

LEASE

IT IS SO ORDERED by this Board of County Commissioners of Walla Walla County, Washington that a lease shall be entered into this date between the COUNTY OF WALLA WALLA, as Lessor, and TWO-RIVERS RIDING CLUB, INC., Burbank, Washington, as Lessee.

WITNESSETH:

PREMISES: The Lessor leases to the Lessee the following premises situated in the County of Walla Walla, State of Washington, as described in the attached Exhibit "A", for the purpose of construction a corral, and appurtenant structure to be used by members of the riding group for recreational riding. No other structures may be added without the express, written permission of the Walla Walla County Board of Commissioners. Any upgrades to premises or structures must meet or exceed the requirements of pertinent Walla Walla County Code or state statutes and the Americans with Disabilities Act (ADA), and all permits must be obtained prior to project being initiated.

TERM: The term of this lease shall be for ten years.

RENTAL: The lessee shall pay yearly in advance the sum of \$748.95 (seven hundred forty eight dollars and 95 cents), and shall furnish, at its own expense, all utilities. Lessee will assume liability for any leasehold taxes assessed by the county or state.

REGULATIONS: All operations of Lessee on the leased premises shall be in full compliance with all federal, state, county and municipal laws, rules and regulations.

Lessee recognizes that Lessor's operation of the adjacent Solid Waste Drop Box Site shall have priority over operations by Lessee on the leased premises, and the Lessee agrees that it shall be subject to all reasonable or required regulations of Lessor in its operation of the site, and in the event Lessor shall desire to enlarge the site leased premises shall be subject to such encroachment and reduction.

USE: The lessee will not use or permit use of the premises for any unlawful, immoral or offensive purpose. The exterior area and grounds in the immediate vicinity of the lease area will be kept clean, mowed and free of weeds.

HOLD HARMLESS/INDEMNIFICATION: Lessee will hold harmless and indemnify Walla Walla County and its officials, employees, volunteers and agents, jointly, severally, individually and privately, from all claims and liability caused by or arising out of the activity or nonactivity in connection with the maintenance and/or operation or use of the premises, whether such activities, maintenance, operation or use are by those of the Lessee or the agents or employees of Lessee; this includes the cost of defending all claims or demands of any kind resulting from such use.

INSURANCE: Lessee agrees to provide the County with evidence of insurance or security sufficient, to insure its operations and the event with a broad-form liability policy in the amount of \$1,000,000 per occurrence and aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy shall name Walla Walla County as Additional Insured with respect to this agreement. Lessee shall provide County evidence of current insurance coverage annually in January. Should insurance lapse, this agreement shall be considered as breached.

SUBROGATION: Each party mutually waives any right the either might have to recover against the other for fire or explosion losses or other insured perils.

ASSIGNMENT: The Lessee shall not assign this lease, the premises, or any part thereof without the prior written consent of the Lessor.

ACCEPTS PREMISES: The Lessee has examined the premises and accepts them in their present condition. Lessee assumes the risk of any injury or damages resulting from the condition of or any defects in the property, known or unknown, occurring before or after the execution of this lease.

MAINTENANCE AND REPAIR: Lessee shall maintain the general character of the site, and will not dig any holes, move material in or out of the site to fill or excavate, without prior written consent of the Lessor.

COMMERCIAL USAGE: Lessee agrees that there shall not be any commercial enterprise established on the premises. This shall not disallow the operation of a "Chuck Wagon" fund raising enterprise that is owned by the club and operated by the club on an intermittent basis. No on-going commercial enterprises are allowed however. As a fund raising project Lessee may store on the leased premises, aluminum, glass and other recyclables, provided said materials are stored in barrels or other containers approved by Lessor.

WATER/SEWER: Lessee agrees to provide a well for drinking water and sanitary facilities for use by the Lessees. This would include a septic tank facility of a proper size for the group involved. The Lessor shall have the right to use the well that is to be drilled by the Lessee, at no cost to the Lessor. If the lease should be terminated by either party in accordance with this agreement, the well would become the property of the Lessor.

