

Agreed Termination of Lease

This agreement, between CURTIS COLE, his heirs or assigns, hereinafter, called the "OWNER", and Grant County, Washington, hereinafter called the "COUNTY", acting through its Board of County Commissioners, hereinafter called the "BOARD."

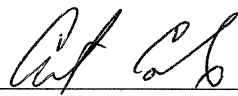
RECITALS:

WHEREAS, the parties signed a lease agreement on September 30, 2010;
WHEREAS, the parties mutually agree to terminate the lease;

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows:

1. The OWNER and COUNTY agree to terminate the COUNTY's lease of the area 200 feet North of the North Boundary and 200 feet West of the West boundary of Grant County's Warden Quarry, Permit #70-011162. Located in the SE ¼ Sec. 19, Twp. 17N., Rng. 30E.W.M. All of which is located in the County of Grant and the State of Washington.
2. The Lease Agreement was previously signed September 30, 2010 and is attached as Attachment A.
3. The Termination is effective immediately upon both parties signing.

IN WITNESS WHEREOF, the parties hereto have hereto subscribed their names as of the date written below.

Dated this 10 day of Jan. 2023, by: 
Curtis Cole, Owner

Dated this _____ day of _____ 202__, by:

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Rob Jones, Chair

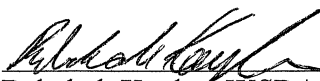
Cindy Carter, Vice-Chair

Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez
Clerk of the Board

Approved as to form:


Rebekah Kaylor, WSBA #53257
Civil Deputy Prosecuting Attorney

LEASE AGREEMENT

This agreement, between Grant County Washington, hereinafter called the County, acting through its Board of County Commissioners, hereinafter called the Board, and CURTIS COLE, his heirs or assigns, hereinafter called the Owner;

WITNESSETH:

1. The County for and inconsideration of a royalty fee of \$0.30 per ton of crushed aggregate, paid by the Owner at the completion of each crushing process, subject to the conditions and reservations set forth herein, hereby grant permission to the Owner to enter upon, extract, remove, and utilize approximately 125,000 tons of aggregate upon the following premises in Grant County, Washington, to-wit:

The adjusting berm connecting Cole Quarry and Grant County's Warden Quarry, Permit #70-011162. Located in the SE ¼ Sec. 19, Twp. 17N., Rng.30E.W.M. All of which is located in the County of Grant and the State of Washington.

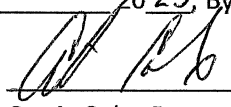
2. It is understood and agreed that the Owner shall have the non-exclusive right of ingress and egress to this site until such a time in the future when all material is crushed in the affected area, at which time this agreement shall terminate.
3. It is understood and agreed that all crushed aggregate processed, removed, or utilized by the Owner from the above described land shall immediately become the property of the Owner.
4. The Owner shall make orderly use of the quarry site, and at the conclusion of each removal operation, leave the property in a neat condition and be reclaimed with the contours of the land in a reasonable amount of time.
5. The County assumes no responsibility for the safety or welfare of any persons employed by the Owner and/or for any property owned by the Owner or agents of the Owner, pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

Dated this _____ Day of _____ 20____, by;

[Grant County]

Dated and approved this 10 Day of Jan 2023, By;



Curtis Cole, Owner

LEASE AGREEMENT

**WARDEN QUARRY, STOCKPILE SITE
PERMIT #70-011162 and RIGHT of
INGRESS and EGRESS to SITE**

This agreement, between CURTIS COLE, his heirs or assigns, hereinafter, called the owner, and Grant County Washington, hereinafter called the County, acting through its Board of County Commissioners, hereinafter called the Board;

WITNESSETH:

1. The owner for and in consideration of a royalty fee of \$0.30 per ton of crushed aggregate, paid by the County at the completion of each crushing process, subject to the conditions and reservations set forth herein, hereby grant permission to the County to enter upon, extract, remove and utilize approximately 125,000 tons of aggregate upon the following premises in Grant County, Washington, to-wit:

The area 200 feet North of the North boundary and 200 feet West of the West boundary of Grant County's Warden Quarry, Permit #70-011162. Located in the SE ¼ Sec. 19, Twp. 17N., Rng. 30E. W.M. All of which is located in the County of Grant and the State of Washington.

2. It is understood and agreed that Grant County shall have the non-exclusive right of ingress and egress to this site until such a time in the future when all material is crushed in the affected area, at which time this agreement shall terminate.
3. It is understood and agreed that all crushed aggregate processed, removed or utilized by the County from the above described land shall immediately become the property of the County and shall be used for the improvement of Grant County roads.
4. The County shall make orderly use of the quarry site, and at the conclusion of each removal operation, leave the property in a neat condition and slope the banks of the pit.
5. The owner assumes no responsibility for the safety or welfare of any persons employed by the County and/or for any property owned by the County or agents of the County, pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

Dated this 30 Day of Sept 2010, By;

Curtis Cole
Curtis Cole, Owner

Dated and approved this 9th Day of November 2010, By;

Chair

Coralanne Swartz

Member

Richard Stevens
Member

Constituting the Board of County Commissioners
Grant County, Washington

Attest: *Bill Hammond*
Clerk of the Board