

**LEASE AND OPTION TO PURCHASE AGREEMENT
BETWEEN THE CITY OF TENINO AND
THE TENINO COMMUNITY SERVICE CENTER/FOOD BANK PLUS**

THIS LEASE AGREEMENT ("Lease") is made this ____ day of _____, 2025 between the City of Tenino, a Washington municipal corporation ("Landlord"), and Tenino Community Service Center/Food Bank Plus, a Washington non-profit corporation ("Tenant").

FOR AND IN CONSIDERATION of the terms and conditions set forth in this Lease, including without limitation the public interest, Landlord hereby rents and leases to Tenant, and Tenant hereby takes and leases from Landlord, the Leased Premises, as defined herein, upon all the following terms and conditions:

1. AGREEMENT TO LEASE.

Landlord desires to lease certain Premises to Tenant, as specifically described in Section 2, and Tenant desires to lease said Premises from Landlord.

2. PREMISES.

2.1 Description of Leased Premises. Landlord is the owner of the Premises physically located at 748 AND 798 Sussex Ave W, Tenino, Washington, ("the Property"), identified as APN 74901501000 (Cold Storage Warehouse) and 74901501100 (City Buildings) and legally described in **Exhibit A**, attached hereto and incorporated herein by this reference as if set forth in full. Upon the Cold Storage Property is located a metal building currently occupied by the Tenino Community Service Center/Food Bank Plus ("the Cold Storage Warehouse"). Upon City Buildings are two metal buildings to be occupied by the Tenino Community Service Center/Food Bank Plus ("the City Buildings"). Collectively the Properties, the Cold Storage Warehouse and City Buildings are referred to herein as "the Leased Premises."

2.2 Use of Leased Premises. Except as otherwise expressly provided herein, Tenant shall use the Leased Premises exclusively for the purpose of operating a nonprofit community resource center serving the needs of the local population, including poor, infirm and/or otherwise needy people of the Tenino community, southern Thurston County and northern Lewis County. Tenant shall not use the Leased Premises for any other purpose without Landlord's prior written consent, which may be withheld for any reason in Landlord's sole discretion.

2.3 Services to be rendered.

A. **Management:** The Tenant agrees to operate and manage the services provided on the Leased Premises effectively and agrees to provide adequate supervision during open hours.

B. **Hours Of Operation:** The Tenant agrees to conduct activities on the Leased Premises to conform with the hours and days of operation identified in **Exhibit B**. The hours may be modified with prior notice to the City.

C. **Employees of Tenant:** The Tenant will ensure that its paid and unpaid staff shall

conduct themselves in a professional manner. The Tenant shall make every effort to maintain staffing adequate to administer the operations specified above and to provide adequate supervision for all activities that take place on the Premises. The Tenant will ensure that the Leased Premises are adequately staffed to provide services.

D. **Continue Occupancy**: The Tenant agrees to continuously and uninterruptedly, during the term of the Lease, occupy and use the Leased Premises for the purposes specified above, unless the Leased Premises are untenable by reason of fire, flood, or unavoidable casualty.

E. **Inspections**: City reserves the right to make inspections of the Leased Premises. Except in unusual circumstance, these inspections will be made after notification and during normal business hours.

3. **LEASE TERM: TERMINATION.**

3.1 **Term**. The term of this Lease ("Lease Term") shall commence on _____, 2025, and shall expire automatically on December 31, 2031_____. Provided, that the parties may mutually agree to extend the Lease Term by executing a written amendment hereto to such effect.

3.2 **Termination for Breach**. Landlord may terminate this Lease in response to Tenant's material breach hereof. In such event, Landlord shall provide written notice to Tenant describing the alleged breach. Provided, that Tenant shall be afforded the opportunity to cure or otherwise correct the condition(s) causing the breach, or agreeing to a remediation schedule acceptable to Landlord, as provided by Section 14.

