

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, SEPTEMBER 14, 2021**



This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. American Rescue Plan Act – Infrastructure Revolving Loan Program for Long-Term Benefits – Chris Wickenhagen, YVCOG Executive Director 1-2
 - B. Bulletproof Vest Purchase 3
 - C. Ordinance amending 2021 Annual Budget 4-7
 - D. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with FruitSmart Inc. 8-11
 - E. Ordinance authorizing the execution and delivery of a Local Agency Financing Lease and related documentation relating to the refinancing of the costs of acquisition of certain real property 12-62
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, September 14, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/86381011527?pwd=WlVhWTZxYU1STVJvb2d1MHJHUIJDdz09>

Meeting ID: 863 8101 1527

Passcode: 776889

To join via phone: +1 253 215 8782

Meeting ID: 863 8101 1527

Passcode: 776889



AMERICAN RESCUE PLAN ACT

Infrastructure Revolving Loan (IRL) program for long-term benefits

WHY: Removes a huge barrier to development

WHO: Developers and YVCOG Members

WHAT: Put in infrastructure for housing

HOW: Providing short-term, low interest loans

INITIAL START UP COSTS:

- * Each IRL participant provides a minimum 20% of ARPA funds.
- * Developers pay a low flat rate application cost for each loan
- * Non-profit HUD-Approved Housing Developers included at no application cost

ADMINISTRATION:

- * YVCOG Staff vets each project for ARPA Compliance
- * YVCOG creates a Technical Advisory Committee of IRL city participants
- * IRL TAC reviews, approves, and prioritizes projects for funding
- * YVCOG handles contracts, compliance and reporting

*Working on matters of mutual concern
for the region*



AMERICAN RESCUE PLAN ACT

Does your city want to participate in an Infrastructure Revolving Loan (IRL) program for long-term benefits?

- ⇒ *Influx of Federal Money with a lot of requirements and rules*
- ⇒ *Designing the policies and procedures required for compliance*
- ⇒ *Providing the equity and needs study*
- ⇒ *Submitting reports to Treasury on time, every time*
- ⇒ *Providing to you the necessary documentation for the audit*

- ◊ Create a Technical Advisory Committee consisting of IRL city participants
- ◊ IRL TAC reviews and prioritizes projects

Does your city need assistance?

- ◊ Administering ARPA funds within the rules
- ◊ DATA lead eligible projects within your community
- ◊ Dedicated staff to perform the requirements set forth by Treasury

YAKIMA VALLEY CONFERENCE
OF GOVERNMENTS

311 N. 4th Street
Suite 204
Yakima WA 98901
Phone: 509-574-1550
Email: chris.wickenhagen@yvcog.org

*Working on matters of mutual concern
for the region*

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Bulletproof Vest Purchase

AGENDA NO.: New Business 4 (B)

AGENDA DATE: September 14, 2021

DEPARTMENT

Police Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Grandview Police Department has for many years participated in the Bulletproof Vest Partnership (BVP) program created by the Bulletproof Vest Partnership Grant Act of 1998. It is a U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement by providing grants that cover part of the cost of bulletproof vests. Applications for grant funds are accepted in April of each year and awards are issued before October of each year.

Bulletproof vests have a five-year expiration date. Every five years, Grandview PD purchases replacement vests for its officers. The current vests that the officers have expire in November 2021.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

It was recently discovered that the PD vests are due for replacement in 2021. Expiration dates were improperly calculated during the 2020 budget process and capitol replacement funds were not requested at that time.

The cost for each vest is approximately \$1,300 plus shipping and 18 vests are needed for an estimated expenditure of \$27,000.

Reimbursement from the grant program would be approximately \$8,000. Vests are one of our normal capital replacement items and are funded. Safariland LLC vests are an item on the State Bid Contract #03720, so no bidding would be necessary.

ACTION PROPOSED

Authorize the City Treasurer to prepare a budget amendment in the amount of \$27,000 to purchase vests as a capitol replacement item from Acct# 001-032-0-594-22-64-02 and to present that amendment to Council for consideration at a regular Council meeting.

