

LEASE AGREEMENT

1. **DATE** June 25, 2026

2. **PARTIES** WOODLAND SCHOOL DISTRICT, NO. 404, hereinafter Referred to as "School District";

and

COWLITZ-SKAMANIA FIRE DISTRICT #7, a Washington public agency, hereinafter referred to as "Fire Protection District".

3. **LEASED PREMISES.** School District hereby leases to Fire Protection District and Fire Protection district hereby leases from School District that certain real property and easements and appurtenances thereto in Cowlitz County, State of Washington, which is legally described on Exhibit "A" attached hereto and incorporated herein (hereinafter the "Premises").

4. **USE OF PREMISES.** The Premises shall be used and occupied only for the lawful purposes of the Fire Protection District.

5. **TERM OF LEASE.** The term of this Lease shall be for a period of 10 years. The term of this Lease shall commence on 6/2/2026. Fire Protection District shall be entitled to possession of the Premises on the date of the parties's mutual execution of this Lease.

6. **RENT.** Fire Protection District shall be entitled to possess the Premises rent free.

7. **SURPLUS PROPERTY.** Pursuant to section 28A.335.040 RCW, the School District has determined that the Premises subject to the Lease are presently surplus and that it has the authority to lease said property to any person, corporation, or government entity, profit or nonprofit, commercial or noncommercial purposes. The School District has determined that said use by Fire Protection District shall be for a lawful purpose and will not interfere with the conduct of School District's educational program and related activities; Provided, however that the School District shall be permitted to recapture the leased surplus property at such time as the Premises shall be needed for school purposes. In the event the Premises are needed for school purposes, the School District shall give Fire Protection District 365 days' written notice of its intent to terminate the lease and recapture the property. In the event this occurs, the School District shall pay for the District improvements based on the fair market value of the improvements at the time of termination.

8. **IMPROVEMENT OF PREMISES.**

8.1 **Fire Protection District Improvements.** Except as set forth in Fire Protection District's final construction plans as now or hereafter revised, Fire Protection District shall not make any improvement to the Premises which in each instance cost more than \$10,000.00 without first obtaining School District's written consent, which consent shall not be unreasonably withheld. In no instance, however, shall Fire Protection District make any alteration which diminishes the value of the Premises.

8.2 **Approval of Plans.** Fire Protection District will submit all of its final construction plans for any improvements over \$10,000 to School District/School District's designated agent for review. Fire Protection District will also submit all construction plans to the agency with jurisdiction for issuance of necessary building permits. Fire Protection District shall be responsible for the cost of any permits needed to improve, repair, alter, or renovate the Premises.

8.3 **Completion of Construction.** Once construction is begun, Fire Protection District shall, with reasonable diligence, prosecute to substantial completion all construction of the Improvements. Fire Protection District shall not bring, cause to be brought, or permit to be brought or kept on the Premises anything which will in any way conflict with any local, state or federal law, ordinance, rule or regulation or commit or suffer to be committed any waste or use or allow the Premises to be used for any unlawful purpose.

8.4 **Retention of Improvements.** Without exception, all renovations, improvements, alterations and additions on or to the Premises at the commencement of the Lease term and that may be erected or installed during the term, shall become the property of School District.

8.5 **Sale of Premises.** In the event the School District sells the property to a third party during the term of this lease, any contract of sale shall require the purchaser to reimburse the Fire Protection District for the actual cost of all improvements made to the property by the Fire Protection District, for any improvements that exceed \$10,000.00.

9. **INDEMNITY, INSURANCE AND MUTUAL WAIVER OF SUBROGATION**

9.1 **Fire Protection District's Obligations.** Fire Protection District agrees to indemnify, defend and protect and save School District harmless from and against all claims arising from any act, omission or negligence of Fire Protection District, or its

contractors, licensees, invitees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person occurring at any time in, upon or about the Premises, and from and against all costs, expenses and liabilities arising directly or indirectly out of or in connection with any such claim or proceeding.