4. **RENT.**

In consideration for use of the Leased Premises hereunder, Tenant shall remit to Landlord a total payment amount of one dollar (\$1.00) per year for each property. Such sum shall be paid within ten (10) days from the date of the execution of this Lease, and thereafter annually by January 1st of each succeeding year throughout the Lease Term. The parties mutually agree and acknowledge that Tenant's operation of the Tenino Community Services Center/ Food Bank Plus upon the Leased Premises effectuates a fundamental government purpose and public benefit such as to obviate the necessity of additional compensation.

5. **OPTION TO PURCHASE.**

In consideration of the Rent to be paid by Tenant under this Lease and other good and valuable, Landlord grants to Tenant the option (the "Option") to purchase the Premises, including but not limited to all structures and improvements thereon and all appurtenances thereto, on the terms and conditions set forth herein and in accordance with the Commercial Brokers Association (CBA) Real Estate Purchase Agreement (the "Purchase Agreement") for a purchase price (the "Purchase Option Price") equal to the Fair Market Value of the Premises as of the date of the Option Exercise Notice, as that term is defined below, as determined in accordance with Section 5.1.

Tenant shall have the right to exercise the Option by Tenant giving Landlord written notice of Tenant's exercise thereof (the "Option Exercise Notice"), during the Lease Term. The Option Exercise Notice shall be accompanied by two (2) copies of the Purchase Agreement each dated as

of the date of Tenant's Option Exercise Notice and executed by Tenant, as purchaser, and reflecting a closing date not less than sixty (60) days, and not more than ninety (90) days, after the date of the Option Exercise Notice. Within three (3) business days after the latter to occur of (i) Landlord's receipt of Tenant's exercise of the Option, or (ii) the determination of Fair Market Value pursuant to Section 5.1, Landlord shall execute and return to Tenant one copy of the Purchase Agreement which Tenant shall have sent to Landlord. In the event that the Option is not exercised by Tenant in the manner provided herein before the end of the Lease Term, the Option shall be null and void and of no further force or effect. The Purchase Option Price shall be payable in cash.

5.1 **Determination of Fair Market Value.** "Fair Market Value" shall be determined in the manner provided below:

A. Upon Tenant providing Landlord with the Option Exercise Notice (as provided herein), Landlord and Tenant shall meet within ten (10) days to agree upon the Fair Market Value for the Purchase Option Price. If Landlord and Tenant shall so agree on the Fair Market Value for such Purchase Option Price within such time as specified above, they shall forthwith execute the Purchase Agreement.

B. If Landlord and Tenant are unable to agree on Fair Market Value within the time provided, Landlord shall appoint a licensed real estate appraiser within ten (10) days and immediately notify Tenant in writing of said appointment and of the name and address of the licensed real estate appraiser so appointed. Tenant shall have the right to appoint a licensed real estate appraiser within such ten (10) days, and shall immediately notify Landlord in writing of said appointment and of the name and address of the licensed real estate appraiser so appointed. If within ten (10) days after their appointment, the two licensed real estate appraisers agree on the Fair Market Value within a five percent (5%) differential, the Fair Market Value shall equal the average of the determination made by each of said two licensed real estate appraisers, and shall be binding upon Landlord and Tenant. If the two licensed real estate appraisers do not, within ten (10) days after their appointment, agree on the Fair Market Value, within a five percent (5%) differential, the licensed real estate appraisers shall then appoint a third licensed real estate appraiser within ten (10) days thereafter. Such third appraiser shall, within twenty (20) days of such appointment, choose either the Fair Market Value determined by Landlord's appraiser or the Fair Market Value determined by Tenant's appraiser as the final Fair Market Value. The third appraiser's choice shall be based upon its determination of which of the two proposed Fair Market Value determinations is more reasonable. The Fair Market Value chosen by the third appraiser shall be binding on Landlord and Tenant. The decision shall be made in writing and signed by the licensed real estate appraisers in duplicate. One of the writings shall be delivered to Landlord and the other shall be delivered to Tenant. The charges for services of the licensed real estate appraisers, if any, shall be borne by the Landlord and Tenant in equal shares.