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Ordinance amending the 2021 Annual Budget	AGENDA NO.: New Business 4 (C) AGENDA DATE: September 14, 2021
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Staff monitoring and review of fund and department budgets has identified a budget account to be amended. An ordinance will be prepared to provide for the amending of the 2021 Annual Budget to accommodate the changes in sources and uses.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

By Fund the highlights of the budget changes are:

CURRENT EXPENSE FUND: Increase revenues for One Time Law Enforcement Legislative Assistance. Increase appropriations to General Facilities Repairs & Maintenance for new fire alarm system and to Police Administration Regular Salaries & Wages for Assistant Chief early retirement. Net effect is a decrease to estimated ending fund balance.

ACTION PROPOSED

Move Ordinance amending the 2021 Annual Budget to a regular Council meeting for consideration.

to Sue 9/xx/2021 - mc **Ordinance No. 2021-X**

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
001 000 000 308 80 00 00	Current Expense Fund				
	Beginning Fund Balance	1,350,130		1,350,130	
001 000 000 335 04 01 00	LE & C.J Legislative Assistance		45,000		One time revenue for new legislation
	Revenues/Sources	7,277,390		7,322,390	
	Current Exp. Fund Total	8,627,520	45,000	8,672,520	
001 025 000 518 30 48 00	Repairs & Maintenance		13,000		New fire alarm system at City Hall Assistant Chief early retirement Assistant Chief early retirement
	Regular Salaries & Wages		35,000		
	Social Security		3,000		
	Expenditures/Uses	6,903,240		6,954,240	
001 099 000 508 80 00 00	Ending Fund Balance	1,724,280	(6,000)	1,718,280	
	Current Exp. Fund Total	8,627,520	45,000	8,672,520	

ORDINANCE NO. 2021-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2021 ANNUAL BUDGET**

WHEREAS, the original 2021 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. That the 2021 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2021 Budget	1,350,130	7,277,390	6,903,240	1,724,280	8,627,520
Amendment Amount		45,000	51,000	(6,000)	45,000
Amended Total	1,350,130	7,322,390	6,954,240	1,718,280	8,672,520

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with FruitSmart, Inc.	AGENDA NO.: New Business 4 (D) AGENDA DATE: September 14, 2021
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Grandview Municipal Code Section 13.12.130 requires industrial discharge contracts for each large industrial user. The contract includes a Schedule "A" attachment that identifies maximum loading limits for flow, BOD and TSS. The code also allows a one year trial period in order for the new industry to finalize their loading limits before the contract is formally approved by Council. The one year trial period allows a new industry to work through the growing stages without requiring the City to over allocate unused capacity.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

FruitSmart has been operating the plant located on Euclid and are completely redoing their operations which requires them to request additional capacity for their Schedule "A" attachment. In order to allow FruitSmart to operate and in order for the City not to restrict additional sewer capacity, we are recommending that FruitSmart be treated as a new industrial user. With all of the new changes to their operations and the additional increase of products they will be running, they are unclear as to how much capacity they need to request without over allocating capacity and reducing our ability to promote new businesses.

ACTION PROPOSED

Move Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with FruitSmart, Inc., to a regular Council meeting for consideration

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INDUSTRIAL WASTEWATER USER
CONTRACT AMENDMENT WITH FRUITSMART INC.**

WHEREAS, the City of Grandview owns and operates sewer and wastewater treatment facilities (Facility) for the collection, treatment and disposal of municipal and industrial wastewater; and,

WHEREAS, the operation of this Facility is subject to the laws and regulations of the United States and of the State of Washington including, without limitation, laws and regulations relating to discharge of industrial wastewater as administered by the Washington State Department of Ecology (WSDOE), which issues permits to both the City and to the user; and,

WHEREAS, the capacity of the facility shall be defined by the WSDOE approved engineering report and as specified within the waste discharge permit issued to the City; and,

WHEREAS, a portion of the Facility capacity shall be allocated to an industrial user under contract; and,

WHEREAS, said industrial user shall be required to enter into a contract with the City of Grandview prior to discharge to the City wastewater treatment facility,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign an Industrial Wastewater User Contract Amendment with FruitSmart, Inc., for the discharge of industrial wastewater to the City of Grandview Wastewater Treatment Plant in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
Industrial Wastewater User Contract**

CONTRACT AMENDMENT

Contracted User: **FruitSmart®, Inc.
201 North Euclid Road
P.O. Box 519
Grandview, WA 98930**

Date: **September 8, 2021**

WHEREAS, the City of Grandview, a municipal corporation, has entered into an Industrial Wastewater User Contract with the above Contracted User; and

WHEREAS, Section 5.2 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

1. The Schedule "A" attached hereto shall replace the Schedule "A" included in the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

CITY OF GRANDVIEW

GLORIA MENDOZA, MAYOR

ATTEST:

ANITA PALACIOS, CITY CLERK

CONTRACTED USER



DULY AUTHORIZED REPRESENTATIVE

SCHEDULE A - FruitSmart, Inc.

