

GROUND LEASE

THIS GROUND LEASE, hereinafter "Lease", is entered into this 15th day of September, 2021, by and between the OKANOGAN COUNTY TRANSIT AUTHORITY, hereinafter referred to as "OCTA", and the CITY OF TONASKET, hereinafter referred to as "Tonasket", and collectively the "Parties".

RECITALS

A. Tonasket owns secure vehicle storage within the municipal limits of Tonasket and located at 500 Railroad Avenue, Tonasket, Washington, hereinafter referred to as the "Premises".

B. OCTA has used the Premises to park/store two (2) of its transit vehicles, and has also stored cleaning supplies and bus fluids in a storage shed on the Premises.

C. Tonasket is desirous of allowing OCTA to continue such use by leasing a portion of the Premises to OCTA for the purposes of vehicle parking/storage and storage of cleaning supplies and bus fluids in a storage shed on the Premises, subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. Ground Lease. Tonasket leases to OCTA, and OCTA leases from Tonasket, a portion of the Premises for the purposes of secure vehicle storage for two (2) transit vehicles of OCTA. In addition, OCTA shall be allowed to store cleaning supplies and bus fluids in a storage shed located on the Premises.

2. Term. This Lease shall commence on the effective date above, and shall continue for a term of one (1) year thereafter. This Lease shall

automatically renew for successive one (1) year periods, subject to the termination provisions contained herein.

3. **Rental.** The monthly rental shall be One Hundred Fifty Dollars (\$150.00) per month, payable on the first day of the month, commencing on September 1, 2021.

4. **Uses Prohibited and Abandonment of Premises.** OCTA shall not use or permit the Premises or any part thereof to be used for any purpose or purposes other than secure vehicle parking/storage and storage of cleaning supplies and bus fluids in a storage shed on the Premises. OCTA shall comply with all applicable laws and regulations affecting OCTA's use of the Premises under this Lease. In the event that OCTA abandons the Premises, Tonasket may enter upon the Premises and remove any cleaning supplies and bus fluids left on the Premises by OCTA, and may dispose of such as Tonasket deems appropriate, without liability to Tonasket.

5. **Assignment.** OCTA may assign its interest in this Lease only after obtaining the written consent of Tonasket.

6. **Termination.** Either party may terminate this Lease at any time, with or without cause, upon sixty (60) days' written notice. In the event of a breach in the terms of this Lease by OCTA, Tonasket may terminate this Lease after fifteen (15) days' written notice to OCTA. Upon termination, OCTA shall remove any transit vehicles, cleaning supplies and bus fluids stored upon the Premises.

7. **Indemnity and Insurance.** Tonasket shall not be liable for any injury to or death of any person nor for any loss of or damage to any property occurring in or about the Premises by OCTA. Tonasket shall be named as an additional insured on OCTA's liability insurance policy, and OCTA will hold and save Tonasket harmless from any loss, damage, liability or expense (including expense of litigation) resulting from any actual or alleged injury to or death of any

person, or from any actual or alleged loss or damage to any property caused by or resulting from any act or omission of OCTA or any officer, agent or employee of OCTA in and about the Premises. Tonasket shall have no obligation or responsibility to carry insurance on the transit vehicles, cleaning supplies and bus fluids stored on the Premises and owned by OCTA.

8. Notices. All notices, demands or other writings in this Lease to be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited into the U.S. Mail, certified and postage prepaid and addressed as follows:

Tonasket: City of Tonasket
Attn: Mayor
209 South Whitcomb Avenue
Tonasket, Washington 98855

OCTA: Okanogan County Transit Authority
Attn: General Manager
P.O. Box 507
Okanogan, Washington 98840

The address to which any notice or other writing may be given as provided above may be changed by written notice given by the party as provided above.

9. Maintenance. OCTA, at its own expense, shall be responsible for the maintenance of the portion of the Premises leased herein so that it shall not be a liability or nuisance to any third party.

10. Leasehold Excise Tax. Any leasehold excise tax due and owing as a result of this Lease, shall be the responsibility of Tonasket.

11. Portable Bathroom. In addition to the parking/storage provided in this Lease, OCTA shall be allowed to locate and maintain a portable bathroom facility upon the Premises for use by OCTA employees and agents. It shall be the responsibility of OCTA to clean and maintain such portable bathroom facility so that it is sanitary and does not create a nuisance on the Premises. OCTA shall

coordinate with Tonasket in the placement and location of the portable bathroom facility upon the Premises.

12. Attorney's Fees. In the event of any litigation commenced regarding the enforcement or interpretation of this Lease, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

OCTA: OKANOGAN COUNTY TRANSIT AUTHORITY

By _____
Cindy Gagne, Chairperson

By _____
Clerk of the Board

TONASKET: CITY OF TONASKET

By _____
Marylou Kriner, Mayor

ATTEST:

Alice Atwood, City Clerk-Treasurer

STATE OF WASHINGTON)
County of Okanogan) ss:

This is to certify that on the ___ day of _____, 2021, before me, the undersigned, personally appeared CINDY GAGNE, and said person

acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument, and acknowledged it as the Chairperson of the Board of Directors of OKANOGAN COUNTY TRANSIT AUTHORITY, to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated: _____ 2021.

Printed name: _____
Notary Public in and for the State of
Washington, residing at _____
My appointment expires: _____.

STATE OF WASHINGTON)
County of Okanogan) ss:

This is to certify that on the ___ day of _____, 2021, before me, the undersigned, personally appeared MARYLOU KRINER, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument, and acknowledged it as the Mayor of the CITY OF TONASKET, to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated: _____ 2021.

Printed name: _____
Notary Public in and for the State of
Washington, residing at _____
My appointment expires: _____.

