

**Belfair Park & Ride Building
Intergovernmental Short-Term Lease Agreement**

THIS LEASE Agreement (the “Lease”) is made this 1st day of February 2026 (“Effective Date”), by and between Mason Transit Authority, a Washington municipal corporation, whose principal place of business is located at 790 E. Johns Prairie Road, Shelton, WA 98584, hereinafter referred to as "Landlord" or "MTA", and the Tenant described below, hereinafter referred to as "Tenant" (or, Landlord and Tenant together, “Parties”), on the following terms and conditions:

I. LEASE SUMMARY

- 1.1 TENANT: Timberland Regional Library

Attn: Cheryl Heywood, Executive Director

cheywood@trl.org or (360) 943-5001
- 1.2 PREMISES: Approximately 884 square feet of real estate as depicted on Exhibit A attached hereto representing a portion of the Belfair Park & Ride Building (the “Building”) located at 25250 NE SR3, Belfair, Mason County, Washington.
- 1.3 TERM: February 1, 2026 to and including May 31, 2026 (“Initial Term”), unless mutually agreed between the Parties to extend the term due to unforeseen project delays experienced by Tenant (“Extended Term”). ***In no event shall this lease extend beyond one year.***
- 1.4 RENT: 884 sq. ft. x \$17.00 per sq. ft.= \$15,028 ÷ 12 = \$1,252.33
(includes water and sewer) Tenant shall be responsible for its own garbage and recycling removal by its janitorial services.
\$1,252.33 x 12.84%** LET* of \$160.80 = \$1,413.13. (Rent + LET)

**Leasehold Excise Tax (LET) will be added to rent amount without the receipt of a current Property Tax Exemption Determination.
** The LET is subject to change by the Washington State Department of Revenue and may adjust the percentage reflected above.*
- 1.5 DEPOSIT: \$500 refundable security deposit. Consisting of \$200 refundable cleaning and \$300 damage deposit.
- 1.6 USE: Use of Conference Room and desk space outside the Conference Room, as well as restroom and parking spaces for staff and citizens.

1.7 LEASE COMMENCEMENT DATE AND RENT COMMENCEMENT DATE: The Lease Commencement Date shall be that date that satisfies the terms set forth in Section 2.4 below and initiates the Initial Term. The Rent Commencement Date shall be May 1, 2026 and monthly, in advance, thereafter.

1.8 EARLY TERMINATION RIGHTS:

Tenant's Option to Terminate Lease. Tenant shall have the unilateral right to terminate this Lease with 30 days prior written notice if Tenant's use is determined to be non-compliant with zoning regulations. In the event Tenant exercises its Lease termination rights, the Lease shall be deemed terminated as of the effective date specified in Tenant's written notice and the Parties shall have no further obligations under the Lease other than (a) for Tenant to surrender the Premises in the condition as would have otherwise been required at expiration of the Lease and (b) Landlord's return of the Security Deposit.

Lessor's Option to Terminate Lease. The Lessor is a Public Transportation Benefit Authority organized under Chapter 36.57A RCW and a political subdivision of the State of Washington whose primary function is providing public transportation services to Mason County. If at any time the premises leased herein are deemed necessary for the operation of Lessor's transportation system by the Authority Board, Lessor may give Lessee (Thirty (30), Sixty (60), Ninety (90) Days) notice of termination of this Lease. At the end of the notice period, Lessee shall vacate the premises and leave the premises in a clean and undamaged condition. If Lessee removes any fixtures as provided for herein, Lessee shall do so in such a fashion as to leave the premises in an undamaged condition.

II. LEASE

2.1 PREMISES/CONTINUING CONTROL: The Landlord, for and in consideration of the Rents paid out and to be paid and the covenants and provisions herein contained, does hereby lease and let to the Tenant and the Tenant does hereby lease and rent from the Landlord the Premises described in Section 1.2. The Tenant shall, subject to Tenant's leasehold rights under this Lease and at law, take reasonable steps not to interfere with Landlord's mission and to not interfere with use of transit by Landlord's users. ***In no event shall tenant's use interfere with MTA's mission, the easy and efficient use of transit by MTA's users and/or MTA's ability to carry out transportation services or any other MTA projects and programs.***

2.2 ACCEPTANCE OF PREMISES. Tenant has examined the Premises, and the adjoining premises of which the Premises are a part and accepts them in their present "AS IS" condition. There are no warranties expressed or implied as to any condition apparent or unknown except as otherwise stated in this Lease. Tenant agrees to make any changes in the Premises necessary to conform to any federal, state or local law applicable to Tenant's use of the Premises.