Capacity Allocation Summary
Effective May 1, 2021

City of Grandview
Wastewater Treatment Facilities
INDUSTRIAL USER CONTRACT

Project No. 21007
May 1, 2021

	MAXIMUM MONTHLY ALLOCATION ³												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
<u>Contract Allocation</u>													
Flow (MGD) ²	0.274	0.277	0.274	0.317	0.315	0.317	0.300	0.300	0.350	0.419	0.367	0.300	0.318
Flow (1,000 gallons per month)	8,494	7,756	8,494	9,510	9,765	9,510	9,300	9,300	10,500	12,989	11,010	9,300	115,928
Peak Flow (1,000 gallons per quarter) ¹	Quarterly Total = 24,744			Quarterly Total = 28,785			Quarterly Total = 29,100			Quarterly Total = 33,299			
BOD (pounds per day) ²	8,500	9,000	9,000	9,000	10,000	9,000	9,000	9,500	10,000	9,500	9,000	9,000	9,208
BOD (pounds per month)	263,500	252,000	279,000	270,000	310,000	270,000	279,000	294,500	300,000	294,500	270,000	279,000	3,361,500
Peak Loading (pounds per quarter) ¹	Quarterly Total = 794,500			Quarterly Total = 850,000			Quarterly Total = 873,500			Quarterly Total = 843,500			
TSS (pounds per day) ²	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,900	1,900	1,900	1,900	1,350	1,533
TSS (pounds per month)	41,850	37,800	41,850	40,500	41,850	40,500	41,850	58,900	57,000	58,900	57,000	41,850	559,850
Peak Loading (pounds per quarter) ¹	Quarterly Total = 121,500			Quarterly Total = 122,850			Quarterly Total = 157,750			Quarterly Total = 157,750			

1. The Contracted User may exceed the monthly contract allocation so long as the quarterly amount (3 month total) does not exceed the Quarterly Total amount listed.
2. The above allowable wastewater discharges are considered to be the maximum discharge for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data.
3. The discharge of toxic substances as described in paragraph 6.4 of the contract, or harmful waste as described in section 13.12.030 of the Grandview Municipal Code, is prohibited.

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Ordinance authorizing the execution and delivery of a Local Agency Financing Lease and related documentation relating to the refinancing of the costs of acquisition of certain real property.

AGENDA NO.: New Business 4 (E)

AGENDA DATE: September 14, 2021

DEPARTMENT

City Treasurer

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Matt Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

In 2011, the City entered into an agreement with Yakima Valley College to occupy a joint library building. The cost to the City was \$750,000. This was paid by a loan, with a term of 20 years at an interest rate of 3.875%, from the Washington State Treasurer. Recently, the City Treasurer was contacted by the State Treasurer with an opportunity to refinance the remaining life of the loan to a lower interest rate of 1.0%. This will be done at no cost to the City.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Given current interest rates, it is in the best interest of the City to refinance the remaining 11 years of the Library loan. The total savings within the Current Expense Fund is estimated to be around \$70,000.

ACTION PROPOSED

Move an ordinance authorizing the execution and delivery of a Local Agency Financing Lease and related documentation relating to the refinancing of the costs of acquisition of certain real property to a regular Council meeting for consideration.

