

**LEASE**

DATE: July 17, 2022

BETWEEN:

LESSOR: CURRY COUNTY

and

LESSEE: UE CHING OW

**RECITALS:**

1. Lessor owns the real property located at Map No. 41S13W04CC, Maptaxlot No. 4113-04CC-ROADS-00, and wishes to lease a portion of such property, bearing a legal description as follows:

**Beginning at the Northwest corner of Tax Lot 1701, continuing parallel to U.S. Hwy 101 for approximately 25 feet until the point of beginning of Zimmerman Road, then continuing South 205° West along Zimmerman Road 134 feet, more or less, then South 125° East 20 feet, more or less, to the West corner of Tax Lot 1701, then North 15° East 134 feet, more or less, to the point of beginning.**

**THEREFORE**, in exchange for the mutual covenants, the parties agree:

1. Lessor leases the Premises to Lessee and Lessee leases the Premises from Lessor beginning on the date the Parties execute this Lease. This lease shall create a month-to-month tenancy. Lessee accepts the Premises in AS IS condition and Lessor makes no representation or warranty as to the condition or suitability of the Premises.
2. **Term.** This Lease will be for a term of FIVE (5) YEARS with the option to automatically renew for two (2), FIVE (5) YEAR periods renewed annually unless terminated by either party. This lease can be terminated by either party with thirty (30) days written notice.
2. **Use of Premises.** During the term of this Lease, Lessee may not develop or otherwise improve the leased area beyond basic landscaping and maintenance.
4. **General Indemnity.** Lessee agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against any and all actual or alleged claims, damages, expenses, costs, fees (including but not limited to attorney, accountant, paralegal, expert, and escrow fees), fines, liabilities, losses, penalties, proceedings, and/or suits (collectively "Costs") that may be imposed on or claimed

against Lessor, in whole or in part, directly or indirectly, arising from or in any way connected with the lease (unless caused by the willful acts or omissions or gross negligence of Lessor) (a) any act, omission, or negligence by Lessee or its partners, officers, directors, members, managers, agents, employees, invitees, and/or contractors; (b) any use, occupation, management, or control of the Premises or Property by Lease, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Premises or Property by Lessee, including any accident, injury, or damage occurring on or about the Premises or Property during this Lease as a result of Lessee's use thereof; (d) any breach, violation, or nonperformance of any of Lessee's obligations under this Lease; (e) any damage caused on or to the Premises or Property by Lessees' use or occupancy thereof. As used throughout Section 10.1, "Lessee" includes all of Lessee's partners, officers, directors, members, managers, agents, employees, invitees, and/or contractors.

4.1 **Environmental Indemnity.** Without in any way limiting the generality of the foregoing General Indemnity, Lessee will be solely responsible for and agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against all Environmental Costs claimed against or assessed against Lessor arising, in whole or in part, directly or indirectly, from acts or omissions of Lessee on or about the Premises or Property. Notwithstanding the foregoing, Lessee will not be responsible for, and does not indemnify Lessors for, any actions of Lessor. Lessor will indemnify Lessee from any condition that existed prior to Lessee's possession regarding a violation of any environmental claims on the Premises.

4.2 **Reimbursement for Damages.** Lessee will fully compensate Lessor for harm to Lessor's real or personal property caused by the acts or omissions of Lessee. This compensation will include reimbursement to Lessor for any diminution in value of or lost revenue from the Premises or other areas of the Property caused by a Hazardous Substance Release, including damages for loss of, or restriction on use of, rentable or usable property or of any amenity of the Premises or Property, including without limitation damages arising from any adverse impact on the leasing or sale of the Premises or Property as a result thereof.

4.3 **Scope of Indemnity.** For purpose of Section 4, references to "Lessor" are deemed to include its respective officers, directors, employees, agents, invitees, and contractors.


5. Before going into possession of the Premises, Lessee shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's cost: comprehensive general liability insurance in responsible company with limits of not less than \$1,000,000.00 for injury to one person, and \$2,000,000.00 for injury to two or more persons in one occurrence. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on any condition of the premises whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall name Lessor as an

additional insured. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Lessor before any change or cancellation shall be furnished to Lessor before Lessee's occupancy of the property.

6. The consideration for this lease is \$1.00 per year to be paid to Lessor. In addition, Lessee is responsible for maintenance and upkeep on the Premises. Lessor is not obligated to make any improvements nor to maintain the Premises for the intended purpose of this lease.
7. Lessee must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a "transfer") without the prior written consent of Lessor. Transfer without such prior written consent will be void.

**LESSOR:**

CURRY COUNTY

  
By: Christopher Daasch

**LESSEE:**

UE CHING OW