2.3 QUIET ENJOYMENT: Landlord warrants that it has full right and authority to enter into this Lease and that, so long as Tenant is not in default of any provision hereof beyond all applicable notice and cure periods, Tenant shall have quiet enjoyment of the Premises during the Term of this Lease and any Optional Term.

2.4 TERM: The Term of this Lease shall commence on the Lease Commencement Date which shall be the first day of the month provided: (a) the Parties have both executed this Lease, (b) Tenant has paid the first month's Rent, (c) Tenant has paid the

security deposit and (d) Tenant has delivered to Landlord a certificate of insurance reflecting that it has procured all applicable insurance requirements as required under this Lease.

2.5 RENT: Tenant agrees to pay Rent starting on the Rent Commencement Date referenced in Section 1.7 above for the use and occupancy of the Premises during the Term of this Lease, without deduction or offset other than if Landlord fails to cure any Landlord default, the Rent specified in Paragraph 1.4 above, payable to Landlord in advance on or before the first day of each and every month and payable at the address specified in the preamble of this Lease or such other place as Landlord may designate in writing. If the Tenant does not pay the Rent by the 10th of the month, then in addition to the overdue Rent, Tenant shall pay **\$25.00** per day each day the Rent is overdue until such time as all Rent and late fees are collected. The imposition of such late fee does not prevent Landlord from exercising any other rights and remedies under this Lease.

2.6 SECURITY DEPOSIT: Landlord shall retain the sum set forth in Paragraph 1.5 above as a security deposit for the performance by Tenant of the provisions of the Term of this Lease and the Optional Term, if exercised. If Tenant is in default during the Term of the Lease beyond all applicable notice and cure periods, Landlord may (but shall not be so required) use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord, as additional rent, a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Paragraph, so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall return the security deposit to Tenant within 30 days of such expiration or earlier termination, so long as the Tenant is not in default of the Lease beyond all notice and cure period at the expiration or earlier termination of this Lease, and with regard to the cleaning deposit, that the vacated space is clean and without damage. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord may, at its election, maintain the security deposit separate and apart from Landlord's general funds, or may commingle the security deposit with Landlord's general and other funds. Landlord shall not be obligated to pay Tenant interest on the security deposit.

2.7 DELAYED POSSESSION: If Landlord is unable for any good faith reason to deliver possession of the Premises or any portion thereof at the time of the Lease Commencement Date, Landlord shall not be liable for any damages caused thereby to Tenant, nor shall this Lease thereby become void or voidable unless terminated as provided herein, nor shall the term specified herein be in any way extended, but in such event Tenant shall not be liable for any Rent until the first day of the month immediately following such time as Landlord can deliver possession; provided that if Tenant shall take possession of any portion of the Premises in the interim, it shall pay the Rent specified herein reduced pro rata for the portion of the Premises not available for possession by Tenant; and provided further, that if Landlord is unable to deliver possession of the entire Premises at the Lease Commencement Date, Tenant shall have the option to terminate this Lease by giving at least thirty (30) days' written notice of such termination, and this Lease shall terminate unless Landlord shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Tenant shall, with Landlord's written consent, take possession of all or any part of the Premises prior to the Lease

Commencement Date, all of the terms and conditions of this Lease shall immediately become applicable, with the exception that Tenant shall not be obligated to pay any Rent for the period prior to the Lease Commencement Date unless otherwise mutually agreed.

2.8 USE OF PREMISES: Tenant shall use the Premises only for those purposes stated in paragraph 1.6 above and shall not use them for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided such use is not illegal and does not conflict with the use of any other tenant in the Building whose use is subject to an exclusive use agreement between Landlord and that other tenant. The Premises shall be used only for lawful purposes; and only in accordance with all applicable building, fire and zoning codes. Tenant shall use the Premises for the permitted use continuously during the Term of this Lease. Tenant agrees that it will make commercially reasonable efforts not to disturb MTA's use of the Belfair Park and Ride lot or building or any other tenant thereof by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the windows and doors thereof, without the approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed, provided such signage shall not be in violation of any applicable laws or regulations. At the expiration or earlier termination of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Tenant shall be removed by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises caused by such removal, subject to reasonable wear and tear. At no time shall the Tenant have the right to remove or otherwise disturb personal property or materials belonging to Landlord outside of the Premises.