ORDINANCE NO. 2021-_____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY
OF A LOCAL AGENCY FINANCING LEASE AND RELATED DOCUMENTATION
RELATING TO THE REFINANCING OF THE COSTS OF ACQUISITION
OF CERTAIN REAL PROPERTY**

WHEREAS, the City of Grandview, Washington (the "Local Agency"), previously entered into a Local Agency Financing Lease dated November 16, 2011, with the state of Washington, acting by and through the State Treasurer, for the financing of costs of the acquisition, improvement and betterment (collectively, the "acquisition") of a joint library building known as the Grandview Library located on the Grandview campus of Yakima Valley College identified on Annex 1 attached hereto (the "Property"); and

WHEREAS, the Local Agency has executed and delivered to the Office of State Treasurer a Notice of Intent attached hereto as Annex 1 (the "NOI") in relation to the refinancing of the costs of acquisition of the Property in order to realize interest cost savings to the Local Agency under the provisions of RCW Chapter 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Site Lease with the Washington Finance Officers Association in the form attached hereto as Annex 2 to facilitate the refinancing of the costs of acquisition of the Property;

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Lease with the Office of the State Treasurer, in the form attached hereto as Annex 3 (the "Local Agency Financing Lease"), in an amount not to exceed \$480,000.00, plus related financing costs, in order to refinance the costs of acquisition of the Property;

WHEREAS, the Local Agency will undertake to refinance the costs of acquisition of the Property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Lease, and in accordance with all applicable statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Annex 4 as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Lease (each an "Authorized Agency Representative");

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The individuals holding the offices or positions set forth in Annex 4 are each hereby appointed as a representative of the Local Agency in connection with the execution of the Local Agency Financing Lease and all other related documents. A minimum of two (2) Authorized Agency Representatives shall be required to execute any documents in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Site Lease attached hereto as Annex 2 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Site Lease, in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, to facilitate the refinancing of the costs of acquisition of the Property.

Section 3. The form of the Local Agency Financing Lease attached hereto as Annex 3 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Lease, in an amount not to exceed \$480,000.00, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the refinancing of the costs of acquisition of the Property.

Section 4. The Local Agency hereby authorizes the refinancing of the costs of acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Lease in order to realize interest cost savings to the Local Agency.

Section 5. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the refinancing of the property, including, but not limited to, any amendment to the NOI, any tax certificate and any agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 6. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Notice of Intent

Annex 1

State of Washington LOCAL PROGRAM

Local Agency Information

Legal Name: City of Grandview

County: Yakima

Address: 207 W. 2nd Street, Grandview, WA

Contact Person: Matthew Cordray

Phone: (509) 882-9200

E-mail: mattc@grandview.wa.us

MCAG No.: 0831

Zip: 98930

Title: City Treasurer

Fax: (509) 882-3099

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): YVCC Joint Library (Refunding lease 0831-3-1)

Purpose of property (Please be specific and include dept. of use): Continue to provide library services for the residents of Grandview, WA and students of Yakima Valley Community College - Grandview Campus.

Total Project/Property Cost \$ NA

Local Funds \$ NA

Grants \$ NA

Other \$ NA

Finance term: 10

Useful life:

Desired financing date: Fall 2021

LOCAL Financing Request: \$ 480,000

Refunding Due Diligence From: ☒ Is attached

☐ Will be provided by (date):

Security Pledge

☐ Voted general obligation of local government | ☒ Non-voted general obligation of local government

Other Information

If any of the following apply, please provide a complete discussion on a separate page:

☐ Yes ☒ No Is the local agency a party to significant litigation?

☐ Yes ☒ No Has the agency received a bond rating in the last two years? If yes, bond rating(s):

(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal real property from sale proceeds of certificates of participation in a Personal Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: _____

Date: 7-19-21

Printed Name: _____

Title: City Treasurer

Transaction No. 0831-4-1

LOCAL AGENCY SITE LEASE, SERIES 2021C

by and between the

CITY OF GRANDVIEW, WASHINGTON, as lessor

and the

WASHINGTON FINANCE OFFICERS ASSOCIATION, as lessee

Dated as of November 17, 2021

LOCAL AGENCY SITE LEASE, SERIES 2021C

THIS LOCAL AGENCY SITE LEASE, SERIES 2021C (the "Site Lease"), dated as of November 17, 2021 (the "Dated Date"), is entered into by and between the City of Grandview, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Local Agency"), and the Washington Finance Officers Association, a Washington nonprofit corporation (the "Corporation").

