

SITE LEASE AGREEMENT

This site lease agreement ("Lease") dated as of July 1, 2010, is between **PUGET SOUND CLEAN AIR AGENCY**, a municipal corporation ("Lessee"), whose address is 1904 Third Avenue, Suite 105, Seattle, WA 98101, and **MARYSVILLE SCHOOL DISTRICT NO. 25**, a municipal corporation ("Lessor"), whose address is 4220 80th Street NE, Marysville, Washington 98270-3498.

The parties hereto agree as follows:

1. **Premises.** Lessor represents that Lessor owns the real property commonly known as Asbury Field 1605 Seventh Street, Marysville, WA 98270. Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") consisting of approximately Three Hundred Sixty (360) square feet of space as depicted in Exhibit "A", including any applicable easements for access and utilities (the "Premises").
2. **Use.** The Premises may only be used by Lessee for any lawful activity related to the establishment and maintenance of an ambient air monitoring site, including without limitation, the operation and maintenance of ambient air monitoring samplers and related equipment. The monitoring site will be enclosed by a commercial grade fence and type-A landscape. Lessee is fully responsible for maintenance of the landscape on the premises. Lessor agrees, at no expense to Lessor, to reasonably cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's permitted use of the Premises.
3. **Condition Precedent.** The Commencement Date (as such term is defined below) is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental licenses, permits and approvals enabling Lessee, or its assigns, to construct and operate ambient air monitoring facilities on the Premises.
4. **Term.** The term of this lease ("Term") shall be five (5) years commencing on July 1, 2010. The termination date of this lease is June 30, 2015.
5. **Termination.** The Lessor shall have the right to terminate this lease at any time by providing sixty (60) day advance written notice to the Lessee and by specifying the effective date of the termination. The Lessee shall have the right to terminate this lease at any time by providing sixty (60) day advance written notice to the Lessor and by specifying the effective date of the termination.
6. **Term Extension.** If the Lessee and Lessor mutually agree to extensions to the term of this lease, the agreement must be made by written amendment to the lease.
7. **Rent.** Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Two Hundred Fifty Dollars (\$250) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified herein. Funding for any payments by the Lessee after July 1, 2010 is contingent upon approval of funding by the Lessee Board of Directors.

8. Communications. The following persons shall be the contact person for all communications regarding the performance of this lease.
 - a. Lessee: Matthew Harper, Air Monitoring Lead, Phone 206-689-4009, matth@psc Cleanair.org or as determined by Lessee, 1904 Third Avenue, Suite 105, Seattle, WA 98101.
 - b. Lessor: John Bingham, Phone 360-653-0846, john_bingham@mssl.k12.wa.us or as determined by Lessor, 4220 80th Street NE, Marysville, Washington 98270.
9. Changes. The Lessee and Lessor may require changes in the conditions of this lease. The Lessor and Lessee shall mutually agree to the changes by written amendment to the lease prior to any changes in the conditions of this lease.
10. Insurance. Lessee shall at its expense procure and maintain throughout the term of the Lease, the following insurance: (1) Commercial General Liability with limits of \$1,000,000.00 per occurrence, covering Lessee's use, occupancy and operations on the Premises; (2) Automobile Liability as required by law; (3) workers' Compensation and Employers' Liability in accordance with the provisions of Title 51 of the Revised Code of Washington and covering Lessee's employees' industrial accidents and injuries. Prior to taking occupancy, Lessee shall furnish Lessor with a Certificate (s) of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
11. Lessor Not An Employee of the Lessee. The Lessor and its employees or agents are not employees of the Lessee and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Lessor shall not hold itself out as nor claim to be an officer or an employee of the Lessee by reason hereof, nor shall the Lessor make any claim of right, privilege or benefit which would accrue to an employee under the law.
12. Indemnification. Each party to this lease shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this lease shall be responsible for the acts and/or omissions of entities or individuals not a party to this lease.
13. Assignment. The lease is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.
14. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.
15. Licensing, Accreditation, and Registration. The Lessor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this lease. Both parties shall comply with all applicable

local, state, and federal laws, regulations and standards necessary for the performance of this lease.

- 16. Governing Law. This lease shall be governed by the laws of the state of Washington. The Lessor, by execution of the lease, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
- 17. Severability. The provisions of this lease are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the lease.
- 18. Nondiscrimination. During the performance of this lease, the Lessor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Lessor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this lease may be rescinded, cancelled or terminated in whole or in part, and the Lessor may be declared ineligible for further leases with the Lessee. The Lessor shall, however, be given a reasonable time in which to remedy this noncompliance.
- 19. Utilization of Minority and Women-Owned Business Enterprises (MWBE). To the extent practicable, when performing the services agreed to under this lease, the Lessor should utilize minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.
- 20. Attorneys' Fees. In the event of litigation or other action brought to enforce lease terms, each party agrees to bear its own attorneys' fees and costs.
- 21. Content and Understanding. This lease contains a complete and integrated understanding and contact between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

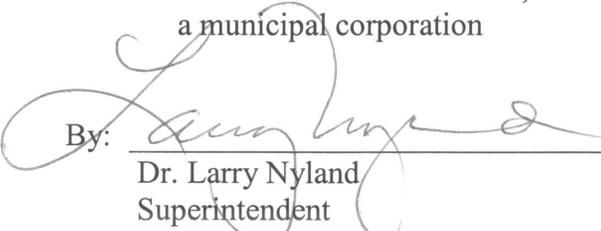
IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date identified in paragraph 4 above.