LITTER: Lessee agrees to keep the site in a presentable condition, with all trash, papers, inordinate amounts of manure, etc., picked up and removed from the site. Trash containers will be furnished in accordance with the provisions of the Department of Ecology's requirements for litter barrels, etc. If the appearance is allowed to deteriorate and if deemed advisable by the Lessor, the county will cause the site to be cleaned up and the Lessee will be billed for whatever the costs of said cleanup amount to. Also, as this site is adjacent to the drop box site for the area, there will be varying amounts of blowing debris, especially during period of high winds, and possible odors, insects, etc. These conditions are recognized by the Lessee and Lessee agrees that Lessee will not request Lessor to terminate or abate them.

ATTENDANT: Lessor agrees to allow the Lessee to place one living quarters on said site for the purpose of allowing an attendant to live on the site to prevent vandalism to the site and maintenance of the property being leased. This is not to be construed to allow housing for more than one family, or to allow housing for other than a bona-fide attendant for the purpose of protection of property owned by the Lessee.

INSPECTION: Lessor, by its authorized representative, shall have the right to inspect the premises at all reasonable hours. Lessee will be provided adequate notification of such inspections unless an emergency requires otherwise.

BREACH: If the Lessee fails to pay the rent, or violates any terms of this lease, then Lessor may declare the lease forfeited and the terms thereof at an end, and to immediately, without notice or process of law, and without liability to Lessee, re-enter and take possession of the premises using such force as may be necessary to remove all persons and property therefrom. Lessee shall pay the Lessor's attorney fees and costs incurred for the purpose of enforcing any of the provisions of this law.

TERMINATION: Either party may terminate this lease without cause by providing the other party written notice twelve (12) months in advance. In the event Lessor terminates this lease without cause, Lessee shall have six (6) months to remove improvements.

SURRENDER: Upon termination of this lease, in any way, the Lessee will yield up the premises to the Lessor in as good as condition and repair as they are now, loss by fire and ordinary wear and tear excepted.

If Lessor needs the leased property for the use of Walla Walla County, the Lessor has the right to give a six (6) month notice to Lessee and terminate the lease.

Lessee shall be permitted within six (6) months after the termination of this lease to remove improvements places by Lessee.

Date this 19th day of October, 2009 (county)

**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**

Gregory A. Tompkins

Gregory A. Tompkins, Chairman

Gregg C. Loney

Gregg C. Loney, Commissioner

Perry L. Dozier

Perry L. Dozier, Commissioner

Attest:

Connie R. Vinti

Connie R. Vinti, Clerk of the Board

TWO RIVERS RIDING CLUB

Alva Moffat Pres.

(signature)

10/8/09

(date)

Alva Moffat

(please print name here)

EXHIBIT "A"

Legal description for lease agreement between Walla Walla County and Two Rivers Riding Club

That portion of Northeast quarter of the Northeast quarter of Section 13, Township 8 North, Range 30 East, Willamette Meridian., Walla Walla County, Washington, described as follows;

Commencing at the brass cap monument at the Northeast corner of said Section 13; thence S89°36'35"W along the North line of said Section, 987.29 feet to a found railroad spike near the centerline of Hanson Loop Road; thence S00°39'31"E, 32.99 feet to a point on the South right of way line of said Hanson Loop Road and the TRUE POINT OF BEGINNING; thence continuing S00°39'31"E, 296.85 feet to a 5/8" rebar with plastic cap; thence N89°35'07"E, 329.10 feet to a 5/8" rebar with plastic cap; thence S00°40'16"E, 107.61 feet; thence N89°36'31"E, 295.00 feet; thence N27°12'35"W, 275.00 feet to a point on the South right of way line of said Hanson Loop Road; thence N72°49'30"W along said right of way line, 526.49 feet to the TRUE POINT OF BEGINNING.

The herein described parcel contains 3.27 acres more or less.

(Prepared by LeRoy Waggoner, PLS, Walla Walla County Public Works Department surveyor, 9-4-09)