

**** TERMINATION OF LEASE ****

This Termination of Lease is made and dated this 21st day of October, 2014, by and between, THE THORP MILL HISTORICAL SOCIETY, a nonprofit corporation hereinafter referred to as the Lessor, and KITTITAS COUNTY, a municipal corporation, hereinafter referred to as the Lessee,

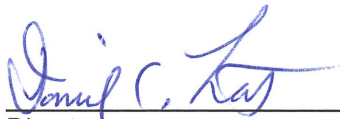
WITNESSETH:

That Lessor and Lessee entered into a Lease on November 25, 1997, copies of which are attached hereto and by this reference incorporated herein.

That Lessor has requested to the county to terminate the lease entered into on November 25, 1997, and be terminated as of October 21, 2014.

That Lessor is requesting termination in order for them to obtain tax exempt status on the property.

THEREFORE, both Lessor and Lessee hereby terminate the attached lease of November 25, 1997, as of October 21, 2014, and Lessee terminates all interest in the property, which is the subject matter of said lease.



Director
Thorp Mill Historical Society

Printed Name: Daniel C. Leavitt

DATE SIGNED: 10/24/14



**KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS**



Paul Jewell, Chair



Gary Berndt, Vice Chair

absent

Obie O'Brien, Commissioner

DATE SIGNED: 10/21/14

Recorded in the County of Kittitas, WA
Beverly M. Allenbaugh, Auditor



13.00

199711250052 4:50pm 11/25/97

001 4007133 04 07
L02 S 0 8.00 5.00

Return to:
Kittitas County
Public Works

LEASE

THIS LEASE made and dated this 25th day of November, 1997, is by and between THE THORP MILL HISTORICAL SOCIETY, a nonprofit corporation, hereinafter referred to as the "Lessor", and COUNTY OF KITTITAS, Washington, the Lessee, hereinafter referred to as the "County".

The Lessor herewith agrees to let unto the County and the County herewith agrees to lease from the Lessor real property for use as a non-motorized trail ("trail"), road and parking areas. Such land is situated in Section 2, Township 18 North, Range 17 East, W.M., Kittitas County, Washington. The approximate location of this land is as indicated on Exhibit "A", attached hereto and by this reference incorporated herein. The Lessor and County acknowledge that the precise location of these facilities will depend upon physical constraints of the property which cannot be fully determined until the trail, road, and parking areas are constructed. The parties agree to amend this agreement to reflect the actual location of the road, trail and parking areas once these facilities are completed.

TERM. The term of this lease shall be for fifty (50) years and will commence on the 1st day of December, 1997, and shall terminate on the last day of November 2047.

CONSIDERATION. This agreement will provide the following mutual benefits to the parties: ~~The public at large will benefit with additional recreational opportunities.~~ The Thorp Mill property will be enhanced by the improvements including the road, trail and parking areas.

CONSTRUCTION. The County will improve the existing road, construct parking areas and construct the trail. The road improvements include grading, drainage and rock placement (top course). The parking areas will be constructed and surfaced with rock (top course). The trail will be constructed with a gravel surface and within the funding limitations of the WSDOT grant the County has received for this portion of the project.

MAINTENANCE. The Lessee covenants, promises, and agrees that it will perform the maintenance on said premises as follows: The County will perform limited maintenance on road, trail and parking areas. The maintenance will include, grading, drainage and rock placement (top course). All maintenance activities must be approved by the County Engineer. No winter maintenance shall be performed.

The County further agrees that it will not commit waste, and that it will keep said leased premises in a safe, sanitary and orderly condition and in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises hereby demised.

The County shall at all times comply with the rules and regulations relative to noxious weeds of the Weed District in which said leased premises is located. County shall maintain the grounds in a neat and clean condition. All herbicides or other materials used for the control or nurturing of grass and weeds shall be used in strict accordance with all federal, state and local statutes, rules and regulations.

~~The County shall have the right to install or place appropriate public signing on the leased premises which are not in violation of law, rules or regulation. Lessor shall be given prior notification of all such proposed installations.~~

Neither the County or the Lessor shall alter the trail, road or parking facilities constructed pursuant to this agreement without first having the written consent of both parties herein, which consent shall not be unreasonably withheld.