C. The licensed real estate appraisers appointed pursuant to this Section must be licensed real estate appraisers specializing in industrial real estate with at least five (5) years' continuous and active experience in the Olympia-Lacey-Tumwater metropolitan area. Notwithstanding anything to the contrary contained herein, in no event shall the appraisers take into account the value of any improvements to the Premises made or paid for by Tenant in determining the Fair Market Value.

D. In the event Tenant or Landlord fails to appoint an appraiser as provided above, the appraiser so appointed shall determine Fair Market Value and such determination shall be binding on the parties, subject to the right of such party failing to appoint an appraiser to have another appraiser appointed jointly by the appraiser to appointed and the party that failed to appoint an appraiser. The appraiser so appointed as provided in this Subsection shall be deemed the "third appraiser" for purposes of this Section.

E. In the event the appraisers selected by Landlord and Tenant are unable to agree on a third appraiser, the matter shall be submitted to the American Arbitration Association for the appointment of a third appraiser.

6. PERMITTED USE.

6.1 **Use.** The permitted use of the Leased Premises is exclusively for the purposes described in Section 2.2 herein. Tenant shall not use nor permit or suffer the use of the Leased Premises for any other business or purpose without Landlord's consent.

6.2 **Compliance with Laws.** Tenant shall, at Tenant's sole cost and expense, comply fully with all local, state and federal laws, statutes, ordinances, governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to Tenant's use and occupancy of the Leased Premises. Tenant is solely responsible for maintaining compliance with all applicable laws as well as any permitting conditions for any construction upon or use of the Leased Premises by Tenant.

7. **UTILITIES.** Tenant shall be and remain responsible for all charges for all utilities, including without limitation all telephone, internet, cable, water, gas, heat, electricity, power, and/or sewer service, charged or attributable to the Leased Premises, including the Building.

8. LICENSES AND TAXES.

8.1 **Business and Regulatory Licenses.** Fees and Charges. Tenant shall be liable for, and shall pay before delinquency throughout the Lease Term, all applicable license fees, regulatory charges, excise fees, and occupation taxes covering Tenant's use of and business conducted on the Leased Premises.

8.2 **Leasehold Excise Tax.** The parties acknowledge that this Lease is exempt from leasehold excise taxes pursuant to Chapter 458-29A WAC.

8.3 **Personal Property Taxes.** Tenant shall pay, or cause to be paid, before delinquency, any and all applicable taxes levied or assessed during the Lease Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property of Tenant located upon the Leased Premises.

9. ALTERATIONS.

9.1 **Acceptance of Premises.** Except as otherwise expressly provided herein, Tenant acknowledges that Landlord has absolutely no responsibility to make any improvements or repairs to the Leased Premises, including the Building, at any time, including but not limited to the time

of possession or any other Term, even if conditions necessitating improvement or repair do not arise or become manifest until after possession. Tenant accepts the Leased Premises "AS IS" and "WHERE IS."

9.2 Alterations by Tenant. Tenant shall not make any interior or exterior alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld and Landlord will endeavor to respond to such request within thirty (30) days after all plans and budget have been submitted to Landlord. Any such alterations, additions or improvements consented to by Landlord shall be made at Tenant's sole cost and expense; provided, that Tenant shall be solely responsible for ascertaining and paying any prevailing wages applicable therefor to the extent required by Chapter 39.12 RCW. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees), and any and all liens resulting therefrom.

10. MAINTENANCE OF PREMISES.

Tenant agrees to keep the Leased Premises in such repair (routine maintenance) as they are at the commencement of said lease term, reasonable wear and tear excepted, and shall maintain the same in a safe, operable and legally compliant condition. As used herein, routine maintenance shall include, each and every obligation of Tenant to keep, maintain and repair shall include, without limitation, all ordinary nonstructural repairs and replacements. To the extent possible, Tenant shall keep the Premises from falling temporarily out of repair or deteriorating. Further, Tenant shall keep and maintain the improvements at any time situated upon the Premises, the parking area and all sidewalks and areas adjacent thereto, safe, secure, clean and sanitary (including, without limitation, snow and ice clearance, planting and replacing flowers and landscaping, and necessary interior painting and carpet cleaning), and in substantial compliance with all zoning, municipal, county and state laws, ordinances and regulations applicable to the Premises. Landlord represents and warrants that the Premises are as of the date of this Lease, in compliance with all applicable zoning, municipal, county and state laws, ordinances and regulations. Tenant will at its sole expense promptly replace any broken or damaged property or equipment with material or equipment of equal size and quality. Tenant will not knowingly allow the Property or the Building to be damaged in any way and shall yield up the Leased Premises at the end of the above referenced term in good repair, except for reasonable wear and tear.