2.9 RESERVATION OF RIGHTS: Landlord reserves to itself from the Premises rights of way upon, over, across, onto or beneath the above-described lands for access ways, driveways, and other roads, pole and wire lines, gas, water and sewage pipes and mains, conduits, and other utilities, and industrial or business area facilities of all kinds now existing or to be constructed and maintained by it, either in addition to or in the substitution for those now existing from any point or points and in any direction and also reasonable rights, subject to prior written notice of at least 72 hours (except in the event of emergency when no prior notice is required) of entry upon the Premises for the construction, repair, inspection and maintenance of them in efficient use and condition, provided such action by Landlord shall not materially interfere with or interrupt Tenant's business operations at the Premises and shall be at the expense of Landlord.

2.10 UTILITIES AND SERVICES: Tenant shall, during the Term of the Lease, be solely responsible for and promptly pay when due all charges for use of telephone, and any other utilities servicing the Premises, excepting (a) water, and (b) sewer, which excepted utilities and services are included in the Rent. Tenant shall not be responsible for light, heat, gas, security, electricity, water, stormwater and sewerage, including any connection fees and any fire or police protection. If the Premises are part of a building or part of any larger premises to which any utility serves are furnished on a consolidated or joint basis, Tenant agrees to pay to MTA the Tenant's pro-rata share of the cost of any such utility services. Tenant's pro-rata share of any such services may be computed by MTA on any reasonable basis, and separate metering or other

exact segregation of cost shall not be required. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises, unless proximately caused by the negligence or intentional act of Landlord or any of Landlord's agents. Tenant shall, at its own expense and using its janitorial services, be solely responsible for prompt removal and disposal of refuse and rubbish from the Premises.

2.11 TAXES: Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall be liable to pay all real property taxes (if any) related to the Building and any such taxes are included in the Rent.

2.12 INDEMNIFICATION: Except to the extent of Landlord's negligent or wrongful acts or omissions, Landlord, its governing board, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others (including, but not limited to all persons directly or indirectly employed by Tenant, and any agents, contractors, subcontractors, suppliers, customers, licensees, or invitees of Tenant) as a result of any condition (including existing or future defects in the Premises), or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto; provided, however, that the foregoing provisions shall not be construed to make Tenant responsible for loss, damages, liability or expense to the extent resulting from the negligence or wrongful conduct of Landlord or its employees, agents, contractors, subcontractors, suppliers, or officers. Tenant hereby covenants and agrees to indemnify, defend, protect and hold Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or in connection with the loss of life, personal injury and/or damage to property occasioned by any negligent or other wrongful act or omission of Tenant or its employees, agents, contractors, subcontractors, suppliers, customers, licensees, or invitees. Landlord hereby covenants and agrees to indemnify, defend, protect and hold Tenant harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Tenant arising from or in connection with the loss of life, personal injury and/or damage to property occasioned by any negligent or other wrongful act or omission of Landlord or its employees, agents, contractors, subcontractors, suppliers, customers, licensees, or invitees. If a court of competent jurisdiction determines that any activity covered by the indemnities under this section of this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of a bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or willful act or omission of Tenant and Landlord, its officers, officials, employees, agents, contractors, or volunteers, the Tenant's and Landlord's liability

hereunder shall be only to the extent of each such party's negligence or willful act or omission. It is further specifically and expressly agreed that Tenant hereby waives any immunity it may have under industrial insurance, RCW Title 51, solely for the purposes of this indemnification and only to the extent necessary to render the parties' indemnity obligations enforceable. This waiver was mutually negotiated by the Parties. The provisions of this section shall survive the expiration or earlier termination of this Lease.

2.13 **INSURANCE:** Tenant covenants and agrees that it will carry and maintain, during the entire term hereof, at Tenant's sole cost and expense, the following types of insurance, in the amounts and in the form hereinafter specified:

2.13.1 **General Commercial Liability and Property Insurance.** Tenant shall obtain and keep in force during the term of this Lease a policy or comprehensive liability insurance, insuring Landlord and Tenant against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises, and all areas appurtenant thereto. Such insurance shall at all times be in an amount of not less than Two Million Dollars (\$2,000,000) combined single limits liability for bodily injury and property damage. The minimum policy limit specified above shall not, however, limit the liability of Tenant hereunder. The insurance required hereunder shall insure performance by Tenant of the provisions of Paragraph 2.13.

2.13.2 **Plate Glass.** Tenant shall be responsible for the maintenance and replacement of all plate and other glass on the Premises, provided that Tenant shall have the obligation to replace only in the event that Tenant or any of its agents, invitees or contractors cause damage to such glass. Landlord shall be responsible to replace plate and other glass on the Premises to the extent such replacement is the result of damage caused by Landlord, its agents, invitees, contractors or other tenants. Landlord and Tenant shall have the option to insure against their respective risks with respect to replacement of such glass.