PURPOSE. ~~County may use the premises for the following permitted uses: Public trail, road access and parking facility. Public use of the road, trail and parking facilities shall not be restricted without the written agreement of both parties, or in the case of an emergency situation where there is a risk of injury to person or property.~~

LEASEHOLD IMPROVEMENTS. Should the County desire to improve the trail, access road parking lot facility in the future, the County agrees that it shall submit to the Lessor for approval, detailed plans and specifications for all of the proposed leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessor within thirty (30) calendar days of receipt of the plans and specifications from the County.

HOLD HARMLESS. The Lessor shall not be liable for any damage occasioned by failure to keep the leased premises in good repair. The County shall indemnify and save the Lessor, its officers and employees harmless from all loss, damage, liability, or expense (including expense of litigation) arising out of or resulting from the actual injury to, or death of, any person, or from any actual loss of or damage to property belonging to any person upon or incident to the leased premises, resulting from negligence of the County.

DESTRUCTION BY NATURAL DISASTER. In the event that the demised premises shall be damaged by fire, act of God or other casualty to such an extent that the same are substantially damaged in excess of normal wear and tear, then this lease may, at the option of the County, be immediately terminated and shall be of no further force and effect; provided, To the extent of any proceeds from insurance provided on the demised premises by County, the same shall be used to rebuild, repair or replace the damaged portions of said facility.

FUNDING CONTINGENCY. The parties agree that the performance of this lease is contingent upon receipt of non-county public funding. In the event such funding is not obtained by the County this lease agreement is null and void.

NOTICES. Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, as follows:

1. If to Lessor, addressed to: Thorp Mill Historical Society, Box 7, Thorp, WA 98946
2. If to County, addressed to: Kittitas County Department of Public Works, 205 West 5th, Room 108, Ellensburg, WA 98926.

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

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VENUE. In the event there is any litigation between lessor and County arising out of this lease, the venue for such action shall lie in Kittitas County, notwithstanding any contrary provision of the Revised Code of Washington.

IN WITNESS WHEREOF, the Lessor and County have signed their names and affixed their seals the day and year first above written.

LESSOR
THORP MILL HISTORICAL SOCIETY

Mary Matthews - Pres.
Signature & Title

Kathleen M. Beehler, Sec. - Treas.
Signature & Title

STATE OF WASHINGTON }
COUNTY OF Kittitas } ss.

On this 24th day of November, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Matthews to me known to be the president of the Thorp Mill Historical Society that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

DATE: 11/24/97

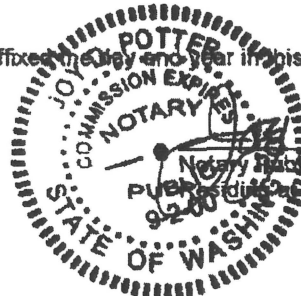


STATE OF WASHINGTON }
COUNTY OF Kittitas } ss.

On this 24th day of November, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathleen Beehler to me known to be the Sec. - Treas. of the Thorp Mill Historical Society that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

DATE: 11/24/97



LESSEE

BOARD OF COUNTY COMMISSIONERS

Mary Seubert
Mary Seubert, Chairperson

ATTEST:

Shelly Brown, Deputy
Clerk of the Board

Max A. Golladay
Max A. Golladay, Vice-Chair

Bill Hinkle
Bill Hinkle, Commissioner

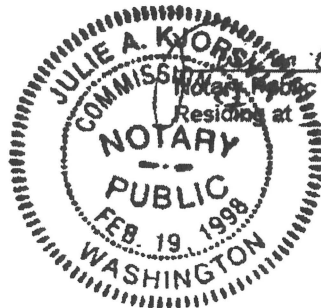
STATE OF WASHINGTON }
COUNTY OF KITTITAS } ss.