11. SURRENDER OF PREMISES.

In the event this Lease is terminated, or in the event Tenant desires to relocate its operations to a different site, Tenant may remove the improvements installed by Tenant (excluding the Building) from the Property, restoring the Property to its original condition. Tenant may also work with Landlord to identify a new tenant acceptable to Landlord in Landlord's sole discretion. Provided, that nothing herein shall be construed as requiring Landlord to accept any new tenant or otherwise as limiting or constraining Landlord's discretion regarding the use of the Property.

12. LIENS AND ENCUMBRANCES.

Tenant shall keep the Leased Premises free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by arising therefrom. Landlord may

require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in an amount equal to one and one-half (1 and 1/2) times the estimated cost of any improvements, additions, or alterations in the Leased Premises which the Tenant desires to make, in order to insure Landlord against any liability for the completion of such work. Nothing in this section shall be construed as an acknowledgment or concession that the Leased Premises is subject to any lien or encumbrance.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, nor sublet the whole or any part of the Leased Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord. Any such assignment, transfer pledge, hypothecation or encumbrance without the prior written consent of Landlord shall be void.

14. INDEMNIFICATION, INSURANCE, AND RISK OF LOSS.

14.1 Indemnification. Tenant shall protect, defend, indemnify, and hold harmless Landlord, its officers, officials and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use or occupation of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Leased Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Landlord. Tenant's obligations under this section expressly include without limitation responsibility for any injury or loss caused or suffered by any employee, agent or invitee of Tenant

It is further specifically and expressly understood that the indemnification provided herein constitutes Tenant's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this subsection shall survive the expiration or termination of this Lease.

14.2 Insurance. The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

A. No Limitation.

The Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance.

The Tenant shall obtain insurance of the types and coverage described below:

- i. Commercial General Liability insurance shall be at least as broad as Insurance Services

Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

- ii. Property insurance shall be written on a Special Form basis with Earthquake and Flood included.

C. Minimum Amounts of Insurance.

The Tenant shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

D. Other Insurance Provisions.

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current AM. Best rating of not less than A: VII. Membership in a self-insured risk pool will be acceptable and not require an A M. Best Rating.

F. Verification of Coverage.

The Tenant shall furnish the Landlord with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Tenant.

G. Waiver of Subrogation.

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

H. Landlord's Property Insurance.

Landlord shall purchase and maintain during the term of the lease all-risk property

insurance covering the Cold Storage Warehouse and City Buildings for its full replacement value without any coinsurance provisions.

I. Notice of Cancellation.

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance.

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving five business days' notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Landlord on demand.

K. Landlord's Full Availability of Tenant Limits.

If the Tenant maintains higher insurance limits than the minimums shown above, the Landlord shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Tenant, irrespective of whether such limits maintained by the Tenant are greater than those required by this contract or whether any certificate of insurance furnished to the Landlord evidences limits of liability lower than those maintained by the Tenant.

14.3 Risk of Loss. Tenant exclusively assumes all risk of loss in storing, doing any work upon, using or operating any personal property upon the Leased Premises, and Landlord shall have no responsibility whatsoever for the safety, protection, integrity or preservation thereof.

14.4 Limitation of Individual Liability. Tenant agrees that no officer, official or employee of Landlord will be personally liable for any obligation of Landlord hereunder, and that Tenant must look solely to the interest of Landlord in its corporate capacity for the enforcement of any claims arising hereunder.

