

BUILDING SPACE LEASE

This BUILDING space lease IS MADE BY AND BETWEEN Landlord and Tenant on the date shown below. The following terms as used herein have the following meanings unless otherwise specifically modified by the provisions of this Lease:

LANDLORD: **PORT OF WOODLAND**

P.O. Box 87
115 Davidson
Woodland, Washington 98674

TENANT: **WOODLAND SCHOOL DISTRICT**

800 Third Street
Woodland, Washington 98674

PREMISES: Landlord's building situated at 1387 Suite C Down River Drive Woodland, Washington described the Building 6 with a total of 3,700 square feet.

PARKING AREA: In addition, Tenant shall have the use of the 6 parking spaces closest to the leased bays (plus shared use of the handicap parking spaces) together with shared use of the driveways which provide ingress and egress to the building. The bays and parking spaces leased herein are identified on the sketch attached hereto as **EXHIBIT A** and by this reference incorporated herein.

PURPOSE: The Premises may be used for **warehousing space** in connection with the tenant's storage needs for Woodland School District. Tenant may not use the property for any other purposes except upon the written consent of Lessor.

TERM: Month-to Month

COMMENCEMENT DATE: February 1, 2015

EXPIRATION DATE: October 31, 2015

MONTHLY RENT: Base lease \$0.25/ square foot * 3,700= \$925 + Washington State Leasehold Tax (12.84%) = \$118.77 for a total Monthly Rent Payment of \$1,043.77.

OPTION PERIOD: None.

SECURITY DEPOSIT: Landlord waives rent security as provided in RCW 53.08.085.

GENERAL TERMS

1. **PREMISES AND TERM.** Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, which consist of a Building Space described above and parking area, on a month-to-month basis over the Term commencing on the Commencement Date. Tenant acknowledges that Landlord has made no representations as to the repair of the Premises, unless such are expressly set forth in this Lease. Tenant acknowledges Landlord is a municipal corporation of the State of Washington.
 - A. **Tenant Termination.** Tenant may terminate this lease by giving written 60-day advance Notice of Termination to Landlord.
 - B. **Landlord Termination.** Landlord may terminate this lease by giving sixty-day (60) day advance notice to Tenant.
2. **Holding Over.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises to Landlord. If, after the expiration of the initial term or any option period of this lease, Tenant shall remain in possession of the Premises and continue to pay rent without any express written agreement as to such holding over, then such holding over shall be deemed and taken to be a holding over under a tenancy from month-to-month at a monthly rental rate equal to the rate in effect during the last month of the preceding term, with appropriate adjustment for inflation increases, such payment to be made monthly in advance. In the event of such holding over, all terms of this lease as herein set out are to remain in full force and effect on said month-to-month basis.
3. **RENT.** Tenant agrees to pay Landlord Monthly Rent for the premises, in advance, without demand, deduction or setoff, for the entire Lease Term hereof at the rate specified above. The first Monthly Rent payment shall be due and payable on the date hereof, and a like Monthly Rent payment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date during the Lease Term and any Option Term, except that the rental payment for any occupancy prior to the commencement or end of the Lease period shall be prorated on the basis of a thirty-day month.
 - A. **Late charge.** There will be a 5% late charge for rents not received by the 5th day of the month due. All late charges are payable when due. There will be a \$25.00 charge should any rental payment be returned to Landlord for any reason (non-sufficient funds, closed account, no signature, etc.).
 - B. **Net Rent.** It is the purpose and intent of the parties hereto that the rent payable hereunder shall be absolutely net to Landlord so that this lease shall yield, net to Landlord, the rent as hereinabove provided, free of any charges, assessments, or impositions of any kind charged or assessed, or imposed on or against the Premises, and without abatement, deduction, or set-off by Tenant, except as expressly provided herein, and Landlord shall not be expected or required to pay any such charge, assessment or imposition, or to be under any obligation or liability hereunder except as herein expressly set forth.
4. **SECURITY DEPOSIT.** Tenant is to deliver to Landlord the Security Deposit set forth above, which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly agreed that such deposit is not an advance rental deposit, nor the last month's rent nor a measure of Landlord's damages in the event of Tenant's default. Upon occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such deposit to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default; or applied in order to restore the security deposit in its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of the deposit shall be returned to Tenant at the expiration or sooner termination of this Lease, after satisfaction of any and all of Tenant's obligations under this Lease.

