

LANDFILL PROPERTY LEASE

THIS LEASE is made and entered into this _____ day of _____, 2023, by and between the CITY OF LYNDEN, a municipal corporation of the State of Washington, hereinafter called "Lessor," and BAY-LYN STORAGE LLC, a Washington Limited Liability Corporation (LLC), hereinafter called "Lessee." Collectively referred to herein as "Parties".

RECITALS:

A. Lessee wishes to lease the above-ground portion of the property legally described in Paragraph 1 below (the "Premises") for use as a publicly accessible storage facility, and Lessor wishes to lease the above-ground portion of the Premises to Lessee on the terms and conditions set forth herein.

B. The Premises are comprised of land on a parcel formerly operated as a landfill ("Lessor's Landfill"). Lessor's Landfill has since been closed, and Lessor is engaged in remediation / containment measures that are planned to be installed on Lessors property to the east which is accessed through the Premises. The lessor agrees to cooperate to facilitate such measures.

C. The Lessor has ongoing obligations to perform certain mitigation on the Lessor's Landfill pursuant to a court order entered in settlement of a Clean Water Act lawsuit and all such court mandated requirements pertaining to the Premises shall remain the obligation of Lessor, unless otherwise provided herein.

D. Lessee intends to improve the Premises for use as a publicly accessible storage facility.

E. The City of Lynden shall benefit from the improvements to be made by the Lessee and from the retail taxes, and revenue taxes of the business.

The city will also benefit from the business being a desirable community asset, which will allow public access to long term storage for personal items, equipment, boats, rvs, and cars that would otherwise be sitting in driveways across town.

In recognition of the foregoing recitals, and in consideration of the covenants and agreements hereinafter contained, the Parties hereto agree as follows:

DEFINITIONS

A. "Contaminant" shall mean any Hazardous Waste, Medical Waste, Unacceptable Waste, dangerous waste or solid waste identified in subsection B.1 or B.2 below, any fossil fuel, or other waste material not meeting the definition of Municipal Solid Waste.

B. "Municipal Solid Waste" ("MSW") shall mean:

A subset of solid waste as that term is defined in WAC 173-350-100, which includes unsegregated garbage, refuse and similar solid waste material discarded from residential, commercial, institutional and industrial sources and community activities, including residue after recyclables have been separated. The term MSW does not include:

1. Dangerous wastes, as defined in WAC 173-303-040, other than wastes excluded from the requirements of chapter 173-303 WAC, Dangerous waste regulations, in WAC 173-303-071 such as household hazardous wastes;

2. Any solid waste, including contaminated soil and debris, resulting from response action taken under section 104 or 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601), chapter 70.105D RCW, Hazardous waste cleanup -- Model Toxics Control Act, chapter 173-340 WAC, the Model Toxics Control Act cleanup regulation or a remedial action taken under those rules; nor

3. Mixed or segregated recyclable material that has been source-separated from garbage, refuse and similar solid waste. The residual from source separated recyclables is MSW.

C. "Hazardous Waste" shall mean:

1. any dangerous or extremely hazardous waste as defined in Chapter 70. 105 RCW or designated by rule adopted thereunder; or

2. waste that is required to be accompanied by a written manifest or shipping document describing the waste as " hazardous waste" or " dangerous waste," pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U. S. C. § 6901, et seq ., and the Model Toxics Control Act, Chapter 70. RCW, as amended, and the regulations promulgated thereunder; or

3. contains polychlorinated biphenyls or any other substance the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U. S. C. § 2601 -2654, as amended, and the regulations promulgated thereunder; or

4. contains a radioactive material the storage, transportation or disposal of which is subject to state or federal regulation.

1. PREMISES:

A. Description. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the above-ground portion of those certain premises in the County of Whatcom, State of Washington, more particularly described as follows:

Lot A of the Birch Bay Lynden Road Pipe Stem Short Plat as Recorded under Whatcom County Auditor File No. 2017-0601570.

Together with and subject to all Easements, Covenants, Restrictions and Agreements of Record.

Situate in Whatcom County, Washington.

Whatcom County Tax Parcel No. 4002243960500000

(collectively "Premises")

B. Acceptance of Premises. Except as specified in this Lease, Lessor makes no representations or warranties to Lessee regarding the Premises. Lessee acknowledges it has had an adequate opportunity to investigate the Premises and acknowledges and accepts the suitability of the Premises for its purposes and assumes the responsibility for making any corrections, alterations, and repairs to the Premises necessary to use the Premises, including access subject to any ongoing obligations of Lessor specifically identified herein. Lessee agrees to and shall lease the Premises "as is" with all faults relying only upon its own investigations of the Premises for purposes of Lessee's satisfaction of the Premises.