15. TENANT'S DEFAULT.

The occurrence of any one or more of the following shall constitute a material default and breach of this Lease by Tenant:

A. Vacating the Premises. The vacating or abandonment of the Leased Premises by Tenant for more than fifteen (15) Days.

B. Failure to Pay Rent. The failure by Tenant to make any payment of rent or adjusted rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

C. Unpermitted Use of Leased Premises. Use of the Leased Premises for any purpose not

authorized by Section 2.2 herein shall be grounds for immediate default.

- D. Failure to Perform. Other than as specified in Section 14.1 (B) and (C) above, the failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, specifically including without limitation Tenant's failure to utilize the Property for the purposes set forth in this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

15.1 Remedies in Default. In the event of any default or breach by Tenant under this Lease, in addition to any other remedies at law or in equity, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

- A. Terminate Lease. Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case, this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord to the maximum extent permissible by law. In such event, Landlord shall be entitled to recover from Tenant: (i) all past due rents, and other charges; (ii) the expenses of removing fixtures installed by Tenant and restoring the Leased Premises to pre-possession status; (iii) Landlord's reasonable attorneys' fees, if applicable; (iv) the worth, at the time of court award, of the amount by which the unpaid rent and other charges called for herein covering the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could have reasonably been avoided by Landlord; or,
- B. Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws of the State of Washington. Landlord expressly reserves the right to recover from Tenant any and all actual expenses, costs and damages caused in any manner by reason of Tenant's default or breach.

Without prejudice to the forgoing, Landlord and Tenant may mutually agree upon a remediation schedule to cure any default or breach.

15.2 Legal Expenses. If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to any attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other party all the costs incurred by the prevailing party, including reasonable attorneys' fees.

15.3 Remedies Cumulative - Waiver. Landlord's remedies hereunder are cumulative and the Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which Landlord may have under this Lease or by law. Neither the acceptance of rental payments nor any other acts or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or

forfeiture of this Lease shall operate a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist or be construed so as at any time to stop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease, at law or in equity.

16. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord. The notice shall specify wherein Landlord has failed to perform such obligation; provided, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any remedies until such thirty (30) days have elapsed.

16.1 **Tenant's Remedies.** In the event Landlord breaches any of its obligations hereof, and if such breach is curable and is not cured within thirty (30) days after written notice thereof, Tenant shall have the right to terminate this Lease. In addition to Tenant's rights contained herein or available in law or at equity, in the event Landlord neglects or fails to comply with any of Landlord's obligations contained in this Lease, Tenant may, after giving Landlord not less than thirty (30) days prior written notice, (a) cure any such Landlord's default and (b) withhold rent in an amount not to exceed any amount which Tenant spends to cure any such default or otherwise incurs by reason of Landlord's default (including attorneys' fees and expenses).

17. ACCESS AND USE BY LANDLORD: AUDIT RIGHTS.

17.1 **Right of Entry.** Upon forty-eight (48) hours written notice to Tenant, Landlord or Landlord's employees, agents, and contractors shall have the right, but no obligation, to enter the Leased Premises at any time to examine the same and/or to make such inspections, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in Landlord's reasonable discretion, Landlord may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair with respect to the Leased Premises except as otherwise specifically provided for herein.

17.2 **Audit.** Tenant shall keep and retain for a period of six (6) years accurate books, records and financial statements regarding Tenant's use and occupation of the Leased Premises, and shall promptly avail the same to Landlord upon request for the purpose of inspection and audit. Tenant shall fully cooperate with Landlord with respect to any such inspection and audit.

18. SURRENDER OR ABANDONMENT OF LEASED PREMISES.

18.1 **Surrender of Possession.** Tenant shall promptly yield and deliver to Landlord possession of the Leased Premises at the expiration or prior termination of this Lease.

18.2 Abandonment. Should Tenant vacate or abandon the Leased Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be deemed a breach of this Lease, and, in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Leased Premises and store or dispose of the same to the fullest extent legally permissible, the cost of such removal, storage and/or disposal to be charged to Tenant.