2.13.3 **Fixtures.** Tenant shall maintain in full force and effect on all of its leasehold improvements, trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises Fire and extended coverage insurance in the amount of the full replacement value thereof. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Paragraph 2.23.

2.13.4 **Policy Form.** The policies of insurance required under this Section shall be issued by carriers qualified to do business in the State of Washington, with a general policy holders' rating of at least A- and a financial rating of at least AAA as rated in the most currently available "Best's Insurance Report". All policies shall be issued in the names of Tenant and Landlord and for the mutual and joint benefit and protection of the Parties, and shall also name, as additional insured, such affiliated entities of Landlord as Landlord may reasonably request. Executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days after the commencement of this Lease and

thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damages policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies and not contributing with or being in excess of the coverage which Landlord may carry.

2.13.5 Landlord Insurance. Landlord shall maintain on the building and other improvements in which the Premises are located, a policy of standard fire and extended coverage insurance, including 100% rental income loss insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety per cent (90%) of the replacement value. The proceeds of such policy shall be payable to Landlord.

2.13.6 Failure to Procure Insurance. If either party refuses or neglects to secure and maintain insurance policies complying with the provisions of this Article, the other party may, but shall not be so required, secure and maintain such insurance policies and the party failing to perform its obligations shall pay the cost thereof to the other party, upon demand.

2.14 WAIVER OF SUBROGATION: Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of Landlord or Tenant. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.

2.15 LANDLORD MAINTENANCE AND REPAIR: Subject to the provisions of Section 2.16, Landlord shall repair and maintain the common area, the plumbing, electrical, capital repairs and replacements to the HVAC system, roof and the exterior walls, and the other structural parts of the building in which the Premises are located, which structural parts shall include only the foundations, bearing walls (excluding glass and doors) and subflooring; provided, however, that Landlord shall not be required to make repairs necessitated by reason of neglect or failure of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements in this Lease required on the part of Tenant to be performed or observed, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein required unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence said repairs within three (3) days after receipt thereof. Notwithstanding anything herein to the contrary, Landlord's

obligations with respect to partial or total destruction of the Premises, whether such be caused by insured casualty or otherwise, shall be governed solely (except as explicitly otherwise provided) by Paragraph 2.23.

2.16 TENANT MAINTENANCE AND REPAIRS: Except with respect to Landlord's obligations specified in Section 2.15 and elsewhere in the Lease, Tenant agrees to keep the Premises in safe operating condition, including all systems serving the Premises, but excluding the electrical, plumbing, roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the HVAC system. Notwithstanding Landlord's obligations specified in Section 2.15, Tenant shall promptly repair any damage or injury to any of the items that are Landlord's obligation under Section 2.15 if such damage or injury is caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests or other licensees or invitees, reasonable wear and tear excepted. In no event shall Tenant be responsible for any repairs to the Premises caused by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other its other licensees or invitees. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and complete Tenant's obligations and the cost thereof together with interest thereon at the default rate set forth herein shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Rent.

2.17 KEYS: Upon expiration or earlier termination of the Lease, Tenant shall promptly and peacefully surrender the Premises (including delivery of all keys) to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted. If Tenant does not promptly and/or peacefully surrender the keys to Landlord, Landlord shall retain from the security deposit costs associated with replacing the keys.

2.18 ALTERATIONS AND IMPROVEMENTS: All interior alterations and/or additions to the Premises will be at the sole cost of the Tenant, except for improvements/upgrades required of the Premises due to the condition of the Premises as of the date Tenant takes possession (for example, without limitation, required ADA improvements). No improvement shall be constructed or maintained on the Premises until Landlord has first approved the design, density, size, appearance and location thereof, such approval not to be unreasonably withheld, conditioned or delayed. Before commencing any work of improvement or applying for any governmental permit or approval, Tenant shall first deliver to Landlord for approval two (2) sets of schematic plans and preliminary specifications, exterior elevations, floor plans, exterior lighting and signs. Nothing in this paragraph shall imply a submission standard higher than that required for a building permit. Landlord shall then have twenty (20) days during which to accept and approve or reject such preliminary plans and specifications. Once the preliminary plans and specifications have been approved, but prior to commencing any such work, Tenant shall submit to Landlord for approval the final plans and specifications, but only to the extent such final plans and specifications are materially different than the preliminary plans and specifications. If the final plans and specifications are materially different, then Landlord may disapprove any plans which are not generally in harmony or conformity with other existing or proposed improvements on or in the vicinity of the Premises. Upon Landlord's approval of the

plans and specifications, Tenant shall diligently complete the Tenant's Work so that the improvements will not remain in a partly finished condition any longer than is reasonably necessary. Upon installation, Tenant shall furnish Landlord with a copy of the "as-built" drawings including utility installations and site plans detailing the nature of the additions, alterations or improvements. Landlord reserves the rights to have Tenant remove, at Tenant's sole expense, all or any of such alterations, additions or improvements at the expiration or earlier termination of the Lease.