5. **USE.** Tenant shall use the Premises solely for the purpose set forth above as permitted by zoning ordinance. Said use is understood as a restriction on the type of use of the leased premises and is a material consideration for both Tenant and Landlord to enter into this lease. Outside storage, including without limitation trucks or other vehicles, is prohibited without Landlord's written consent. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives, including but not limited to those regarding the correction, prevention and abatement of nuisances in or upon, or connected with the Premises, nor take any other action which would constitute a nuisance. Without Landlord's prior written consent, Tenant shall not receive, store, or otherwise handle any product, material, or other merchandise which is explosive or highly inflammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void.
6. **POSSESSION.** Tenant shall have possession on the Commencement Date, or sooner if the subject property is ready earlier. If Possession is taken prior to the Commencement Date, Tenant shall pay the prorated Monthly Rent calculated from the date of possession to the Commencement Date, in advance, in addition to other amounts which may be due at Lease Commencement.
7. **TENANT IMPROVEMENTS**
 - A. Tenant may have prepared plans and specifications for the construction of tenant improvements, and, if so, such plans and specifications are attached hereto and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Property and shall keep the same in full force and effect at Tenant's cost.
 - B. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the Leased Property at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one-year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.
 - C. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements, in a minimum amount of \$1,000,000. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.
 - D. Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.
 - E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the

Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

8. MAINTENANCE AND REPAIRS.

- A. Tenant shall be responsible for any and all structural damage produced by the Tenant or due to Tenant business, including roof, windows, downspouts, doors, garages, electric systems, plumbing systems, heating systems, and air conditioning systems. The Landlord is responsible for "wear and tear" maintenance and Tenant will notify Landlord of any and all interior and/or exterior problems promptly. Tenant shall keep the Premises, including driveways and parking lots, in a neat and clean condition and in a good state of repair. Tenant shall not create or permit to be created or remain, and will discharge, any lien or encumbrance or other charge upon the Premises and any portion thereof cause by reason of any action or omission of Tenant.
- B. Tenant agrees that if, as a result of its use, occupancy or operations on the Premises, or because of any action of its agents, invitees, employees, contractors, or others, any environmental or health hazard occurs on the Premises, said Tenant shall take all necessary remedial action to bring the Premises and operations or activities conducted thereon into full compliance with applicable federal, state and local and regulations.
- C. Upon termination of this lease for any reason, Tenant agrees to restore the Premises to the same or substantially the same condition as when originally let, except in the case where leasehold improvements have been made under the terms hereof, then in the same condition as when the improvements were completed, except usual wear and tear; to remove all debris and other materials, waste or otherwise, resulting from its activities on or occupancy of the Premises; and to turn the Premises over to Landlord in a broom clean condition.

- 9. DAMAGE OR DESTRUCTION.** If the Premises or any part thereof or any appurtenance thereto are so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

- 10. SIGNAGE.** Tenant shall have the right to place its business signs upon the Premises at its expense as allowed by local zoning and building codes. Tenant shall bear the cost of sign installation and maintenance, and shall remove all signs by the Termination of this Lease. Such installations and removals shall be made in such a manner as to avoid injury or defacement of the building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal.

11. ENVIRONMENTAL PROVISIONS.

- A. **Hazardous Substances.** Without limiting Tenant's foregoing obligation to use the property in a

lawful manner, Tenant will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the property conveyed herein or the property's groundwater, or transport to or from the property, any Hazardous Substance and will not permit any other person to do so. Hazardous Substance means any substance prohibited or regulated under any federal, state, or local law, statute or ordinance, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 USC Sections 9601-9675; and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 USC Sections 6901-6992, and the Washington State Model Toxic Control Act (RCW 70.105D).

B. **Indemnity.** Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition of any obligation or cost ("Liability") of whatever form, including, without limitation, damages, claims, governmental investigations, proceedings or requirements, attorney fees in investigation, at trial or administrative proceedings, or on appeal; or witness or consultant costs, or hazardous waste cleanup costs, by any person upon Tenant, to the extent that such Liability arises from a violation, or alleged violation, or from the failure to satisfy a requirement, or alleged requirement, of any environmental or land use law or regulation, proximately resulting from use of the Premises during the term of the lease, and without regard to when the Liability is asserted.