On this 25th day of November, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Seubert, Max A. Golladay and Bill Hinkle, to me known to be the Board of County Commissioners of Kittitas County, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, an on oath stated that they were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

DATE: 11/25/97

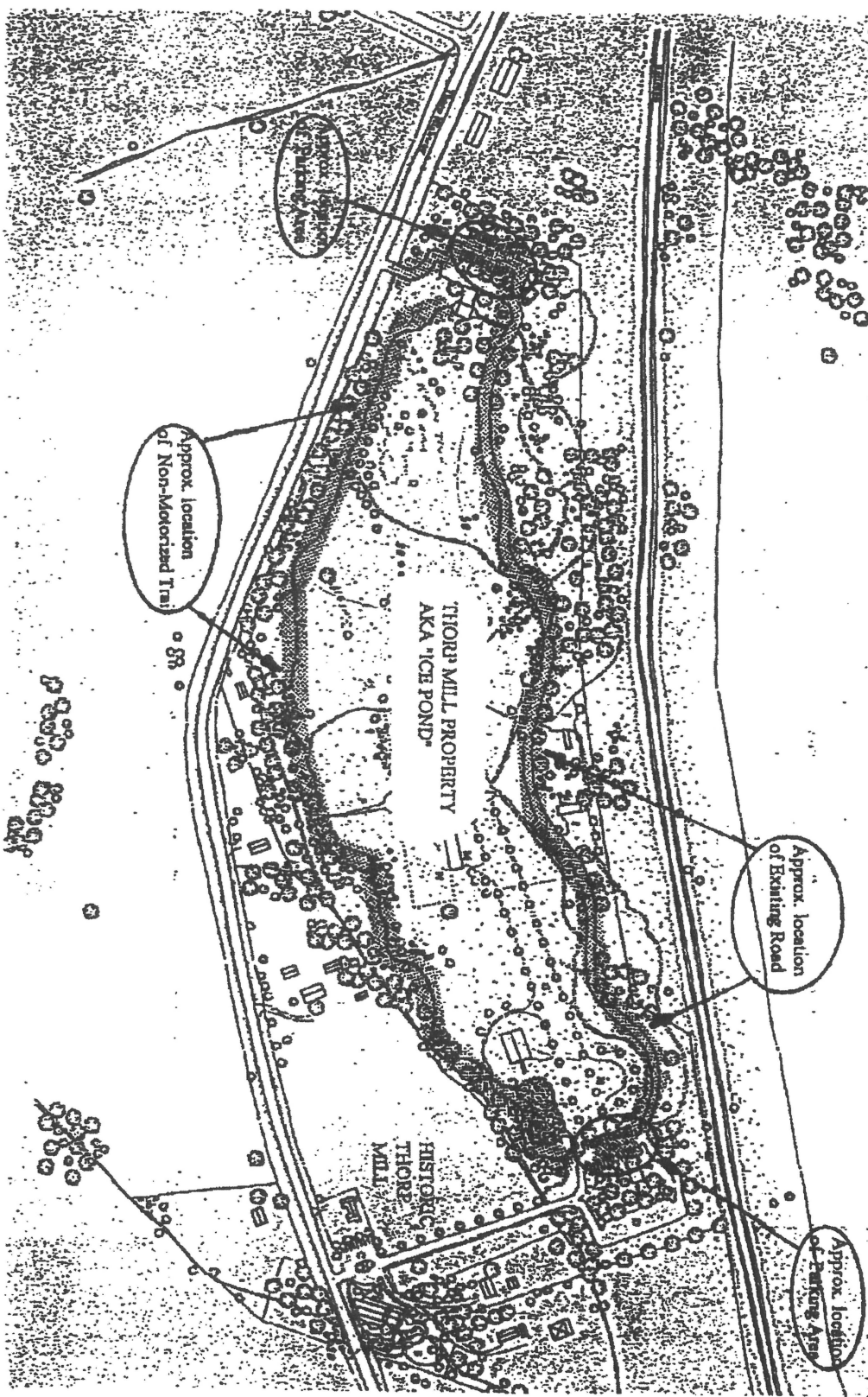
Julie A. KORSNIK
Notary Public in and for the State of Washington
Residing at Ellensburg



Approved as to form:

John G. Hinkle
Deputy Prosecuting Attorney

EXHIBIT "A"
Township 18 North, Range 17 East
Section 2



1997/1250052