RECITALS:

The Parties are entering into this Site Lease based upon the following facts and expectations:

1. Chapter 39.94 RCW (the "Act") authorizes the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), to enter into financing contracts, including but not limited to financing leases, on behalf of certain "other agencies" ("Local Agencies") for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

2. the Local Agency has determined that it is necessary and desirable to lease the Site legally described in Exhibit A to the Corporation for the purpose of enabling the Corporation to sublease the Site to the State, and further to enable the State to sublease the Site back to the Local Agency, to provide refinancing for the acquisition or construction of improvements on the Site (the "Project," and, together with the Site, the "Property"); and

3. simultaneously with the execution and delivery of this Site Lease, the State is entering into a Master Financing Lease, Series 2021C, dated as of the Dated Date (the "Master Financing Lease"), with the Corporation to provide financing for or refinancing of the costs of acquisition or improvement of various parcels of real property for and on behalf of certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

4. pursuant to the Master Financing Lease, the State is obligated to make Rent Payments to the Corporation for the lease of the Property; and

5. simultaneously with the execution and delivery of the Master Financing Lease, the State will sublease the Property to the Local Agency pursuant to a Local Agency Financing Lease, Series 2021C (the "Agency Financing Lease"), dated as of the Dated Date; and

6. the Corporation will grant, sell, assign, transfer and convey without recourse to the Trustee all of its rights to receive the Rent Payments scheduled to be made by the State under the Master Financing Lease, together with all of its remaining right, title and interest in, to and under this Site Lease, the Master Financing Lease, the Agency Financing Leases and the Property by means of a Master Assignment, Series 2021C (the "Master Assignment"), dated as of the Dated Date; and

7. in consideration of such assignment and pursuant to the Trust Agreement, Series 2021C (the "Trust Agreement"), dated as of the Dated Date, by and among the Trustee,

the State and the Corporation, the Trustee has agreed to execute and deliver the State of Washington Certificates of Participation, Series 2021C (State and Local Agency Real and Personal Property), in an aggregate principal amount of \$[_____] (the "Certificates"), a portion of the proceeds of which will be used to refinance the costs of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties agree as follows:

SECTION 1. Definitions; Construction; Miscellaneous Provisions; Supplements.

Appendix 1 to the Series 2021C Agreements ("Appendix 1") is incorporated as part of this Site Lease by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Site Lease; (ii) certain rules for interpreting this Site Lease; (iii) miscellaneous technical provisions that apply to this Site Lease; and (iv) rules on how this Site Lease may be amended or supplemented.

SECTION 2. Lease of the Site; Ownership.

(a) The Local Agency leases to the Corporation on the terms and conditions hereinafter set forth, the Site legally described in Exhibit A, subject to all easements, covenants, conditions and restrictions existing as of the date hereof.

(b) The Local Agency represents and warrants that it is the owner in fee of the Site, subject only to Permitted Encumbrances.

SECTION 3. Term.

The term of this Site Lease shall commence on the Dated Date, and shall end on _____, unless such term is extended or sooner terminated as hereinafter provided. If on such date, the Local Agency Financing Lease shall not be discharged by its terms, then the term of this Site Lease shall be extended until 10 days after all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, except that the term of this Site Lease shall in no event be extended beyond _____. If prior to _____, all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, the term of this Site Lease shall end 10 days thereafter or 10 days after written notice by the Local Agency to the Corporation, whichever is earlier.

SECTION 4. Rental.

The Corporation shall pay to State Treasurer, for the benefit of the Local Agency pursuant to the Master Financing Lease and the Local Agency Financing Lease, as the total rent due hereunder, the amount set forth in Exhibit B (the "Prepaid Site Lease Rent"), all of which shall be payable on the Closing Date. The Parties agree that the amount of the Prepaid Site Lease Rent represents fair consideration for the leasehold interest being transferred hereunder, given the purposes, terms and provisions hereof. The Corporation shall not be obligated to pay such rent other than from the proceeds of the Certificates. Anything herein to the contrary notwithstanding, the Corporation waives any right that it may have under the laws of the State to

a rebate or repayment of any portion of such rent in the event that there is substantial interference with the use or right to possession by the Corporation of the Site or any portion thereof as a result of material damage, destruction or condemnation.

SECTION 5. Purpose.

The Corporation shall use the Site solely for the purpose of subleasing the Property to the State pursuant to the Master Financing Lease, to enable the State to sublease the Property to the Local Agency pursuant to the Local Agency Financing Lease, and for such purposes as may be incidental thereto; *provided*, that in the event of a default by the State under the Master Financing Lease or by the Local Agency under the Local Agency Financing Lease, the Corporation may exercise the remedies provided therein.