2.19 SIGNAGE: Tenant shall have no right to install Tenant identification signs in any location in or about the premises that are visible from the exterior of the building, without first obtaining written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The location, size, design, color and other physical aspects of permitted signs shall be subject to (I) Landlord's written reasonable approval prior to installation; (II) any covenants, conditions or restriction encumbering the Premises and (III) any applicable municipal permits and approvals.

2.20 DISPOSITION OF IMPROVEMENTS: Except as otherwise agreed to in writing by Landlord, in its sole discretion, within sixty (60) days after the expiration or earlier termination of this Lease (including any Extended Terms), the Tenant shall, at Tenant's expense, remove, demolish or clear off from the Premises all improvements constructed by Tenant and all property owned by Tenant. If Landlord, in its sole discretion, elects to have all or any portion of such improvements remain on the Premises, then ownership to the same shall automatically pass to Landlord, free of any right, title, or interest of Tenant therein without the necessity of executing any further instrument and without any allowance, compensation, or payment by Landlord.

2.21 INSPECTION: After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable advance notice to Tenant, and in no event less than 72 hours, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at reasonable times, and to prospective tenants starting within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease Term (or any Extended Term); and, (b) posting "for lease" signs starting one hundred eighty (180) days prior to the expiration or earlier termination of the Lease Term.

2.22 LIENS: Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any alterations permitted under this Lease. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or post a bond in form and amount and issued by a surety reasonably satisfactory to Landlord.

2.23 RESTORATION: If the Premises is totally destroyed by fire or the elements, or if said Premises is partially destroyed or rendered useless (not usable for Tenant's permitted use) or un-tenantable by fire or the elements so that the same cannot be repaired or restored within 120 days from the happening of such injury, then either the Landlord or Tenant may terminate this Lease by notice in writing to the other within thirty (30) days after such destruction or partial destruction. If the Landlord or Tenant cannot agree as to whether the Premises have been affected as herein stated, either party may submit a claim for arbitration pursuant to paragraph 2.31. If it is determined by arbitration or agreement of Landlord or Tenant that the Premises have not been totally destroyed, or that the partial destruction or uselessness of the Premises is such so that the same can be repaired or restored within 120 days from the date of destruction, then the Landlord shall restore the Premises at its expense and with all reasonable speed and promptness, and in such case Rent shall be abated from the date of the event until the Premises have been restored. Tenant shall have no claim for compensation by reason of inconvenience, annoyance or loss arising from Landlord's repair or reconstruction of the Building at any time.

2.24 DEFAULTS: In the event of the failure of Tenant to pay the Rent, interest, provide for insurance as set forth in Section 2.13, or other charges provided in this Lease at the time and in the manner herein specified, or to keep any of Tenant's covenants or agreements herein, Landlord may elect to terminate this Lease and reenter and take possession of the Premises with process of law, provided, however, that Tenant shall be given three (3) days' notice in writing if the default is for the nonpayment of Rent or other monetary default, or twenty (20) days' notice in writing for any other default, stating the nature of the default in order to permit such default to be remedied by Tenant within the applicable time period or if the default is of the nature that reasonably requires more than the aforementioned time period to cure, Tenant shall be entitled to such additional as may be reasonably required, provided Tenant promptly commences the cure and diligently continues the cure activities through completion. If Landlord issues a notice of default for the nonpayment of Rent, in order to cure such default, Tenant must pay the overdue Rent plus any fee called for in Section 2.5 to cure the default. If during any consecutive twelve-month period, Landlord has issued three notices of default for failure to pay Rent, Landlord shall not be required to accept the cure of any subsequent default by Tenant and may terminate this Lease or exercise any other rights or remedies available to it immediately by written notice to Tenant without the expiration of any otherwise applicable cure period. If, upon such reentry, there remains any personal property of Tenant or of any other person upon the Premises, Landlord may with prior written notice to Tenant, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse Landlord for any expense incurred by Landlord in connection with such removal and storage. Landlord shall, subject to prior written notice to Tenant, have the right to sell such stored property after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Tenant to Landlord, and the balance, if any, shall be paid to Tenant. Notwithstanding any such reentry, the liability of Tenant for the full Rent provided for herein shall not be extinguished for the balance of the Term of this Lease in the event of Landlord's proper termination in accordance with the terms and conditions of this Lease, provided that Landlord shall use reasonable efforts to re-let the Premises and Landlord's damages shall be offset by Landlord's recovery of rent from any

replacement tenant. At Landlord's option, Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord, or Landlord may accelerate all future payments and Tenant shall pay the present value of all future payments at once. Payment by Tenant to Landlord of interest on Rent and/or any other charges due and owing under this Lease shall not cure or excuse Lessee's default in connection with Rent and/or other charges. All remedies of Landlord hereunder are cumulative and not alternative.