12. **GENERAL INDEMNITY.** In addition to, and not in derogation of, the covenants contained in the Environmental Provisions, Tenant, at its own expense, shall indemnify and save harmless Landlord from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of occupancy of the Premises by the Tenant, provided, however, Tenant shall not be responsible for such charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments which are caused by or are a result of Landlord's negligent act or omission.
13. **LEGAL EXPENSES.** In the event of any breach occurring under this agreement by either party and in the event any suit shall be commenced to enforce any covenant, term or provision of this lease or the damages occurring under this lease, the prevailing party shall be entitled to reasonable attorney fees and costs to be awarded by the Court.
14. **ALTERATIONS.** Tenant shall make no alteration, addition or major improvement to the leased premises, other than normal repairs without the prior written consent of the Landlord. Reasonable permission is granted Tenant to make minor structural changes such as installation of partitions and floor covering. All work done shall be in compliance with all municipal building codes. Any alteration, addition, or improvement made by Tenant after such consent shall have been given, and any fixtures installed shall, at Landlord's option, become the property of the Landlord upon termination of this Lease. In making any repairs or alterations Tenant shall not allow or suffer any liens to be placed against said premises and obtain all necessary permits. Tenant has the right to remove any and all of its "trade fixtures" upon culmination of Lease, and Tenant agrees to repair any damage to premises upon removal of any trade fixtures.
15. **UTILITIES AND TAXES.** Tenant shall pay as the same become due all gas, electricity, water, lighting, heat, air conditioning, telephone, garbage, recycling charges, heating oil or any other utilities used, rendered or supplied in connection with the leased premises, and shall pay, satisfy and discharge as the same become due and payable and prior to delinquency all ad valorem real and personal property taxes and assessments and any other taxes or charges levied or imposed upon or against the Premises due to personal property or fixtures of Tenant.

16. **INSPECTION.**

- A. Landlord and the Landlord's agents shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises. During the period that is three (3) months prior to the termination of the Lease, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purposes of showing the Premises, and shall have the right to erect a suitable sign on the Premises indicating the Premises are available for rent. Landlord and Landlord's agents and representatives shall also have the right to enter the Premises at any reasonable time during business hours for the purposes of showing the Premises to prospective purchasers.
 - B. Tenant shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice and arrange for such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. It shall be the responsibility of Tenant, prior to vacating the Premises, to clean and repair the Premises and restore them to the condition in which they were in upon delivery of the Premises to Tenant at the Commencement Date, reasonable wear and tear excepted. Cleaning, repair and restoration shall include, but not be limited to, removal of all trash, cleaning and repainting of walls, where necessary, cleaning of carpet and flooring, replacement of light bulbs and tubes, cleaning and wiping down of all fixtures, maintenance and repair of all heating and air conditioning systems, and all similar work, which shall be done at the latest practical date prior to vacation of the Premises.
17. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease:
- A. If Tenant shall fail to pay any installment of rent, or any other charge designated herein to be paid as rent.
 - B. If Tenant shall fail to comply with any term, condition or covenant of this Lease,
 - C. If anyone other than Tenant would make any attempt to occupy the Premises with or without color of law.
 - D. If Tenant abandons the premises and fails to pay rent.
18. **REMEDIES UPON DEFAULT.** Upon the occurrence of any of the foregoing events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
- A. Terminate this Lease, in which event Tenant shall immediately surrender the premises to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, and Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise. Landlord shall have a possessory lien against all property of Tenant in the premises for all rents then due or subsequently occurring, including damages.
 - B. Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof and re-let said premises for rent therefore, and Tenant agrees to pay the Landlord on demand any deficiency that may arise by reason of such re-letting, including expenses incurred such as repairing, advertising, and commissions.
 - C. Whether or not Landlord retakes possession or relets the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by Tenant's default, including attorney fees. Damages shall include, without limitation: all rentals lost, all legal expenses and other related costs incurred by Landlord following Tenant's default, all costs incurred by Landlord in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the

Premises for reletting, all costs (including without limitation any brokerage commissions and the value of Landlord's time) incurred by Landlord, plus interest thereon from the date of expenditure until fully repaid at the rate of eighteen (18) percent per annum.

- D. Landlord may pursue any of the foregoing remedies singularly or cumulatively and in addition any other remedies provided by law; nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, conditions and covenants herein contained, nor shall any termination or cancellation, include a cancellation of Tenant's obligation hereunder for any deficiency or damage upon re-letting subsequent to said termination or cancellation, such obligations being independent and covenants surviving said termination or cancellation.

