

AGRICULTURAL LEASE

THIS AGREEMENT OF LEASE, made and entered into the **1st of April, 2009** by and between the **Woodland School District** (hereinafter referred to as "Landlord") and **Tyler Behrendsen**, hereinafter referred to as "Tenant").

WITNESSETH THAT

In consideration of the agreements of the parties hereinafter contained and the rent hereinafter provided to be paid by the Tenant to the Landlord, the parties covenant and agree as follows:

- I. **Property Management.** Landlord has signed an Interlocal agreement with the Port of Woodland, authorizing the Port of Woodland (hereinafter "Manager") to Manage the lease for Landlord.
- II. **Description of Leased Property:** The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the following real property:

as shown on the drawing attached hereto as Exhibit A.
- III. **Term:** This lease shall be for a term of **One (1) year** commencing the **1st of April, 2009** and ending at 12:00 midnight, on the **March 31, 2009**.
- IV. **Renewal: This lease is renewable for two, one- year periods.**
- V. **Rent:** The Tenant covenants and agrees to pay the Landlord for said premises as follows:

Annual Lease Rate: \$25 per acre, totaling: \$1,130.00 plus leasehold tax of 12.84%, for a grand total of \$1,275.09.

For purposes of determining rent the parties agree that the parcel contains **40** acres. Rent shall be paid in advance.
- VI. **Rent Security:** The Landlord waives rent security as provided in RCW 53.08.085.
- VII. **Use of Premises:** Tenant shall have the right to use the leased premises for the purpose of using the property to conduct agricultural/farming activities and activities customarily

conducted in connection therewith. Property must be kept in agricultural use. Landlord must approve agricultural use.

- VIII. Acceptance of Premise in Current Condition:** Tenant has inspected the premises and has knowledge of the conditions thereof. Tenant assumes all responsibility for building and maintaining fences, and other items necessary for the use of said premises. At Landlord's option, Tenant will remove all fences and other items placed on said property by Tenant at the termination of this lease.
- IX. Taxes and Assessments:** All taxes upon this lease, (including leasehold taxes) the interest of Tenant thereon and upon personal property on the leased premises, shall be paid by the Tenant before delinquency.
- X. Weed Control:** Tenant agrees at its expense, to control any noxious weeds or high grass of the boundaries of the leased property and the outer perimeter of the property (as shown on Exhibit A), per City of Woodland and State regulations, and when notified by the City of Woodland or the Landlord of a noxious weed, to immediately take the necessary steps to eradicate the problem.
- XI. Compliance and Laws:** Tenant agrees, at its expense, to comply with all laws and lawful municipal, state and federal laws and regulations now in force or hereinafter enacted during the term affecting its operations on the leased property.
- XII. Assignments:** There shall be no assignment or subletting of the above-described premises without the prior written consent of the Landlord.
- XIII. Inspection of Premises:** Tenant at any time during the lease term or renewal shall permit inspection of the leased premises during reasonable hours by the Landlord or its agents or representatives.
- XIV. Condition of Premises:** Tenant agrees and acknowledges that its representatives have inspected and are familiar with the condition of the leased premises on the date hereof, and accept them in their present condition and covenants and agrees that at the end of the term or sooner termination of this lease, it will surrender said premises to the Landlord in as good order and condition as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty accepted.
- XV. Termination of Lease:**

A. This lease and the interest of the Tenant hereunder shall not, without the prior written consent of Landlord, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant, and this lease and all rights of

Tenant hereunder shall, at the option of the Landlord, cease and terminate immediately and without notice upon proceedings in bankruptcy being instituted by or against the Tenant, or if a receiver or trustee shall be appointed of the Tenant's property, or if the Tenant makes an assignment for the benefit of creditors.

B. If Tenant shall fail to comply with any of the covenants, terms or conditions of this lease, or shall fail to pay the rental at the time and in the manner specified, Landlord shall have the right to terminate this lease upon fifteen (15) days notice in writing to Tenant, and at the expiration of said fifteen day period, the lease shall automatically expire without further action on the part of the Landlord, unless prior to the expiration of such fifteen day period, Tenant shall have cured such default.