2. IMPROVEMENTS:

A. Lessor may improve the Premises for purposes consistent with uses contemplated in this Lease. The improvements anticipated include leveling the Premises by the addition of gravel suitable for creating a parking area, and to provide for proper drainage, adding lighting, security fencing, mobile storage containers, solar panels, a small temporary (tent) structure and or mobile office, and the extension of utilities to that office.

All improvements by Lessee shall be undertaken only in strict accordance with

any and all regulations and conditions that may be imposed by any federal, state or local regulatory (collectively "governmental") authority and any such improvements shall be enclosed unless Lessor agrees otherwise in writing, and only under the conditions of Paragraph 12(B).

B. The actual costs of City-approved improvements made to the Premises by the Lessee will be credited toward future rent payments. Paid receipts must be provided by the Lessee to the City for validation of actual costs.

C. Upon termination of this Lease, Lessee shall have the right to remove any portable facilities constructed unless the parties mutually agree to allow them to be retained on site for the use of future lessees. The Lessor and Lessee agree that improvements installed to protect the environment including the gravel and fencing shall remain on the Premises. Upon termination of this Lease the Lessee shall restore the Premises to its original or better condition. Restoration to the "original" condition shall mean the condition at the commencement of the Lease. Any restoration shall conform to all governmental permits or approvals.

3. TERM AND TERMINATION:

The term of this Lease shall commence **XX, XX, 2023**, and shall run for a term of **Thirty (30)** years. Thereafter, this Lease shall automatically renew for two (2) additional **ten (10)** year terms unless either Party provides written notice of termination to the other Party not less than one (2) years prior to expiration of the current term. This Lease may be terminated as provided by this section or other section of the Lease, or by mutual agreement of the parties.

4. RENT:

During the term of this Lease, Lessee shall pay to Lessor annual rent in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00), less a credit for the actual costs of City-approved improvements in accordance with Paragraph (2)(B), on or before the 1st day of **July**.

5. TAXES:

Lessor shall remain responsible for all property taxes, (including local improvement district assessments or other special assessments, levies and charges) assessed against Premises. Lessee shall pay all local, state, or federal taxes associated with Lessee's business and improvements, including, but not limited to, any utility taxes, business and occupation taxes, sales taxes, personal property, leasehold and income taxes which are in place now or in the future. Lessee expressly acknowledges that after execution of this Lease the City of Lynden may increase current utility, business, or other taxes, any number of times, which increases will likely be applicable to Lessee's use of the Premises.

6. USE OF PREMISES:

A. Uses. Lessor agrees with the use of the Premises by the Lessee, **A publicly accessible storage facility for boats, RV's, cars, equipment, and personal belongings.**

B. Contamination. Lessee further agrees not to engage in any activity which would cause contamination of the Premises or the unlawful release of existing Contaminants on the Premises and will be further responsible for any damage or liability arising out of Lessee's storage or spillage of any Contaminants. Lessee agrees to indemnify and hold the Lessor harmless for any claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation, diminution in the value of the Premises, by third parties or any proceedings by a governmental authority arising out of contamination of the Premises or the unlawful release of existing Contaminants on the Premises, caused by Lessee. This indemnification by Lessee of Lessor includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remediation or restoration work because of Contaminants present or unlawfully released on the Premises, or in the soil or groundwater on or under the Premises, as a result of Lessee's acts or omissions. Lessee shall immediately notify Lessor of any inquiry, investigation or notice that Lessee may receive from any third party regarding actual or suspected presence of Contaminants on the Premises.

Lessor acknowledges that the Premises contain some level of contamination at the inception of the Lease. The Lessor further acknowledges it is subject to a court order requiring certain ongoing monitoring and mitigation and that additional monitoring and mitigation may be required as a result on an ongoing Washington Department of Ecology ("Ecology") investigation of an arsenic plume affecting groundwater beneath the Premises. Lessor shall indemnify and hold the Lessee harmless for any claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation, diminution in the value of the Premises, by third parties or any proceedings by a governmental authority arising out of Lessor's use, occupancy, conduct, operation or management of the Lessor's Landfill, including any claims arising from Hazardous Waste or contamination on, in, or under the Premises as of the commencement date of this Lease, and also including any other environmental condition, whether now known or hereafter discovered, that preexisted the commencement date of this Lease; PROVIDED, however, that such indemnification shall not include any contamination introduced to the Premises by Lessee, or any release of existing contamination on the Premises by Lessee which was contained at the commencement of the Lease and which would have remained contained but for Lessee's acts.

