

AGREEMENT FOR LEASE OF PREMISES
Between
PACIFIC COUNTY, WASHINGTON
And
COAST SEAFOODS COMPANY

AMENDMENT #1

WHEREAS, there is an Agreement for Lease of Premises (Parcel #71017003000) between Pacific County (LESSOR), and Coast Seafoods Company (LESSEE), entered into the 22nd of February, 2011; and

WHEREAS, there is a need to amend sections of the Agreement to allow temporary storage of maintenance dredging spoils for de-watering prior to being hauled to a fill site, and to update insurance and indemnification language to reflect the County's current requirements; and

WHEREAS, the storage of dredging spoils at the site is subject to LESSEE's full compliance with Army Corp of Engineers, Department of Fish and Wildlife, Department of Ecology, City of South Bend any other Local, State or Federal permitting;

NOW, THEREFORE, Section 3, "PURPOSE", Section 4, "ALTERATIONS" and Section 8, "INDEMNIFICATION AND HOLD HARMLESS", are hereby replaced in their entirety as follows:

3. PURPOSE:

The leased premises shall be used for lawful purposes consistent with the current use of the property and for no other purpose without the written consent of the LESSOR being first obtained.

The current use of the property is an oyster shell stockpile and will be expanded to include temporary storage of maintenance dredging spoils.

4. ALTERATIONS:

No alterations to the leased premises or other appurtenances shall be made by the LESSEE without the written consent of LESSOR.

All alterations, additions, and improvements made in or to the LESSEE's premises shall, unless otherwise provided by written agreement, be the property of the LESSOR and remain and be surrendered with the leased premises, and the LESSEE waives all claim for damages to or loss of any property belonging to the LESSEE that may be in or upon the leased premises.

In addition, LESSEE shall remove all oyster shells upon termination of the lease, and dredging spoils must be removed in their entirety each year.

8. INDEMNIFICATION AND INSURANCE:

INDEMNIFICATION

In accepting this Agreement, the LESSEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the LESSOR and its officers and employees from all claims, actions, or damages of every kind and description related to this lease or use of the leased premises which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the LESSEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the LESSOR, its officers, its employees, or any combination thereof, the LESSEE, including its successors or assigns, shall defend the suit or action at their sole cost and expense and shall fully satisfy any judgment that is rendered against the LESSOR, its officers, its employees, or any combination thereof.

INSURANCE

The LESSEE shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence, and \$2,000,000 aggregate for the term of this CONTRACT. The LESSEE must name the COUNTY as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the LESSOR'S and that the LESSEE'S liability insurance policy shall so state. The LESSEE shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____ 2013.

COAST SEAFOOD COMPANY

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Tim Morris, Operations Manager

Lisa Ayers, Chair

APPROVED AS TO FORM

Frank Wolfe, Member

David Burke
Prosecuting Attorney

Steve Rogers, Member

ATTEST:

Marie Guernsey
Clerk of the Board