneys' fees expended or incurred in such litigation to be recovered as part of the costs therein.

15. 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, 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, 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 their best efforts to mitigate their 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 their election, perform the duty or obligation, in 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.

16. 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 breach of any term, covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof, or a waiver of the breach, term or covenant itself.

17. Holding Over. In the event the Tenant for any reason should hold over in possession the demised premises following the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month-to-month which may be terminated at will at any time by the Landlord.

18. Notice and Payment. Demands, notices and other papers by one party to the other shall be in writing and delivered to the other party or mailed by first class United States mail, postage prepaid, by certified mail with return receipt, to the party's address as contained in the preamble hereto, or such other single address as may be given from time to time by one party to the other. For purposes of notice by Tenant to Landlord, at the inception of this lease, Tenant shall provide notice to Landlord at 2025 NE Kresky Ave., Chehalis, WA 98532.

If demands, notices or other papers are sent by United States mail, they shall be deemed given three (s) days after being placed in the mail, holidays excluded.

19. Time. Time is of the essence of this lease and all provisions thereof.

20. 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.

21. 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 first above written.

LESSEE:  
Diamond TC Holdings, LLC

By: 

Title: PRESIDENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

LESSOR:

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

\_\_\_\_\_  
P. W. Schulte, Chair

\_\_\_\_\_  
Gary Stamper, Vice Chair

\_\_\_\_\_  
Edna J. Fund, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Lewis County  
Board of County Commissioners

\_\_\_\_\_  
APPROVED AS TO FORM:  
JOHNATHAN L. MEYER,  
Prosecuting Attorney

By: \_\_\_\_\_  
Civil Deputy

STATE OF WASHINGTON }  
County of Pierce } ss.  
}

On this 20 day of SEPTEMBER 2011, before me personally appeared \_\_\_\_\_, to me known to be the PRESIDENT of Diamond TC Holdings, LLC, a Washington Limited Liability Company, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the Company and that the seal affixed is the seal of said Company.

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

Jennifer Opdyke  
Notary Public, in and for the  
State of Washington, Residing at 10203 Kucka Rd Spanaway wa  
My Commission expires: 2-1-2018

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

I, \_\_\_\_\_, Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, A.D. 2011, 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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public, in and for the State  
of Washington, Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_