SECTION 6. Assignments and Subleases.

(a) The Corporation shall not grant, sell, assign, mortgage, pledge, sublet or transfer any of its right, title or interest in, to or under this Site Lease or the Site except as expressly provided in the Master Assignment, the Master Financing Lease and the Local Agency Financing Lease, without the prior written consent of the Local Agency. The Local Agency consents to the sublease of the Property pursuant to the Master Financing Lease, and the assignment of the Corporation's right, title and interest hereunder to the Trustee pursuant to the Master Assignment for the benefit of the Owners of the Certificates.

(b) Upon the occurrence and continuance of an Event of Default or Agency Event of Default with respect to the Property, the Corporation shall have the right, pursuant to the Master Assignment, the Trust Agreement and the Master Financing Lease, to sublease all or any portion of the Property; *provided*, that the subtenant and the terms and provisions of the sublease shall be subject to the prior written approval of the Local Agency, which approval shall not be unreasonably withheld or delayed.

SECTION 7. Right of Entry.

The Local Agency reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time (or in an emergency at any time) to inspect the same, or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. Termination.

The Corporation agrees, upon the termination or expiration of this Site Lease, to quit and surrender the Site in the same good order, condition and repair as the same was in at the time of commencement of the term hereunder, except for acts of God, reasonable wear and tear, and any actions by the Local Agency that affect the condition of the Site. The Corporation agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this Site Lease shall remain thereon and title thereto shall vest in the Local Agency. The Corporation shall thereafter execute, acknowledge and deliver to the Local Agency such instruments of further assurance as in the reasonable opinion of the Local Agency are necessary or desirable to confirm the Local Agency's right, title and interest in and to the Site.

SECTION 9. Default.

In the event that the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 60 days following notice and demand for correction thereof to the Corporation, the Local Agency may exercise any and all remedies granted by law, except that as described in Section (k) of Part 3 of Appendix 1, no merger of this Site Lease shall be deemed to occur as a result thereof; *provided, however*, that the Local Agency shall have no power to terminate this Site Lease by reason of any default on the part of the Corporation; and *provided further*, that so long as any Certificates are outstanding and unpaid in accordance with the terms of the Trust Agreement and the Master Financing Lease, the Rent Payments or Additional Rent or any part thereof payable to the Corporation shall continue to be paid to the Corporation. So long as the Trustee shall duly perform the terms and conditions of this Site Lease, the Master Assignment, the Master Financing Lease and of the Trust Agreement, the Trustee shall be deemed to be and shall become the tenant of the Local Agency hereunder and shall be entitled to all of the rights and privileges granted to the Corporation hereunder and under the Master Assignment, the Master Financing Lease and the Trust Agreement.

SECTION 10. Waiver.

No delay or omission to exercise any right or remedy accruing upon a default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the Local Agency hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the Local Agency of any default hereunder shall not constitute a waiver of any subsequent default hereunder, and shall not affect or impair the rights or remedies of the Local Agency in connection with any such subsequent default.

SECTION 11. Quiet Enjoyment.

The Corporation and its authorized assignees and sublessees at all times during the term of this Site Lease, subject to the provisions of Section 9, shall peaceably and quietly have, hold and enjoy all of the Site without suit, trouble or hindrance from the Local Agency.

SECTION 12. Taxes.

The Local Agency covenants and agrees to pay any and all Impositions of any kind or character, including but not limited to possessory interest taxes, levied or assessed upon the Property (including both land and improvements), or with respect to this Site Lease, the Local Agency Financing Lease, or the lease of the Property pursuant to the Master Financing Lease; *provided, however*, that the Local Agency shall not pay any possessory interest taxes levied as a result of any assignment or sublease of or with respect to all or any part of the Property then in effect between the Corporation and any assignee or subtenant of the Corporation (other than as lessee under the Local Agency Financing Lease).

SECTION 13. Eminent Domain; Loss of Title.

In the event the whole or any part of the Property is taken permanently or temporarily under the power of eminent domain (or sold under threat of condemnation), or there is a loss of title to the whole or any part of the Property, the interest of the Corporation in the Property shall be recognized and is hereby determined to be an amount not less than the then unpaid indebtedness incurred by the Local Agency under its Local Agency Financing Lease. The term "unpaid indebtedness," as used in the preceding sentence, includes all unpaid Agency Principal Components, Agency Interest Components and all other payments required to be made by the Local Agency pursuant to the Local Agency Financing Lease, until all Agency Rent Payments due thereunder have been paid or the payment thereof provided for in accordance therewith. The amount of any such award, judgment or payment shall be paid to the Corporation, and the balance, if any, in excess of the unpaid indebtedness shall be paid to the Local Agency.

