

MASONIC PARKING LOT LEASE

This Lease is made effective the 17th day of May, 2017, between the White Salmon Masonic Building Association (Lessor) and the City of White Salmon, a Washington Municipal Corporation (Lessee).

Recitals

- A. Lessor operates a not-for profit business in White Salmon, Washington and wishes to enter into a ground lease with the City of White Salmon to allow additional **motor vehicle parking** for the City Hall, located next to the property.
- B. The parties are willing to enter into a lease subject to the terms and conditions contained herein.

Agreements

1. Real Property Lease Agreement. Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor the premises described as:

The North 60 feet (approximately) of the West ½ of Lot 1 and the East 25 feet of Lot 2, Block C, Lauterbach's First Addition, NE-SE of Section 24, Township 3 North, Range 10 East to White Salmon, Washington, recorded as Volume 1 of PLATS and Page 50, Klickitat County records.

2. The Lease Term. The lease term shall commence on the 1st day of June, 2017 and continue through the 31st day of March, 2021. Lessee shall have the right to renew the lease for up to two (2) additional consecutive five-year terms, provided it is not in default of this lease. Extensions shall automatically renew on April 1 of 2021 and thereafter April 1 of each fifth year unless Lessee gives Lessor notice within sixty (60) days prior to the renewal date of its intent not to renew the Lease for an additional term.

3. Rent:

- a. Rent for the leased Premises for the initial term shall be the sum of \$175 per month, due the first day of each month during the lease term.
- b. Use of Leased Premises. Any permits required for business use of the Leased premises shall be provided by lessee. Lessee agrees to

comply, at its expense, with all applicable laws and regulations of any public authority affecting the Leased premises. Signage may be placed on the Leased Premises only with the written consent of the Lessor.

- c. Lessee Improvements. Lessee agrees to surface and stripe the parking lot at Lessee's own expense. Any further improvements to the Leased Premises require Lessor's written approval prior to commencement of the improvements. All improvements to the leased Premises shall be the property of the Lessor when installed and shall remain on the Leased premises at the termination of this lease.
- d. Assignment and Successor Interests. This Lease inures to the benefit of the parties, their successors and assigns. Lessee may not assign, transfer, or sublease the Leased Premises without the written consent of Lessor. Any successor of Lessor shall assume all obligations of Lessor hereunder, and upon such assumption, Lessor shall be released from any further liability under this Lease.
- e. Indemnity for Loss or Damage. Lessee shall indemnify, defend and hold Lessor harmless from any loss or damage to the Leased Premises arising out of the actions, omissions or negligence of Lessee, its invitees or agents. Lessor will keep the Leased Premises insured at the Lessor's expense against fire and other risks covered by a standard fire insurance policy. Lessee shall bear the risk of loss to any property or equipment of Lessee which may hereafter be placed or permitted by the Lessee on the Leased Premises.
- f. Liability Insurance. During the term of this lease, Lessee shall maintain public liability insurance in the amount of at least \$500,000 combined limits naming Lessor as an additional insured. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activity or any condition of the Leased Premises. Certificates establishing that such coverage is in effect shall be provided to Lessor upon demand at any time during the Lease.
- g. Repairs and Maintenance. Lessor Lessee shall be responsible for repairs and maintenance of the parking lot surface described above, including activities such as adding gravel as needed and grading at the Lessee's expense. Notwithstanding, Lessee shall be responsible for repair of the parking lot surface as well as any repairs necessitated by the negligence of Lessee, its agents and invitees only if such damage is caused by negligence of Lessee, its agents and invitees only if such damage is caused by negligence or

malfasance by the Lessee. Lessor shall have the right of reasonable access to the Leased Premises for purposes of inspection and to determine the necessity of repairs or maintenance.

- h. Waiver of Subrogation. Neither party shall be liable to the other for any loss or damage caused by fire or any risk enumerated in a standard fire and casualty insurance policy as required in this Lease, and neither party's insurance company shall have a subrogated claim against the other.
- i. Damage and Destruction. If the Leased Premises are destroyed during the lease term, the obligation to pay rent shall be suspended for the duration of any necessary repairs. If there is any significant damage, which interferes with the ability of the Lessee to use the premises for usual business purposes, either party may terminate this Lease.