9.2 **School District Obligations.** School District agrees to indemnify, defend and protect and save Fire Protection District harmless from and against all claims arising from any act, omission or negligence of School District, or its contractors, licensees, invitees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person occurring at any time in, upon, or about the Premises and from and against all costs, expenses and liabilities arising directly or indirectly out of or in connection with any such claim or proceeding.

9.3 **Liability Coverage.** Fire Protection District agrees, at its own expense, to maintain in full force during the lease term a policy of general public liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Fire Protection District against liability for bodily injury, property damage, personal injury arising out of the operation, use, or occupancy of the Premises, and such other liability coverage which is customary for Fire Protection District.

9.4 **Property Coverage.** Fire Protection District shall obtain and keep in force during the term hereof, a policy of insurance covering loss of or damage to the Premises in the full amount of its replacement value.

9.5 **Policy Form/Content/Insurer.** All insurance required by express provisions of the Lease shall be carried only in responsible insurance companies enabled to do business in the State of Washington which are reasonably acceptable to School District. Fire District shall furnish School District with copies of any policies it obtains promptly on receipt of the copies, or with certificates evidencing the insurance. Before the earlier of commencement of the Lease or the date on which Fire Protection District takes possession of the Premises, Fire Protection District shall furnish School District with binders representing all insurance required by this Lease. The School District shall be named an additional insured for any insurance required under this Lease.

9.6 **Maintenance Obligations.** Fire Protection District agrees to keep and maintain the Premises and every part thereof, without exception, in good order, condition and repair.

10. **Liens.** Fire Protection District covenants and agrees to keep all of the Premises and every part thereof free and clear of and from any and all mechanic's, materialmen's and other liens for work or labor done, services performed or materials used or furnished to be used in or about the Premises for or in connection with any operations of Fire Protection District or any alteration, improvement, or repairs or additions which Fire Protection District may make or permit or cause to be made or any work or construction,

by or permitted by Fire Protection District on or about the Premises, and at all times promptly and fully pay and discharge any and all claims upon which any such lien may or could be based and to save and hold School District and all of the Premises free and harmless of and from any and all such liens and claims of liens or suits or other proceedings pertaining thereto.

10.1 **Contested Lien.** Notwithstanding the foregoing, the filing of a lien or encumbrance against the Premises shall not constitute a default if and so long as: (a) no defaults exist otherwise under this Lease;(b) Fire Protection District immediately commences its contest of such lien and continuously pursues the same in good faith and with due diligence; (c) provides a bond to stay execution of enforcement proceedings in the event of an appeal; and (d) Fire Protection District pays any final judgement rendered for the lien claimant within ten (10) days after the judgement is rendered for the lien claimant.

10.2 **Fire Protection District to Vacate.** On the last day or earlier termination of the Lease term, Fire Protection District shall quit and surrender the Premises, in good condition and repair (reasonable wear and tear and damage by acts of God excepted) together with all alterations, additions and improvements which may have been made in, to or on the Premises.

11. **DEFAULT AND REMEDIES.**

In the event of a breach of this agreement by either party, the non-breaching party shall be entitled to any and all remedies allowed by law.

12. **NOTICES.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be effective when actually delivered, upon completion of a facsimile transmission, or on the second day after the notice or document is deposited in the mail, if sent by certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

Leasor: Woodland School District
800 Second Street
Woodland, WA 98674

13. **WAIVER.** One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by a party to or of any act by the other requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent similar act.

DATED this _____ day of _____, 2026.

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

Exhibit "A"
Legal Description

Beginning at the N.W. corner of the East Half of the Northwest Quarter of Section 24; Township 6 North, Range 3 East of the W.M. as the place of beginning; thence East 1026 feet; thence South to the County Road; thence West following the line of the County Road to the West line of the East Half of the Northwest Quarter of Section 24, thence North to the place of beginning, the same being about 5.53 acres, more or less.

Exception therefrom: Beginning at a point 600 feet West of the N.E. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ Section 24, Township 6 North, Range 3 East of the Willamette Meridian; thence West 12 feet; thence South to the County Road; thence following the line of the County Road East 12 feet; thence North to the place of beginning.

Also excepting any portion conveyed to the State of Washington for State Secondary Highway 1-S and the relocation thereof.