IN WITNESS WHEREOF, the Local Agency and the Corporation have caused this Site Lease to be executed in their respective names by their respective duly authorized officers, all as of the Dated Date.

CITY OF GRANDVIEW, WASHINGTON,
as lessor

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

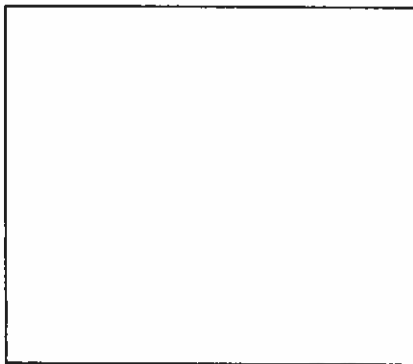
WASHINGTON FINANCE OFFICERS
ASSOCIATION, as lessee

By _____
Authorized Corporation Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of CITY OF GRANDVIEW, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

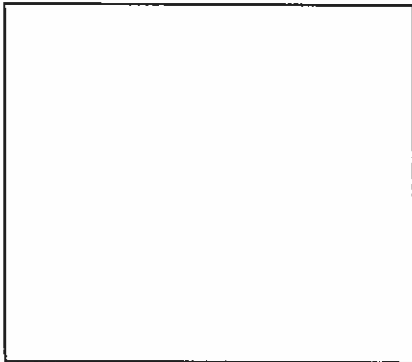
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of CITY OF GRANDVIEW, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

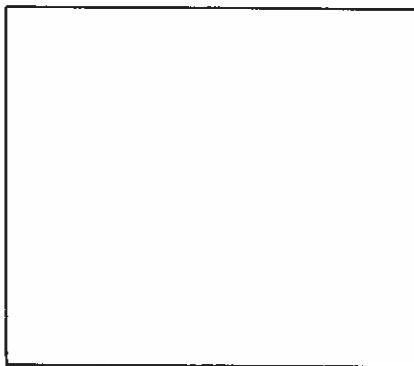
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of CITY OF GRANDVIEW, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

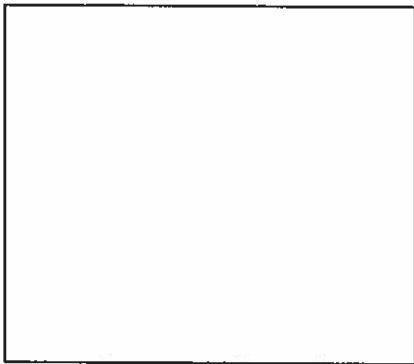
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that DALE E. HOUGH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the WASHINGTON FINANCE OFFICERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name DEBORAH A. ARCHER

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at
Olympia, WA

My commission expires 2-18-2023

EXHIBIT A
Description of Site

EXHIBIT B

Prepaid Site Lease Rent

Ten Dollars (\$10.00)

TRANSACTION NO. 0831-4-1

**LOCAL AGENCY FINANCING LEASE
(Real Property)**

by and between the

STATE OF WASHINGTON

and

**the CITY OF GRANDVIEW, WASHINGTON,
a municipal corporation
("Local Agency")**

Relating to

\$[]

State of Washington

**Certificates of Participation, Series 2021C
(State and Local Agency Real and Personal Property)**

Dated as of November 17, 2021

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**LOCAL AGENCY FINANCING LEASE, SERIES 2021C
(Real Property)**

This Local Agency Financing Lease, Series 2021C (the "Local Agency Financing Lease"), is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the CITY OF GRANDVIEW, WASHINGTON, a municipal corporation of the State (the "Local Agency").

