

LEASE

IT IS SO ORDERED by this Board of County Commissioners of Walla Walla County, Washington that a lease shall be entered into this date between the COUNTY OF WALLA WALLA, as Lessor, and the Board of Trustees of Whitman College, as Lessee.

WITNESSETH:

PREMISES: The Lessor leases to the Lessee the following property, identified as the eastern portion of county parcel no. 310603110003, located at the North 1/2 OF SECTION 3, TOWNSHIP 6 NORTH RANGE 31 EAST OF THE WILLAMETTE MERIDIAN, situated in the County of Walla Walla, State of Washington, containing approximately 40 acres of a larger 319.84 acre parcel as determined from the records of the Assessor of Walla Walla County, approximately 40 acres which the Lessee will utilize as farm ground to raise crops.

No structures may be added without the express, written permission of the Walla Walla County Board of Commissioners. Structures added shall be removed by and at the expense of Lessee within three months of termination of the lease. Any upgrades to premises or structures must meet or exceed the requirements of pertinent Walla Walla County Code or state statutes and the Americans with Disabilities Act (ADA). Permits required by the County must be obtained prior to project being initiated, if said permission is granted, or structures being removed.

TERM: The lease shall be effective immediately, and shall terminate on December 31, 2017, unless terminated as otherwise provided under the Termination section of this lease.

RENTAL: The Lessee shall pay, by August 15, 2012, the sum of \$600 as a rental fee. For the years 2013, 2014, 2015, 2016 and 2017 the Lessee shall pay yearly, in advance and on or by the first business day of the year, the sum of \$600 as a rental fee. Rental fees not paid pursuant to these terms shall result in a lien being placed upon any crop growing on the leased property or harvested therefrom.

Lessee shall furnish and pay for all expenses related and necessary to the raising of a crop on the described property, to include but not limited to: equipment, seed, irrigation, fertilizer and pesticides. Lessor is not and shall not be responsible for any expenses.

LEASEHOLD TAX: Lessee will assume liability for any leasehold taxes assessed by the county or state.

REGULATIONS: All operations of Lessee on the leased premises shall be in full compliance with all federal, state, county and municipal laws, rules and regulations.

USE: The lessee will not use or permit use of the premises for any unlawful, immoral or offensive purpose. The exterior area and grounds in the immediate vicinity of the lease area will be kept clean, mowed and free of weeds. Noxious or other weeds shall be controlled by Lessee via application of chemicals to ensure such do not spread to adjacent farm ground or other properties.

HOLD HARMLESS/INDEMNIFICATION: Lessee will hold harmless and indemnify Walla Walla County and its officials, employees, volunteers and agents, jointly, severally, individually and privately, from all claims and liability caused by or arising out of the activity or non-activity in connection with the maintenance and/or operation or use of the premises, whether such activities, maintenance, operation or use are by those of the Lessee or the agents or employees of Lessee; this includes the cost of defending all claims or demands of any kind resulting from such use.

INSURANCE: Lessee agrees to provide the County with evidence of insurance or security sufficient to insure operations with a broad-form liability policy in the amount of \$1,000,000 (one million dollars) per occurrence and aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy shall name Walla Walla County as an Additional Insured with respect to this agreement. Lessee shall provide County evidence of current insurance coverage annually in January. Should insurance lapse, this agreement shall be considered as breached.

SUBROGATION: Each party mutually waives any right that either might have to recover against the other for fire or explosion losses or other insured perils.

ASSIGNMENT: The Lessee shall not assign this lease, the premises, or any part thereof without the prior written consent of the Lessor; however, the Lessee may allow its tenant(s) on its adjoining properties to conduct the farming operations on the premises.

ACCEPTS PREMISES: The Lessee has examined the premises and accepts them in their present condition. Lessee assumes the risk of any injury or damages resulting from the condition of or any defects in the property, known or unknown, occurring before or after the execution of this lease.

MAINTENANCE AND REPAIR: Lessee shall maintain the general character of the site, and will not dig any holes, move material in or out of the site to fill or excavate (outside of standard farming practices), or otherwise make changes to the property without prior written consent of the Lessor.

COMMERCIAL USAGE: Lessee agrees that there shall not be any commercial enterprise established on the premises.

CONDITION: Lessee agrees to keep the site in a presentable and economically viable condition. If the appearance or condition is allowed to deteriorate and if deemed advisable by the Lessor, the County will cause the site to be cleaned up and the Lessee will be billed for the costs of said cleanup.

INSPECTION: Lessor, by its authorized representative, shall have the right to inspect the premises at all reasonable hours. Lessee will be provided adequate notification of such inspections unless an emergency requires otherwise.

BREACH: If the Lessee fails to pay the rent, or violates any terms of this lease, then Lessor may declare the lease forfeited and the terms thereof at an end, and to immediately, without notice or process of law, and without liability to Lessee, re-enter and take possession of the premises using such force as may be necessary to remove all persons and property therefrom. Lessee shall pay the Lessor's attorney fees and costs incurred for the purpose of enforcing any of the provisions of this law.

CHANGES: A written request is required for general review of the lease or for consideration of proposed changes by either party by September 15 in any year covered by this lease. Amendments proposed shall be in writing. If Lessor and Lessee agree, written amendments or alterations to this lease shall be signed by Lessor and Lessee and approved formally by a majority vote of the county legislative authority, then attached to all copies of this lease.

TERMINATION: Either party may terminate this lease without cause by providing the other party written notice 6 (six) months in advance.

SURRENDER: Upon termination of this lease, in any way, the Lessee will yield up the premises to the Lessor in as good as condition and repair as they are now, ordinary wear and tear excepted.

If Lessor needs the leased property for the use of Walla Walla County, the Lessor has the right to give a six (6) month notice to Lessee and terminate the lease.

Dated this 30th day of July 2012

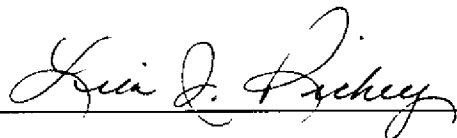
**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**



Gregory A. Tompkins, Chairman

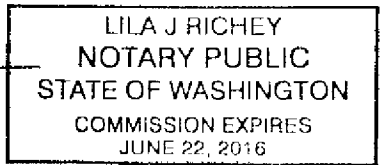
I certify that I know or have satisfactory evidence that Gregory A. Tompkins is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument as Chairman of the Board of County Commissioners of Walla Walla County and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 7/30/12

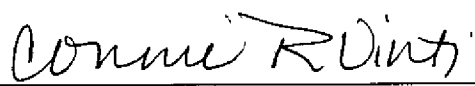


Notary Public for the State of
Washington Residing at Walla Walla

My appointment expires:
6/22/2016



Attest:

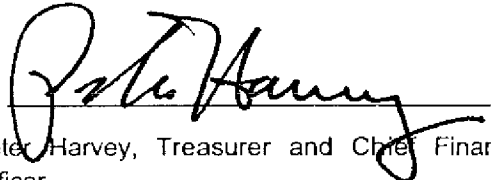


Connie R. Vinti, Clerk of the Board

COPY

WHITMAN COLLEGE, LESSEE

Dated 7/23, 2012

By 
Peter Harvey, Treasurer and Chief Financial
Officer