2.25 HOLDING OVER: If Tenant shall, without the consent of Landlord, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to Landlord the rate of one and one half (1.5) times the then-current Rent under the terms of the Lease, unless a different rate shall be agreed upon, and the Tenant shall be bound by all of the other provisions of this Lease.

2.26 ASSIGNMENT OR SUBLEASE: Except as provided below, Tenant shall not assign or transfer (including any assignment or transfer for security purposes) this Lease or any interest therein nor sublet the whole or any part of the 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 advance written consent of Landlord, which may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or sublease the Premises or any portion of the Premises to any affiliated entity of Tenant with notice to Landlord but without obtaining Landlord's consent. It shall be reasonable for Tenant to assign or sublease to an entity or person with substantially the same level of financial assets and provided Tenant shall remain liable under the terms of this Lease, and this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without Landlord's consent pursuant to this paragraph. Tenant shall pay all reasonable costs and attorney fees incurred by Landlord with respect to any request by Tenant for assignment, sublease, or other encumbrance or transfer of this Lease or the Premises or any interest therein, subject to a cap of \$1,500.

2.27 COMPLIANCE WITH LANDLORD RULES AND APPLICABLE LAWS: Tenant agrees to comply with all applicable rules and regulations of Landlord pertaining to the Building or other realty of which the Premises are a part or to Tenant's use or occupancy thereof, now in existence or hereafter promulgated for the general health, welfare, safety and convenience of Landlord, its various tenants, invitees, licensees and the general public. Subject to any conditions existing as of the date that Tenant takes possession of the Premises, Tenant further agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, permits, orders, and decrees, including, without limitation, those relating to environmental matters, and Americans with Disabilities Act, as currently in effect or as may be hereafter amended or issued. Except with respect to conditions existing at the Premises as of the date that Tenant takes possession of the Premises, Tenant shall defend, indemnify, and hold harmless Landlord from and against all claims, costs, fees, fines, penalties, liabilities, losses, and damages incurred by Landlord by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation by Tenant of any of the laws, rules, regulations, ordinances, permits, orders and/or decrees referenced in this section. Costs and fees shall include, but not be limited to, all direct and indirect costs and professional fees, including

engineering, consultant, and attorney's fees. Landlord shall defend, indemnify, and hold harmless Tenant from and against all claims, costs, fees, fines, penalties, liabilities, losses, and damages incurred by Tenant by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation of any of the laws, rules, regulations, ordinances, permits, orders and/or decrees referenced in this section to the extent resulting from the condition of the Premises prior to the date that Tenant takes possession thereof. Costs and fees shall include, but not be limited to, all direct and indirect costs and professional fees, including engineering, consultant, and attorney's fees. Any fees for any federal, state or local inspections and/or certificates required for use and occupancy of the Premises shall be paid by Tenant.

2.28 HAZARDOUS SUBSTANCES: Tenant shall not use, transport, generate, sell or dispose of any substance designated as or containing components designated as hazardous, dangerous, toxic or harmful by any federal, state or local law, regulation or ordinance (collectively "Hazardous Substances") in or about the Premises in regulated quantities or in violation of applicable law without Landlord's prior written consent. Tenant shall be fully liable to Landlord for any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) or costs imposed by any governmental authority with respect to Tenant's use, transportation, generation, sale or disposal of any Hazardous Substances in or about the Premises. Tenant expressly agrees to defend, indemnify and hold Landlord harmless from, and assume legal liability for, any and all loss, damage, liability, penalties and costs imposed upon or incurred by Landlord, as a result of Tenant's use, transportation, generation, sale or disposal of any Hazardous Substances. Notwithstanding the foregoing, Tenant shall be liable (and obligated to defend and indemnify Landlord as heretofore provided) only to the extent that such Hazardous Substances did not exist at the Premises as of the date that Tenant takes possession. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims arising from or relating to Hazardous Substances existing at the Premises prior to the date that Tenant takes possession.

2.29 INSOLVENCY: In the event the Tenant shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing of its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. Section 101 et. seq., ("Bankruptcy Code"), be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it for all or a substantial part of its assets or properties, or take any action looking to its dissolution or liquidation, Tenant shall be deemed in default under this Lease.