XVI. Landlords Right to Terminate: The School District has purchased the Subject Property for the purposes of school facility expansion. If it is necessary for School purposes and school facility expansion, the Landlord shall have the right to terminate this lease on sixty-(60) days written notice to Tenant. In such a case the Tenant will only be liable for rent accruing prior to the termination date. Also, any out of pocket costs such as preparing for planting, planting, application of fertilizers and chemicals and their costs, etc. but not to include the harvest value of the products will be reimbursed to the Lessee, not to exceed \$500.

XVII. Indemnity. 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 if 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 judgements which are caused by or are a result of Landlord's negligent act or omission.

XVIII. Insurance.

- A. 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
- B. 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.
- C. 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 (1) one person in any one (1) occurrence.

D. 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.

XIX. Holding Over: If after the expiration of the original term, or the renewal, Tenant shall remain in possession without a written agreement as to such possession, such holding over shall constitute a tenancy from month to month only, at a monthly rental, payable in advance, payable to the last month's rent hereunder.

XX. Notices: All notices required or permitted by this lease to be given either party shall be in writing and shall be deemed given if actually deposited in the United States mail, postage prepaid and certified, addressed as follows;

If the Landlord, it shall be addressed to:

Port of Woodland
P.O. Box 87
Woodland, WA. 98674

If the Tenant, it shall be addressed to:

XXI. Parties Bound: This agreement shall be binding on and inure to the benefit of, the parties hereto, their heirs, administrators, executors, successors and assigns.

XXII. Time of Essence: Time is hereby declared to be the essence. A waiver of any default hereunder shall not be considered a waiver of any subsequent default or defaults.

XXIII. Litigation Expenses: In the event that any action at law or a suit in equity be brought to establish obtain or enforce any right by either of the parties under this lease, then the prevailing party in such action or suit shall be entitled to a reasonable attorney's fee allowance as well as the costs and disbursements of the action or suit.

DATED THE DAY AND YEAR FIRST ABOVE WRITTEN,

SCHOOL DISTRICT

Michael Green, Superintendent

TENANT



Tyler Behrendsen

STATE OF WASHINGTON)
COUNTY OF COWLITZ)

On this day personally appeared before me Michael Green to me known to be the Superintendent of the Woodland School District, and acknowledge the forgoing instrument to be the free and voluntary act and deed of said Woodland School District, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the Woodland School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, _____.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires: _____

STATE OF WASHINGTON)
COUNTY OF COWLITZ)

On this day personally appeared before me, Tyler Behrendson to me known as the authorized individual named in the forgoing instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15th day of June, 2009.

Carol Moore

NOTARY PUBLIC in and for the State of
Washington, residing at Woodland
My Commission expires: 12-13-12

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID EV
BEHR-TYDATE (MM/DD/YY)
05/14/09

PRODUCER

Woodland Insurance Agency, Inc
557 Goerig St
Woodland WA 98674-9442Woodland Insurance Agency, Inc
Phone No. 360-225-8217 Fax No. 360-225-7613

INSURED

TYLER BEHRENDSEN
5016 NW Vista Dr.
Woodland WA 98674

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A LIBERTY NORTHWESTCOMPANY
BCOMPANY
CCOMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				BODILY INJURY OCC	\$
<input type="checkbox"/>	COMPREHENSIVE FORM				BODILY INJURY AGG	\$
<input type="checkbox"/>	PREMISES/OPERATIONS				PROPERTY DAMAGE OCC	\$
<input type="checkbox"/>	UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG	\$
<input type="checkbox"/>	PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC	\$
<input type="checkbox"/>	CONTRACTUAL				BI & PD COMBINED AGG	\$
<input type="checkbox"/>	INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG	\$
<input type="checkbox"/>	BROAD FORM PROPERTY DAMAGE					
<input type="checkbox"/>	PERSONAL INJURY					
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person)	\$
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE	\$
<input type="checkbox"/>	ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
<input type="checkbox"/>	HIRED AUTOS					
<input type="checkbox"/>	NON-OWNED AUTOS					
<input type="checkbox"/>	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
<input type="checkbox"/>	UMBRELLA FORM				AGGREGATE	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL			EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
A	FARM LIABILITY	01FR20884210	04/23/09	04/23/10	FARM LIAB	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is Additional Insured as respects their interest in the 40 acres leased by the insured located at Section 11, Township 5N, Range 1W, Cowlitz County; subject to policy conditions, limitations, and exclusions.

CERTIFICATE HOLDER

Woodland School District
C/O Port of Woodland
Attn: Eric Rainford
PO Box 87
Woodland WA 98674

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.