19. ASSIGNMENT OR SUBLEASE.

- A. Tenant shall not sublet the leased premises without prior written consent of Landlord in each instance. Tenant shall not assign this Lease without prior written consent of Landlord. No such assignment or subletting shall be deemed a waiver of this covenant. The consent of Landlord to an assignment or subletting shall not relieve Tenant from obtaining a like consent to all additional assignments of this Lease or subletting. Tenant shall remain primarily liable for the performance of all terms herein, including rent payments. Landlord may condition its consent to any assignment or subletting upon the right to receive one-half (1/2) of any profit Tenant may realize on account of such assignment, transfer or subletting of the Premises. For purposes of this subparagraph, "profit" shall mean any sum which the assignee, sub lessee or transferee is required to pay, in excess of the rents required to be paid by Tenant to Landlord under this Lease.
- B. Landlord may sell, assign or transfer the Premises or this Lease at any time, provided any purchaser, transferee or assignee shall take the Premises subject to the terms of this Lease. After such sale, assignment or transfer by Landlord, Landlord shall have no further liability under this Lease.

20. INSURANCE.

- A. **Comprehensive General Liability.**
 - i. Tenant, at its sole cost and expense, shall carry at all times while this lease is in effect, Comprehensive General Liability coverage. The Landlord shall be named as an additional insured.
 - ii. Tenant shall furnish a certificate of such insurance to Landlord. Such certificate shall state therein that the insurance evidenced thereby shall not be changed or canceled without forty-five (45) days' prior written notice to Landlord.
 - iii. The liability limits shall be as follows:
 - a. Bodily injury liability in an amount of not less than One Million Dollars (\$1,000,000) for injuries, including death, to any one (1) person in any one (1) occurrence, and in an amount of not less than One Million Dollars (\$1,000,000) covering injuries, including death, to more than one (1) person in any one (1) occurrence.
 - 1 b. Property damage liability in an amount of not less than One Million Dollars (\$1,000,000) covering damage to or destruction of property in any one (1) occurrence.
- B. **Increase in Insurance Rates.** In the event Tenant shall conduct itself or use or permit the Premises to be used in a manner which will increase the existing rate of insurance upon the Premises or other improvements owned or leased by Landlord, Tenant shall pay, as additional rent, any and all additional insurance premiums charged to Landlord as a result of Tenant's actions.
- C. **Selection of Insurance Carriers.** Tenant shall have the right to select the insurance carrier or carriers, provided that such carrier or carriers be acceptable to Landlord and be reputable companies authorized to do business in the State of Washington.
- D. **Waiver of Subrogation.** Each party hereto waives any and every claim which arises or may

arise in its favor and against the other party hereto during the term of this lease or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease regarding loss or damage to property of parties hereto.

21. **SUBORDINATION.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building thereon and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.
22. **MECHANIC'S LIENS.** Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease.
23. **BINDING EFFECT.** The terms of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. All obligations of Tenant not fully performed as of the expiration or earlier termination of the Term this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the premises. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including without limitation all heating and air conditioning systems and equipment therein, in good condition and repair as required upon termination. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this paragraph.

24. MISCELLANEOUS.

- A. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.
- B. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties that the in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid or enforceable.
- C. This Lease shall be governed by and its terms and conditions construed in accordance with the laws of the State of Washington, and the parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cowlitz County, State of Washington.
- D. Tenant waives any loss or damage to Tenant as a result of the exercise of the power of eminent domain by any governmental body, and the right to receive any portion of any condemnation award.
- E. All notices required by law or by this lease shall be in writing and be personally served or sent by registered or certified mail, return receipt requested. If such notice is served personally, service shall be conclusively deemed made at the time of the service. If service is registered or certified mail, return receipt requested, service shall be conclusively deemed made seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the parties to whom such notice is to be given. Any notice may be given at the addresses set forth above.
- F. No waiver by Landlord of any violation or breach of any of the terms provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing.
- G. Tenant agrees from time to time within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish such estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal on the dates shown below.

LESSOR:

PORT OF WOODLAND, a municipal corporation

By: _____

Dale Boon, President

By: _____

Gerald Peterson, Secretary

By: _____

Paul Cline, Commissioner

TENANT:

WOODLAND SCHOOL DISTRICT

By: _____

Superintendent

STATE OF WASHINGTON)

: ss

COUNTY OF COWLITZ)

On this _____ day of _____, 2015 before me personally appeared Dale Boon, Gerald Peterson and Paul Cline to me known to be the Port Commission of the Port of Woodland, a municipal corporation of the State of Washington and the corporation that executed the within and forgoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand on the date first hereinabove written.

NOTARY PUBLIC in and for the State of

Washington residing at _____

My commission expires: _____

STATE OF WASHINGTON)

ss

COUNTY OF COWLITZ)

On this _____ day of _____, 2015 before me personally appeared Michael Green to me known to be the authorized official named in the forgoing instrument to sign this document for Woodland School District, a Washington entity and the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand on the date first hereinabove written.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

My Commission expires: _____