This is a lease of nonresidential real property in a transit center within the meaning of the Bankruptcy Code. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

Any or all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be the exclusive property of Landlord and shall not constitute property of Tenant or the estate of Tenant within the meaning of the Bankruptcy Code.

Any monies so paid that are not paid or delivered to Landlord shall be deemed held in trust for the benefit of the Landlord and promptly paid or delivered to the Landlord.

2.30 ATTORNEY FEES, VENUE AND COSTS: Should a dispute arise between the Parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, whether for enforcement in court or for decision under arbitration, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court or arbitration, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the Parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides. Venue for any dispute shall be exclusively in Mason County Superior Court.

2.31 DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to this Lease, or its breach, shall be settled by binding arbitration in accordance with Chapter 7.04A RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties specifically agree that the arbitrator shall have equitable powers and that the arbitrator's decision shall be final. Each party hereby waives the right to trial de novo.

2.32 INVALIDITY OF PARTICULAR PROVISION: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

2.33 NOTICES: All default and other substantial notices required under the provisions of this Lease may be delivered by e-mail, personally delivered or mailed. If mailed, they shall be sent by certified mail, return receipt requested, to the following addresses:

Mason Transit Authority
Attention: Administration Services Department
790 E. Johns Prairie Rd.
Shelton, WA 98584
Attn: aasher@masontransit.org

To the Tenant:

Timberland Regional Library
Attn: Cheryl Heywood, Executive Director
cheywood@trl.org or (360) 943-5001

Notices given by personal delivery shall be deemed given upon receipt. Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing. It is incumbent upon each of the Parties to keep the email addresses current so that proper notice may be provided.

2.34 ELECTRONIC SIGNATURES: As provided in Washington’s Uniform Electronic Transactions Act, effective June 11, 2020, Chapter 1.80 RCW, together with separately approved policies of the Landlord and Tenant, this Lease Agreement may be signed in electronic format by each of the Parties.

LANDLORD:

TENANT:

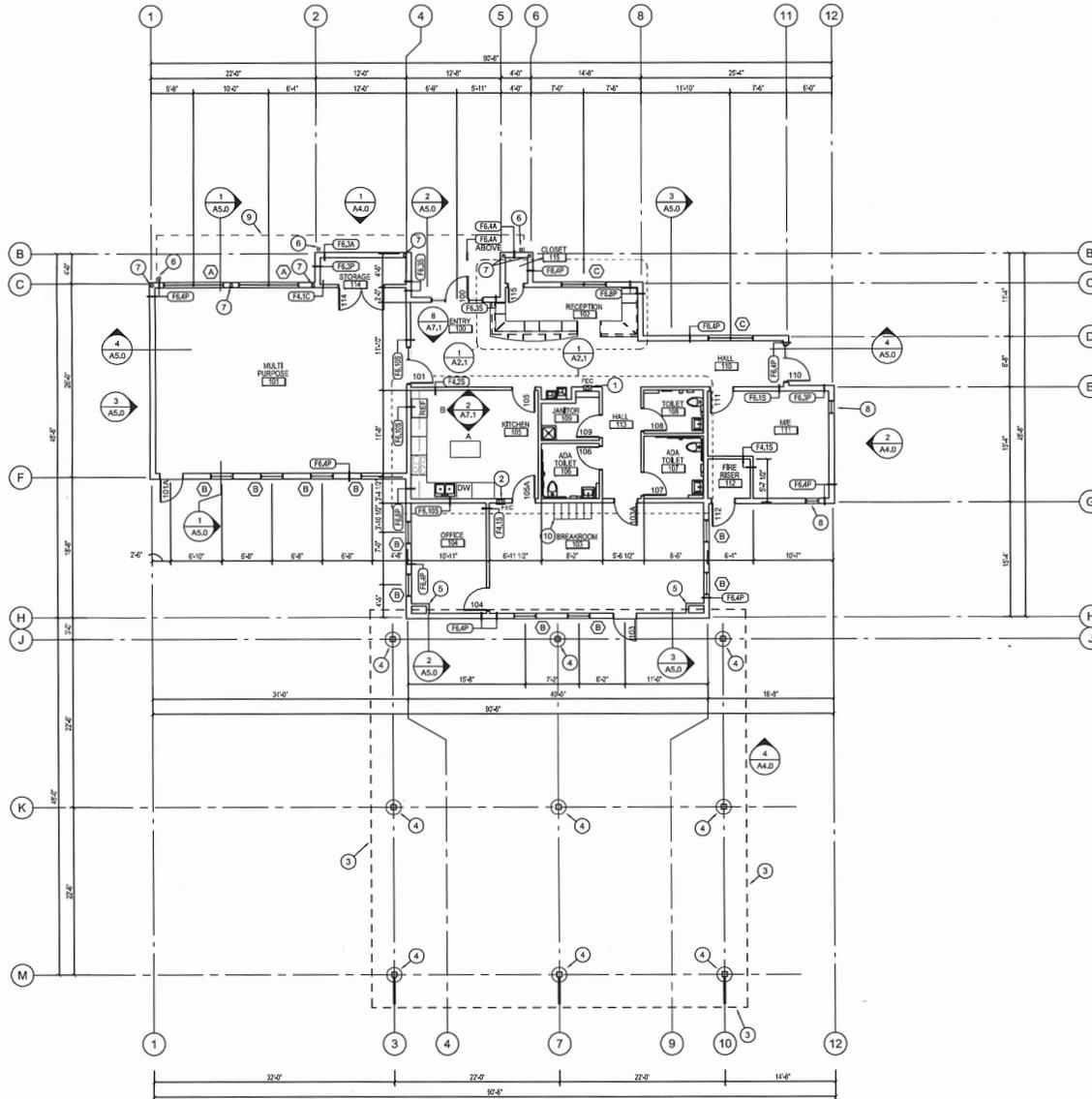
Mason Transit Authority

TIMBERLAND REGIONAL
LIBRARY

Signed by:
By: *Amy Asher* 1/21/2026
5374CB069BF74CD...
Amy Asher
Its: General Manager

Signed by:
By: *Cheryl Heywood* 1/21/2026
8D1C981CB28B403...
Cheryl Heywood
Its: Executive Director

Exhibit A
Premises Floor Plan



1 FLOOR PLAN-(BUILDING AND BUS CANOPY ARE ALTERNATE BID NO 1)
SCALE: 1/8" = 1'-0"



KEYED NOTES

- 1 FIRE EXTINGUISHER AND CABINET, SEE DETAIL 306 PARTIAL ENLARGED PLANS AND SHEET A01.0 FOR INSTALLATION HEIGHT.
- 2 FIRE EXTINGUISHER AND CABINET, SEE DETAIL 305 PARTIAL ENLARGED PLANS AND SHEET A01.0 FOR INSTALLATION HEIGHT.
- 3 DASHED LINES REPRESENTS BUS CANOPY STRUCTURE ROOF ABOVE.
- 4 BUS CANOPY REINFORCED CONCRETE FOOTING WITH TUBE STEEL COLUMN, REFER TO BUILDING SECTIONS ON SHEET A4.0 & STRUCTURAL DRAWINGS, OTHER SHEETS INCLUDE EXTERIOR ELEVATIONS AND WALL AND ROOF PLANS ON SHEET 3.0.
- 5 PIPE CHASE, FORM OUT OF 2X4S AT 16" O.C. AND COVER WITH 5/8" TYPE 'X' GYPSUM BOARD TO A MINIMUM OF 8" ABOVE THE ADJACENT CEILING, PIPE CHASE SHALL MATCH SIMILAR PIPE CHASE IN OFFICE / BREAKROOM IN OVERALL SEE, PROVIDE MINIMUM 2" CLEARANCE AROUND PIPES.
- 6 DOWNSPOUT FROM CANOPY ABOVE.
- 7 TUBE STEEL COLUMN SUPPORT IN WALL FOR CANOPY SUPPORT; SEE STRUCTURAL DRAWINGS.
- 8 THROUGH-WALL MECHANICAL LOUVER, SEE DETAILS 402, 403 & MECHANICAL DRAWINGS.
- 9 DASHED LINE REPRESENTS STEEL CANOPY ABOVE, SEE ROOF PLAN ON SHEET A3.0
- 10 CASEWORK LOCKERS, SEE DETAIL 515.



ARCHITECTS
RASMUSSEN
TRIEBELHORN

Omni Building
909 S. 336th Street,
Suite 107
Federal Way, WA 98003
253 972-0511 P
www.r-t.org



MASON TRANSIT AUTHORITY
BELFAIR PARK AND RIDE
DEVELOPMENT PROJECT
BELFAIR, WASHINGTON 98628



Rev.	Description

OWNER Project No:
ART Project No: 1710
Drawn By: RG
Approved By: RG
Date: May 4, 2020
Sheet Title:
FLOOR PLAN

2" AT FULL SHEET (22x34)
1" AT HALF SHEET (11x17)
Sheet No:

A2.0

ALTERNATE BID NO 1
Bid Set