

COMMERCIAL LEASE AGREEMENT

This lease agreement is made and entered into by and between PORT OF GARFIELD, a municipal corporation, hereinafter called "Lessor," and CITY OF POMEROY, WASHINGTON, a municipal corporation, hereinafter called "Lessee," upon the following terms and conditions:

- 1. Premises:** The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, those certain premises in the City of Pomeroy, County Garfield, State of Washington, described in Exhibit "A", attached hereto.
- 2. Term:** The term of this lease shall be for twenty years (20), commencing on the date of execution by the last party to execute, and ending on September 18th, 2020. The twenty-year lease is valid only if the Interagency Committee for Outdoor Recreation awards the funding to the City of Pomeroy for restrooms at the ball fields. If the funding is not awarded, the term of this lease shall be for ten years (10), commencing on the date of execution by the last party to execute, and ending on September 18th, 2010. Under the 10-year lease, the Lessor shall have the right to terminate this lease if the leased property needs to be made available for rent to an industrial or commercial tenant dealing with the Lessor.
- 3. Purpose:** Said premises are to be used for development of baseball fields, and for no other purpose without the written consent of the Lessor first obtained.
- 4. Rent:** The Lessee agrees to pay annual rent in the One Hundred and No/100 Dollars (\$100.00) per year, on or before the first day of December during each year of the lease term. The rental is subject to renegotiation on an annual basis, but in no event will the annual rent exceed \$1,200.00 per during the lease term.
- 5. Utilities and Maintenance:** Lessee agrees to pay for its own waste disposal, water and other utilities, and for maintenance of the premises, including any mowing, fertilizing, irrigation, and weed control required on the premises. Electrical costs and maintenance of the restrooms will be the responsibility of the Lessee only during the organized baseball season.
- 6. Fixtures:** Lessee agrees to furnish all their own lighting fixtures, and all other fixtures and personal property peculiar to the operation of the Lessee. Lessee will provide portable toilets until permanent facilities are available. Lessor agrees to the removal of all said equipment by the Lessee at the termination on this lease.
- 7. Water and Sewer Services:** Lessee acknowledges that the premises are not currently served by water or sewer hookups. Any costs to provide water or sewer to the premises are the sole responsibility of Lessee.
- 8. Assignment and Subletting:** Lessee shall not assign this lease or any interest therein, or any right or privilege appurtenant thereto, without the written consent of the Lessor.

Lessor, however, consents to the subletting of the premises by Lessee to the Pomeroy School District #110.

9. Default by Lessee: This lease is made upon the express condition that, if the Lessee fails to pay the rental after the same shall become due and such failure shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, or if Lessee fails or neglects to perform any of the Lessee's other obligations hereunder, and such failure or neglect shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor, at any time thereafter, by written notice to the Lessee, may lawfully declare the termination hereof and reenter said premises or any part thereof and, by due process of law, put out the Lessee or any person or persons occupying said premises.

10. Default by Sublessee: This lease is made upon the express condition that, if the Sublessee fails to pay the rental after the same shall become due and such failure shall continue for a period of twenty (20) days after written notice thereof from the Lessor or Lessee to Sublessee, or if Sublessee fails or neglects to perform any of the Sublessee's other obligations under the sublease, and such failure or neglect shall continue for a period of twenty (20) days after written notice thereof from the Lessor or Lessee to the Sublessee, then the Lessee, at any time thereafter, by written notice to the Lessor and the Sublessee, may lawfully declare the termination hereof and reenter said premises or any part thereof and, by due process of law, put out the Sublessee or any person or persons occupying said premises, recover any property of Lessee, and discontinue all water and sewer services.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

LESSOR:
PORT OF GARFIELD

By: _____ Date _____
Commissioner
By: Gert Eksson Date 9-18-00
Commissioner
By: Nick Walder Date 9-18-00
Commissioner

LESSEE:
CITY OF POMEROY

By: Chy Dan Date 9/19/00
Mayor
Attest: Deann M. M. M. Date 9-14-00
City Clerk/Treasurer

SUBLEASE

Sublease made between POMEROY SCHOOL DISTRICT #110, a public school district, herein referred to as "Sublessee." CITY OF POMEROY, a Washington municipal corporation, herein referred to as "Lessee," and PORT OF GARFIELD, a Washington corporation, herein referred to as "Lessor," commencing on the date of execution by the last party to execute

Recitals

1. Lessor, by lease dated executed 9/14/2000, 2000, leased to Lessee, the premises located and described in Exhibit "A", attached hereto.

2. The lease provides that Lessee may sublet the premises to Sublessee.

In consideration of the mutual covenants contained the parties agree as follows:

1. Lessor consents to the sublease requested, provided that Sublessee shall be bound by each and every covenant and condition contained in the lease between the Lessor and the Lessee, a copy of which is attached hereto as Exhibit "B", except Lessee shall be responsible for providing water and sewer to the premises, including hookup at Lessee's expense.

2. Sublessee shall perform all the covenants and conditions contained in the lease to be performed by Lessee, except as provided herein, and Sublessee shall be and is bound by each and every covenant and condition contained in the lease, except as provided herein.

3. Neither the subleasing of the above described premises nor anything contained in this agreement shall release Lessee from the obligation to perform and be bound by all the covenants and conditions in the lease, excepting;

(a) This lease made upon the express condition that, if the Sublessee fails to pay the rental after the same shall become due and such failure shall continue for a period of twenty (20) days after written notice thereof from the Lessor or Lessee to Sublessee fails or neglects to perform any of the Sublessee's other obligations under the sublease, and such failure or neglect shall continue for a period of twenty (20) days after written notice thereof from the Lessor or Lessee to the Sublessee, then the Lessee, at any time thereafter, by written notice to the Lessor and the Sublessee, may lawfully declare the termination hereof and reenter said premises or any part thereof and, by due process of law, put out the Sublessee or any person or persons occupying said premises, recover any property of Lessee, and discontinue all water and sewer services.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

LESSOR:
PORT OF GARFIELD

LESSEE:
CITY OF POMEROY

SUBLESSEE:
POMEROY SCHOOL
DISTRICT #110

Commissioner Date

Curt Chassen 9-18-00
Commissioner Date

Nick Walder 9-18-00
Commissioner Date

Cheryl Ann 9/14/00
Mayor Date

Attest

Maureen Martin 9-18-00
City Clerk/Treasurer Date

Linda K. McKernan 9-13-00
Chairman of Board Date

[Signature] 9-13-00
Secretary of Board Date