

LEASE AGREEMENT

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2
3 **WHEREAS, the TOWN OF CATHLAMET, a Municipal Corporation,**
4 (hereinafter called the "Town"), is the owner of certain real
5 property adjacent to property owned by the **BOARD OF TRUSTEES OF**
6 **THE WAHIAKUM COUNTY HISTORICAL SOCIETY;** and

7 **WHEREAS, the BOARD OF TRUSTEES OF THE WAHIAKUM COUNTY**
8 **HISTORICAL SOCIETY** operates a museum and is in need of additional
9 property upon which to display a steam locomotive and related
10 exhibits; and

11 **WHEREAS, it is a public purpose to engage in economic**
12 **development programs and display of the locomotive and related**
13 **exhibits will further economic development in the TOWN OF CATHLA-**
14 **MET; NOW, THEREFORE,**

15 **THE TOWN OF CATHLAMET** does by these presents lease to the
16 **BOARD OF TRUSTEES OF THE WAHIAKUM COUNTY HISTORICAL SOCIETY,** the
17 following real property on the terms hereafter stated:

18 Beginning at a point which bears North 06
19 degrees 02 minutes 43 seconds East, 93.08
20 feet from the Northeast corner of Lot 9 in
21 Block "J" in the Town of Cathlamet; thence
22 North 35 degrees 01 minutes 17 seconds West
23 89.81 feet to a point; thence North 54
24 degrees 57 minutes 43 seconds East 38.00 feet
25 to a point; thence South 35 degrees 01
26 minutes 17 seconds East 83.93 feet to a point
27 on the Northwest right-of-way boundary of
28 Division Street; thence South 46 degrees 28
29 minutes 34 seconds West 38.31 feet along said
30 right-of-way boundary to the point of begin-
31 ning.

32 1. **PURPOSE:** The purpose of this Lease shall be for the
display of a steam locomotive and related historical exhibits.

2. **DURATION:** This Lease shall be for a period of 99
years.

3. **CONSIDERATION:** The consideration for this Lease is the
economic benefit to be derived by the Town from development of
the locomotive exhibit and the sum of **ONE DOLLAR (\$1.00),** in hand
paid.

4. **CARE OF PREMISES:** The **BOARD OF TRUSTEES OF THE WAHIAKUM**
COUNTY HISTORICAL SOCIETY agrees to maintain the locomotive exhi-
bit and associated grounds, in a safe and orderly manner.

5. **TERMINATION:** In the event the **BOARD OF TRUSTEES OF THE**
WAHIAKUM COUNTY HISTORICAL SOCIETY shall discontinue exhibiting
the steam locomotive on said property or fail to maintain said
exhibit and associated grounds in a safe and orderly manner, the
Town may terminate this Lease by 30 days written Notice to the
BOARD OF TRUSTEES OF THE WAHIAKUM COUNTY HISTORICAL SOCIETY.

6. **RETAINED ACCESS:** The Town reserves the right to construct

1 a pedestrian park way or walk along the Birnie Creek side of the
2 leased property and the BOARD OF TRUSTEES OF THE WAHAKIACUM COUNTY
3 HISTORICAL SOCIETY shall construct or place no structures between
4 the locomotive display and Birnie Creek.

5 7. INDEMNITY: THE BOARD OF TRUSTEES OF THE WAHAKIACUM COUNTY
6 HISTORICAL SOCIETY agrees to indemnify and hold harmless the Town
7 from all liability or damages which may arise from or be
8 occasioned by the display of the locomotive and related exhibits
9 on the leased property, including the Town's reasonable attorneys
10 fees and costs of defending any such damage action.

11 8. ATTORNEYS FEES AND COSTS: In the event either party to
12 this agreement shall incur attorneys fees and costs as a result
13 of enforcement of any provision of this agreement, the prevailing
14 party shall be entitled to recover their reasonable attorneys
15 fees and costs in addition to any other damages or relief
16 granted.

17 9. ASSIGNMENT: This Lease or the subject matter hereof shall
18 not be assignable without the written consent of **THE TOWN OF**
19 **CATHLAMET.**

20 EXECUTED IN DUPLICATE this 15th day of March, 1991.

21 Ralph Keyser
22 Title: Pres.

23 Nancy G. Beate
24 Title: SECRETARY

25 Wahkiakum County Historical Society

26 William J. Faubion
27 Title: Mayor

28 The Town of Cathlamet

29 Attest:

30 Quinn Allen
31 Clerk of the Town of Cathlamet

32 STATE OF WASHINGTON,)
) ss.
COUNTY OF WAHAKIACUM.)

On this day personally appeared before me RALPH KEYSER