C. Monitoring. Lessee agrees that Lessor shall have a right to reasonable entry and access to the Premises to remediate, conduct monitoring, manage or improve the conditions of the existing Lessor's Landfill and Premises. Lessee acknowledges the existence of a court order requiring ongoing monitoring and mitigation on the Premises which may require ongoing and future monitoring and mitigation. Lessee shall freely grant access to the Premises to Lessor and any authorized governmental agencies for purposes of monitoring and mitigation associated with these matters.

D. Lessor's Reservation. Lessor owns and uses a 75-foot metal tower located on the Premises for its Fire Department training purposes. Lessor reserves the right to maintain and use the existing 75-foot metal tower located on the Premises for its Fire Department training purposes. Lessee acknowledges that the terms of this Lease, including without limitation the Uses, are subject to this Reservation and Lessee shall not remove said tower.

7. REPAIRS:

Lessee, during the term of this Lease or any extension or renewal of this Lease, shall, at Lessee's expense, make all repairs as shall be reasonably necessary to keep the Premises in good condition and repair. Lessee further agrees that all damage or injury done to the Premises by Lessee or by any person who may be in or upon the Premises, except Lessor, Lessor's agents, servants and employees, and individuals present on the Premises in connection with the Lessor's Landfill, shall be repaired by Lessee at Lessee's expense. Lessee agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender said Premises in good condition and repair, reasonable wear and damage by act of God or fire or other causes beyond the control of Lessee excepted.

8. ASSIGNMENT AND SUBLETTING:

Lessee may assign its interest in this Lease, or sublet the Premises, provided it first obtains written consent from Lessor, which consent shall not be unreasonably withheld. Lessor may reject a particular assignee or sub-lessee based on the financial health of the proposed entity. Also, any approved assignee or sub-lessee may be subject to conditions as Lessor may reasonably deem appropriate. In particular, the Parties contemplate that Lessee may desire to assign this Lease or sublet the Premises or a portion of the Premises to an affiliate, or different entity engaged in the same business as Lessee. In the event that Lessor has reasonable cause to believe that the operation of a sub-tenant or assignee may result in contamination or other illegal activity on the premises, Lessor may withhold consent.

Notwithstanding the foregoing, no assignment or subletting shall release or relieve the Lessee from performing all obligations in the manner called for in this Lease.

9. INSOLVENCY; ATTORNEY'S FEES, AND DEFAULT.

A. If any proceedings of bankruptcy or insolvency be filed against Lessee or if any writ of attachment or writ of execution be levied upon the interest herein of Lessee and such proceedings or levy shall not be released or dismissed within 60 days thereafter, or if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if Lessee shall make an assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, Lessor, at Lessor's election, may re-enter and take possession of said Premises and remove all persons therefrom and may, at Lessor's option, terminate this Lease.

B. In the event of any litigation between the Parties hereto arising out of this Lease, or the leased Premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as a part of the costs therein.

C. This Lease is made upon the express condition that if Lessee fails to pay the rental reserved hereunder or any part thereof or taxes due, the Lessor after the same shall become due, and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee, or if Lessee fails or neglects to perform, meet or observe any of Lessee's other obligations hereunder and such failure or neglect shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee, then Lessor at any time thereafter, by written notice to Lessee, may lawfully declare the termination of this Lease and re-enter said Premises or any part thereof, and by due process of law, expel, remove and put out Lessee or any person or persons occupying said Premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for preceding breach of covenant or conditions.

Notwithstanding any other provision of this Lease, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where Lessee has commenced upon the said work of curing said default and is diligently pursuing same, then Lessor may permit reasonable time extensions to permit the completion of said work of curing said default, as a condition precedent to any re-entry by Lessor or termination of this

Lease by Lessor, and any defect that is cured shall not thereafter be grounds for re-entry or for termination.

D. The subsequent acceptance of rent or tax including any current or future solid waste utility tax or business tax hereunder by Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by Lessee other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

10. INDEMNITY AND INSURANCE:

A. Personal Property. All personal property or improvements including without limitation buildings or structures placed on the Premises by the Lessee, its agents, employees or volunteers, shall be at the sole risk of the Lessee and the Lessor shall have no responsibility for damage to or destruction or loss of said personal property or improvements.

B. Indemnity. Lessee hereby agrees to defend and indemnify Lessor, its officers, employees, agents against and to hold Lessor, its officers, employees, agents harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon, or about the Premises or the access, parking area and sidewalks adjacent thereto during the term of this Lease, PROVIDED however, that Lessee's indemnity shall not extend to claims or demands related to Lessor's operation, maintenance, monitoring, or remediation of Lessor's Landfill or Lessor's Reservation as set forth in Paragraph 6 hereto. As to any and all claims or demands related to such operation, maintenance, monitoring, and remediation of Lessor's Landfill or use of the Premises in accordance with the Lessor's Reservation, Lessor agrees to indemnify Lessee and to hold Lessee harmless.