19. MISCELLANEOUS.

19.1 Notices. Any notices, demands and other communications to be given or delivered under this Lease shall be in writing and shall be deemed effective: (i) when personally delivered; (ii) when received via facsimile or electronic mail where the receiving party provides confirmation of transmission; or (iii) three (3) days after being mailed by certified mail, return receipt requested. Notices, demands and communications will, unless notice is given specifying another address, be sent to the addresses indicated below. Any party may change the address to which notices are to be sent by notifying the other party of such change.

If to Landlord:
City of Tenino
P.O. Box 4019
Tenino, WA 98589

If to Tenant:
Tenino Community Service Center/ Food Bank Plus
P.O. Box 1239
Tenino, WA 98589

19.2 Governing Law; Venue. This Lease shall be governed by the Laws of the State of Washington. The venue for any litigation arising out of this Lease shall be the Superior Court for Thurston County, Washington.

19.3 Time. Time is of the essence with respect to this Lease and each and all of its provisions in which performance is a factor.

19.4 Non-Waiver. The failure of either Landlord or Tenant to insist upon strict performance of any of the covenants, promises or agreements contained in this. Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

19.5 Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

19.6 Entire Agreement. The provisions of this Lease constitute the entire agreement of the parties regarding the Leased Premises, and supersede all understandings, offers, negotiations, and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind between the parties not set forth herein. Any amendment or modification of this Lease must be in writing and signed by both parties.

19.7 No Third-Party Beneficiary. This Lease is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, claim or cause of action in or for any third-party.

19.8 Regulatory Authority Preserved. Tenant acknowledges that Landlord has executed this Lease in Landlord's capacity as owner of the Property. Nothing herein shall be construed as a waiver, abridgement or limitation of the City of Tenino's regulatory authority, which the City hereby reserves in full.

19.0 No Employment Relationship. Nothing herein shall be construed as establishing an employment relationship between Landlord and any employee, agent or contractor of Tenant, or between Tenant and any employee, agent or contractor of Landlord.

19.10 Public Records Disclosure. Tenant expressly acknowledges that Landlord is an "agency" as defined by Chapter 42.17 RCW, and is fully subject to the provisions governing the disclosure of public records codified at Chapter 42.56 RCW. To the extent required or otherwise authorized by said statutes or other applicable law:

A. Any public records submitted to or generated by Landlord in connection with this Lease

Lease and Option to Purchase for 748 and 798 Sussex Ave W

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Exhibit A

DISCUSSION DRAFT 3.11.25

are potentially subject public to inspection and copying upon request. Tenant expressly waives any claim or cause of action against Landlord arising out of such disclosure made in good faith pursuant to a Public Records Request.

- B. Tenant shall fully cooperate with and assist Landlord with respect to any request for public records received by Landlord and related to any public records generated, produced, created and/or possessed by Tenant and related to this Lease. Upon written demand by Landlord, the Tenant shall furnish Landlord with full and complete copies of any such records within five business days. Tenant's failure to timely provide such records upon demand shall be deemed a breach of this Lease. To the extent that Landlord incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Tenant shall fully indemnify and hold harmless Landlord.
- C. For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

19.11 Signatory Warranty. Each signatory hereto represents and warrants that he/she is authorized to sign this Lease on behalf the party whom he/she is purporting to sign.

19.12 Recording. This Lease, or a Memorandum of Lease referring hereto in a form mutually acceptable to the parties, shall be recorded with the Thurston County Auditor by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

LANDLORD:

CITY OF TENINO

By: _____
Dave Waterson, Mayor

TENANT:

TENINO COMMUNITY SERVICE CENTER/FOOD BANK PLUS

Lease and Option to Purchase for 748 and 798 Sussex Ave W
Page 13 of 17
Exhibit A