LESSOR:

LESSEE:

MARYSVILLE
SCHOOL DISTRICT NO. 25,
a municipal corporation

PUGET SOUND
CLEAN AIR AGENCY,
a municipal corporation

By: 

Dr. Larry Nyland
Superintendent

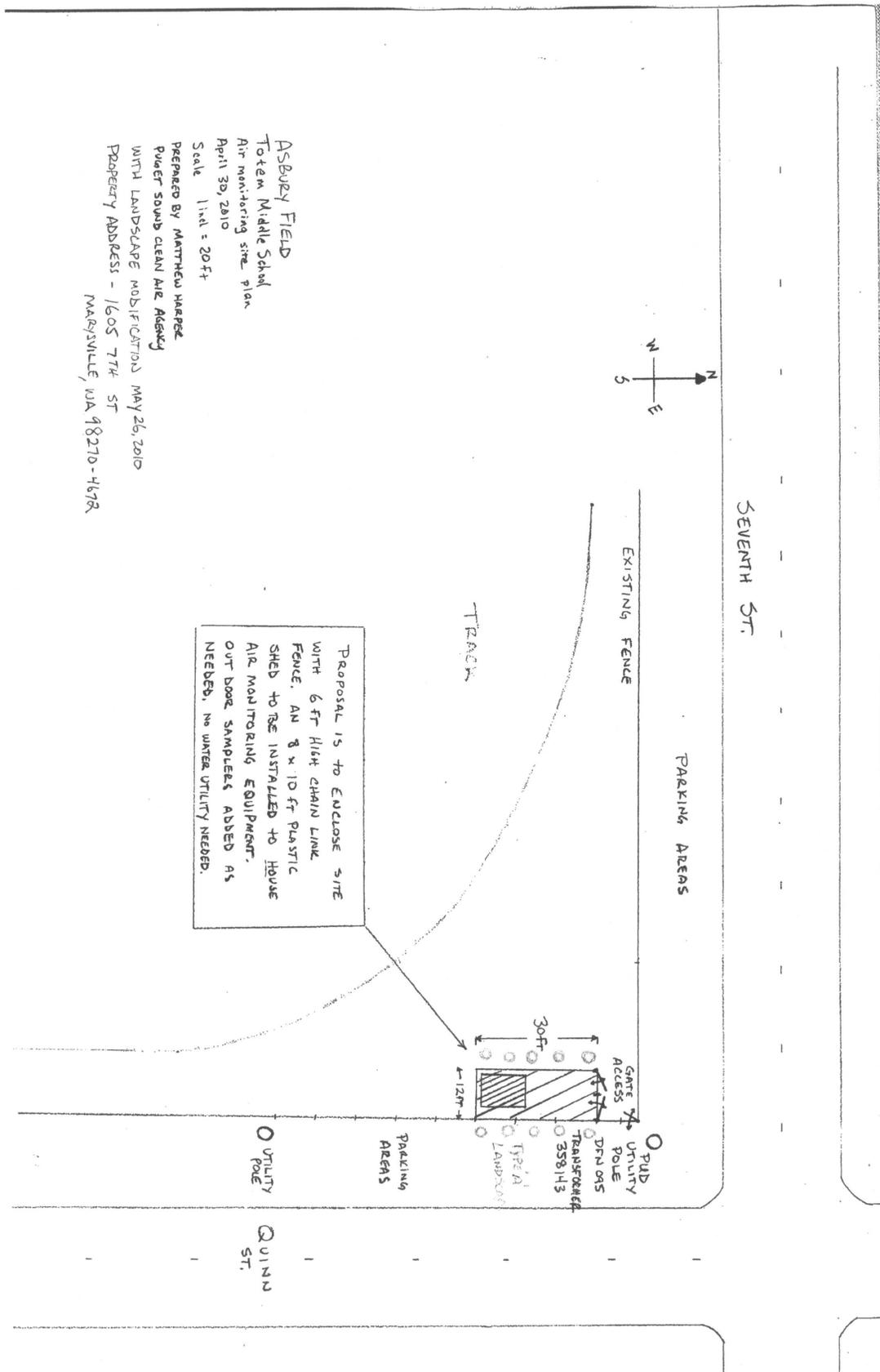
By: 

Jim Nolan
Interim Director

Date: 6-17-10

Date: 6/18/10

Exhibit "A" Depiction of the Premises



ASBURY FIELD
ToTem Middle School
Air monitoring site plan
April 30, 2010
Scale 1" = 20' ft
PREPARED BY MATTHEW HARPER
PUGET SOUND CLEAN AIR AGENCY
WITH LANDSCAPE MODIFICATIONS MAY 26, 2010
PROPERTY ADDRESS - 1605 7TH ST
MARYSVILLE, WA 98270-4178

Proposal is to ENCLOSE SITE WITH 6 FT HIGH CHAIN LINK FENCE. AN 8 X 10 FT PLASTIC SHED TO BE INSTALLED TO HOUSE AIR MONITORING EQUIPMENT. OUT DOOR SAMPLERS ABSED AS NEEDED, NO WATER UTILITY NEEDED.