C. Insurance. Lessee agrees to take out and maintain with a reputable insurance company admitted to do business in Washington or in the alternative, rated A- or better by Best's Insurance Rating at Lessee's sole cost and expense, commercial general liability insurance against property damage or personal injury arising out of the use of or occurring on or about the Premises, with liability limits of property damage and personal injury. Lessor reserves the right to reject any or all insurance carriers with an unacceptable financial rating. Lessor, its officers, agents and employees, shall be named as co-insured or additional insured on all such policies, and shall be entitled to a certificate of the insurer showing said coverage to be in effect. Lessee covenants and agrees that the liability insurance to be provided by Lessee shall have limits of no less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate. Lessee shall also maintain environmental liability coverage at its sole cost and expense in amount not less than \$2,000,000.00 to cover liability and costs for Lessee acts or omission causing contamination of the Premises not present at the

commencement of the Lease or causing release of existing Contaminants on the Premises which are contained the commencement of the Lease.

D. The Parties each specifically and expressly waive any immunity that each may be granted under the Washington Industrial Insurance Act, Title 51 RCW.

E. Survival. Except with regard to Paragraph 10(C), the provisions of this section shall survive expiration or termination of this Lease.

11. UTILITIES, MAINTENANCE AND SERVICES:

Except as provided herein, Lessee agrees to pay for all water, sewer, stormwater, fuel, gas, oil, heat, electricity, power, materials, and services which may be furnished to or used by Lessee in or about the Premises and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission. The maintenance of the Premises, including the interior, exterior, and structural elements of any improvements thereon, shall be the responsibility of Lessee. Maintenance of the existing Lessor's Landfill shall remain the sole responsibility of the Lessor, subject to the provisions of paragraph 6.E. Lessor's maintenance of Lessor's Landfill shall not include responsibility or expense relating to controlling or remediating any leachate or contamination of the Premises which may result from Lessee's operations.

Lessor agrees to provide on the Premises metered water and sanitary sewer connections and an access point to its stormwater facility. Lessee is responsible for any water and sewer connection charges and any monthly water and sewer fees, rates or charges now existing or imposed in the future by the City. Lessee shall ensure that sanitary sewer and stormwater is appropriately treated prior to discharge in accordance with City regulation. The Lessee further agrees to minimize stormwater discharge into Lessor's sanitary sewer system. Lessee is responsible for any stormwater connection charges and any monthly stormwater fee, rate or charge now existing or imposed in the future by the City.

12. ENTRY AND INSPECTION; ALTERATIONS; CONDEMNATION; ABANDONMENT.

A. The Lessee shall permit Lessor and agents to enter the Premises at all reasonable times for the purpose of inspection of the Premises and such right of entry for such purpose shall be made without any rebate of rent to the Lessee for any loss of occupancy or quiet enjoyment of the leased premises thereby occasioned, provided however, that Lessor, in exercising its right of entry, shall do so in such manner so as to minimize or eliminate any interference with the Lessee's right to quiet enjoyment of the premises.

B. Subject to terms and conditions elsewhere stated in this Lease, the Lessee shall have the right to make any and all alterations or improvements on

the Premises, provided that no alterations be made that shall diminish the value of the Premises and such improvements or alterations shall be made at the sole expense of Lessee and Lessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

C. If the whole of the Premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day.

If a portion of said demised Premises shall be condemned or taken and, as a result thereof there shall be such a major change in the character of the premises as to prevent Lessee from using the same in substantially the same manner as theretofore used, then and in that event, the Lessee may either cancel and terminate this Lease, as of the date when the part of the Premises so taken or condemned shall be required for such public purpose, or said Lessee may continue to occupy the remaining portion, provided, however, the Lessee shall give written notice to the Lessor, within 15 days after the date of any taking or vesting of title, of its election. In the event Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining space.

The entire award of damages or compensation for the unimproved real property portion of the Premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of the Lessor, and the Lessee hereby assigns to Lessor any and all such award or purchase price representing the unimproved real property portion of the premises. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any improvements installed in the demised Premises by the Lessee and in the case of a partial condemnation of the demised Premises, the cost, loss, or damages sustained by Lessee as the result of any alterations, modifications, or repairs which may be reasonably required of Lessee in order to place the remaining portion of the demised premises not so condemned in a suitable condition for Lessee's further occupancy.