By: _____
Jody Stoltz, Executive Director

EXHIBIT A
Legal Description

APN 74901501000 (Cold Storage Warehouse)
Add legal text

APN 74901501100 (City Buildings)
Add legal text

Exhibit B Map
City of Tenino Lease and Option to Purchase Parcels

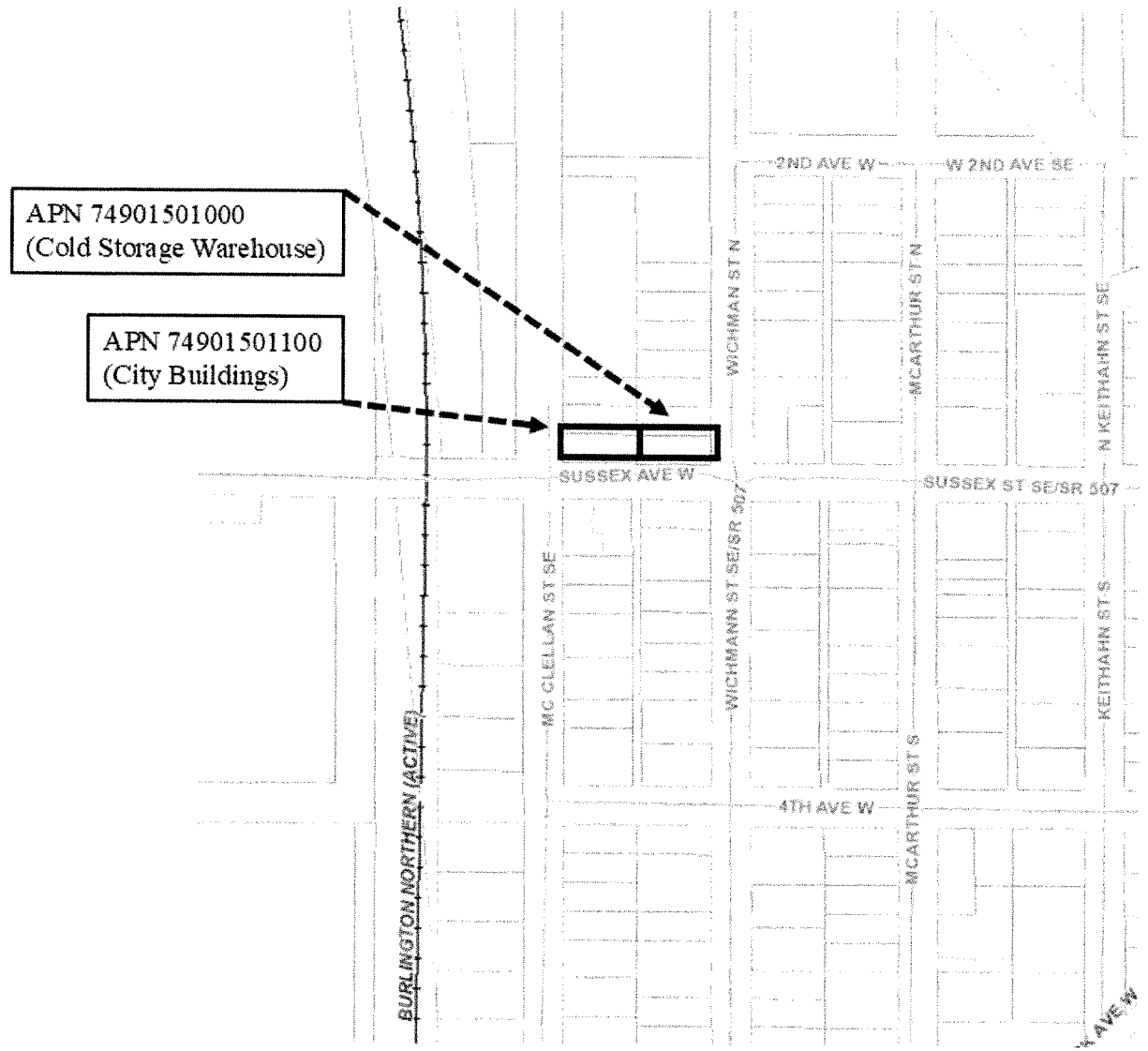


EXHIBIT C
Hours of Operation

APN 74901501000 (Cold Storage Warehouse)

Employees, volunteers and contractors, Sunday through Saturday: 7 AM to 5 PM.

APN 74901501100 (City Buildings)

Employees, volunteers and contractors, Sunday through Saturday: 7 AM to 5 PM.

Clients, Tuesday and Thursday, 9 AM to 12 PM.