4. Default. The following shall be events of Default:

- a. Default in Rent. Failure of Lessee to pay any rent or other charge within 20 days after written notice from Lessor that rent is due and owing.
- b. Default in Other Covenants. Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment or rent or other charges) within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that I cannot be completely remedied within the 30 day period, this provision shall be complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

5. Remedies on Default.

- a. Termination. In the event of a default the Lease may be terminated at the option of the Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and the Lessor may reenter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.
- b. Re-letting. Following reentry or abandonment, Lessor may re-let the Leased Premises and in that connection may make any

suitable alterations or refurbish the Leased Premises, or both, or change the character or use of the Leased Premises, but Lessor shall not be required to re-let for any use or purpose other than that specified in this Lease or which Lessor may reasonably consider injurious to the Leased Premises, or to any lessee that Lessor may reasonably consider objectionable. Lessor may re-let all or part of the Leased Premises, along or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

- c. Damages. In the event of termination or retaking of possession following default, Lessor shall be entitled to recover all damages as permitted by law.
- d. Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

6. Surrender at Expiration

- a. Condition of Leased Premises. Upon expiration of the lease term or earlier termination on account of default, Lessee shall surrender the Leased Premises in a clean condition. (<add and “serviceable condition for parking vehicles”?)

7. Hazardous Substances. Without Lessor’s prior written consent, Lessee shall not bring into the Leased Premises nor allow any third party to bring into the Leased Premises, any “Hazardous Substance.” “Hazardous Substance” means (a) any substance commonly known as such, including, without limitation, oil, gasoline, or any similar substance, and/or (b) any substance referred to as such or by any similar designation in any law or regulation now or hereafter in existence relating to health or environmental protection of the use, storage, or disposal of wastes. If Lessee desires to bring or to allow a third party to bring into the Leased Premises any Hazardous Substance, Lessee shall request Lessor’s written consent, which request shall be accompanied by a list of the Hazardous Substances and such other information as Lessor may request. Lessor may deny such request. Notwithstanding the foregoing, Lessee may, without Lessor’s prior consent, but in compliance with all applicable laws, regulations and governmental guidelines, use any ordinary and customary material reasonably required to be used by Lessee in the normal course of Lessee’s business permitted on the Leased Premises so long as such use does not expose the Leased Premises, or

neighboring properties to any meaningful risk of contamination or damage, or expose Lessor to any liability therefore.

Lessee agrees to comply with all applicable federal, state and local laws, ordinances rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee or any of its employees, agent or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601 et seq; The Clean Water Act, 33 U.S.C. Sec 1251 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901; the Toxic Substances Control Act, U.S.C. Sec 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sec 136 et seq.; the Clean Air Act, 42 U.S.C. Sec 7401 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq.; the Model Toxics Control Act R.C.W. 70.105 D, 010 et seq.; The Washington Clean Air act., R.C.W. 70.94; the Washington Solid Waste Management Act, R.C.W. 70.105 and the Washington Nuclear Energy and Radiation Act, R.C.W 70.98.

Lessee shall in all events use and contain any Hazardous Substance in strict compliance with all laws and shall not allow any release of the same. Lessee shall not store or keep any gasoline or other fuels or explosive substance within the Leased Premises.

Lessee shall not keep any trash, garbage, waste or other refuse on the Leased Premises except in sanitary containers and shall regularly and frequently remove the same from the Leased premises.

8. Americans with Disabilities Act ("A.D.A") Lessee acknowledges that
 - a. Compliance of the Leased Premises with the A.D.A. depends upon the uses of the Leased Premises, the location of each use with the Leased Premises, alteration which the Lessee makes to the Leased Premises, and changes to the A.D.A. standards over time, and
 - b. Lessee may have obligations under the A.D.A. as an employer which may differ from its obligations as the operator of the Leased Premises. Lessee shall make only such uses of the Leased Premises as comply with the A.D.A. Lessee further specifically

agrees that, in connection with its installation of alterations and lessee improvements, including but not limited to any requirements to improve or modify other portions or aspects of the leased Premises in connection with or as a result of the alterations or lessee improvements contemplated by Lessee, all at the expense of Lessee.

9. Taxes. Lessor shall pay all real property taxes assessed against the Leased Premises. Lessor shall pay all local improvement district assessments assessed against the Leased Premises.
10. Waiver. Waiver by either party of any provision of this lease shall not be a waiver of any other provisions of this lease not prejudice the party's right to require performance of that provision in the future.
11. Attorney's Fees. In any litigation arising out of this lease, the losing party agrees to pay the reasonable attorney's fees of the prevailing party as set by the court at trial or upon appeal.
12. Notices. Any notices under this lease shall be in writing and shall be deemed given upon mailing, first class U.S. mail, postage prepaid, to the party's at the addresses appearing after the signature below.

Approved by the White Salmon City Council on the 17th day of May, 2017.

Lessor:



White Salmon Masonic Building
Association
Dan Henderson, Chair
PO Box 727
White Salmon, WA 98672-0727

Lessee:



City of White Salmon
David Poucher, Mayor
PO Box 2139
White Salmon, WA 98672-2139