D. Lessee agrees not to vacate or abandon the Premises at any time during the demised term. Should Lessee vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this Lease and, in addition to any other rights

which Lessor may have, Lessor may remove any personal property belonging to Lessee which remains on the demised premises and store the same, such removal and storage to be for the account of this Lessee. Upon termination of the Lease for any cause whatsoever, including vacation or abandonment by the Lessee, the Lessee must remove all personal property thereon, and in the event that Lessee fails to commence removal within ten (10) days from the termination of this Lease, and if Lessor elects to remove such property, then Lessee shall be responsible for reimbursing Lessor for such costs.

13. LAWS AND REGULATIONS:

Lessee at Lessee's own cost and expense shall comply promptly with all laws, rules, and orders of all Federal, State and Municipal governments, or departments, which may be applicable to the leased Premises, and shall likewise promptly comply with the requirements of the Board of Fire Underwriters concerning the Premises. Lessee shall not cause or permit to be caused, by act or omission, any condition, act or practice on the Premises that would violate any federal or state statute or any federal, state, or local regulation now existing or adopted in the future intended to provide or providing environmental protection of land or water resources, PROVIDED, however, that the foregoing shall not apply to conditions on the Premises existing at the commencement of this Lease which are undisturbed by Lessee or to conditions, acts or practices caused by Lessor, and PROVIDED FURTHER, that any and all costs, expenses and actions associated with legal and regulatory compliance related to Lessor's Landfill shall be borne by Lessor, except as stated in this Lease.

14. NOTICES:

All notices to be given to the Lessee shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessee at:

Carlos Becerra
BAY-LYN STORAGE LLC
8038 Guide Meridian
Lynden, WA 98264

Notices by Lessee to Lessor shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessor at:

Mayor
City of Lynden
300 4th St.
Lynden, WA 98264

Notices shall be deemed delivered when deposited in the United States mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

15. HOLDING OVER:

Any holding over after the expiration of said term, with the consent of the Lessor, shall be construed to be a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable.

16. RELATIONSHIP OF PARTIES:

It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant and that Lessor has no ownership in Lessee's enterprise and that this Lease shall not be construed as a joint venture or partnership. Lessee is not and shall not be deemed to be an agent or representative of Lessor.

17. PERSONAL PROPERTY:

Lessor acknowledges that Lessor has no interest in any personal property such as but not limited to, the small temporary structure or mobile office described in Paragraph (2)(A), or equipment or furniture and fixtures or any other materials which may be brought onto the Premises by Lessee and that Lessee is the sole owner thereof. Lessee shall remove all of the same at the termination of this Lease, and shall be permitted sixty (60) days after the effective date of termination of the term or any renewal or hold-over term within which to accomplish the removal, and shall be obligated to repair any damage caused by removal, unless Lessor, at Lessor's sole option, agrees to permit all or a portion of such personal property or equipment or furniture and fixtures or any other materials to remain on the Premises, in which case such personal property or equipment or furniture and fixtures or any other materials shall become the property of the Lessor.

19. LIENS AND ENCUMBRANCES

A. Liens. The Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee.

B. Encumbrances. It is understood and agreed that Lessee shall have no right to grant any mortgage, indenture, hypothecation, assignment, deed of trust, security agreement, financing statement or other document or instrument (hereinafter collectively and individually referred to as a "mortgage") to secure the payment of any sum or the performance of any obligation, where such mortgage includes the

legal description or street address of the Premises, or any part thereof without the prior written approval of the Lessor which approval, if given, may be subject to such conditions as the Lessor may deem appropriate.

20. SUCCESSORS:

All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, assigns and sub-lessees of the Parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy, or use contrary to the provisions of the paragraph herein contained entitled Assignment and Subletting.

21. MISCELLANEOUS:

21.1 Time is of the essence of this Lease and of all provisions hereof, except in respect to the delivery of possession of the demised Premises at the commencement of the term hereof.

21.2 This Lease shall be construed and enforced in accordance with the laws of the State of Washington.

21.3 This Lease contains the entire agreement of the Parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.

21.4 Lessee, at Lessee's option, may prepare a Memorandum of this Lease for recordation purposes.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the day and year first above written.

LESSOR:

LESSEE:

CITY OF LYNDEN
BY: Scott Korthuis, Mayor

BAY-LYN STORAGE LLC
By: Carlos G. Becerra
Its: Managing Member

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this day personally appeared before me SCOTT KORTHUIS, to me known to be the MAYOR of the City of Lynden, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2018.

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

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this day personally appeared before me Carlos G. Becarra, to me known to be the President of MMS HOLDINGS, LLC, the corporation that executed the 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 on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2018.

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