RECITALS

The Parties are entering into this Local Agency Financing Lease based upon the following facts and expectations:

1. Chapter 39.94 RCW (the "Act") authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education ("State Agencies"), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain "other agencies" ("Local Agencies"), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, "Agencies"); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing for or refinancing of the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Lease by Resolution No. 1190 adopted on October 31, 2016; and

6. the Washington Finance Officers Association (the "Corporation"), a Washington nonprofit corporation, and the Local Agency have entered into a Local Agency Site Lease, Series 2021C, dated as of the Dated Date (the "Site Lease"), for the lease of certain real property legally described in the Site Lease (the "Site") for the sole purpose of enabling the Corporation to sublease the Site to the State, and for the State to further sublease the Site back to the Local Agency pursuant to this Local Agency Financing Lease, in order to refinance the cost of the acquisition or construction of improvements on the Site as described herein (the "Project," and, together with the Site, the "Property"); and

7. simultaneously with the execution and delivery of this Local Agency Financing Lease, the State is entering into a Master Financing Lease, Series 2021C, dated as of the Dated Date

(the "Master Financing Lease") with the Corporation, to provide financing or refinancing for the Project on behalf of the Local Agency, among others, through the sublease of the Property from the Corporation; and

8. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Lease, in conjunction with the State's entry into the Master Financing Lease, to obtain financing or refinancing for the Project for the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Appendix 1 and Exhibits Incorporated. Appendix 1 to the Series 2021C Agreements ("Appendix 1") and Exhibits A, B, C and D to this Local Agency Financing Lease are incorporated as part of this Local Agency Financing Lease by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Lease; (ii) certain rules for interpreting this Local Agency Financing Lease; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Lease; and (iv) rules on how this Local Agency Financing Lease may be amended or supplemented.

Section 1.2 Notice of Intent; Certificate Designating Authorized Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit B. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Lease with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Sublease of Property. The State subleases to the Local Agency, upon the terms and conditions set forth in this Local Agency Financing Lease, the Site legally described in Exhibit C, together with all improvements, if any, to be constructed on the Site, including but not limited to the Project (collectively, the "Property"), subject to all easements, covenants, conditions and restrictions existing as of the Dated Date.

The Local Agency acknowledges and agrees that this Local Agency Financing Lease shall be subject and subordinate in all respects to the terms and provisions of the Master Financing Lease. The Local Agency at all times during the term of this Local Agency Financing Lease, subject to the provisions of Section 7.1, shall peaceably and quietly hold and enjoy all of the Property without suit, trouble or hindrance from the State.

Section 1.5 Agency Rent Payments. In consideration of the sublease of the Property and the covenants and agreements of the State in this Local Agency Financing Lease, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Rent Payment Date, the Agency Rent Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Rent incurred by the State in connection with the sublease of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 2021C Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each item of Additional Rent, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Lease shall commence on the Dated Date, and shall end on the scheduled termination date for this Local Agency Financing Lease as set forth in Section 8.2, unless the term is extended or sooner terminated as provided in Section 8.2.

ARTICLE II REFINANCING OF THE COSTS OF THE PROJECT

Section 2.1 Local Agency Financing Lease Consolidated with Master Financing Lease. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Lease with the Master Financing Lease pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Additions to Property; Release of Property; Refunding Escrow Account.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Lease as agent of the Corporation in connection with the refinancing of the Property and acknowledges that such appointment is irrevocable, and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) [RESERVED]

(c) [RESERVED]

(d) *Additions to the Property*. The Local Agency shall have the right during the term of this Local Agency Financing Lease, at its cost and expense, to make additions, betterments and improvements to the Property, and to attach fixtures, structures and signs thereto; *provided*, that such additions, betterments and improvements and fixtures, structures and signs (i) shall be constructed and installed in accordance with applicable laws and regulations, and not in violation of any easements, restrictions, conditions or covenants affecting title to the Property; and (ii) shall not diminish the value, capacity or usefulness of the Property. The Local Agency also shall have the right during the term of this Local Agency Financing Lease, without the consent of any Owners, to enter into Additional Local Agency Financing Leases and Additional Site Leases with the Corporation to finance all or any portion of the cost of such additions, betterments and improvements to the Property so long as such leases do not reduce the obligation of the State to

perform its obligations under the Master Financing Lease, including without limitation its obligation to make Rent Payments, and will not, in an Opinion of Counsel, adversely affect the tax-exempt status of the Interest Component of Rent Payments evidenced and represented by the Certificates. If the Local Agency enters into any Additional Local Agency Financing Lease for this purpose, the Corporation may be granted an interest in the Property under an Additional Site Lease of all or any portion of the Property, which leasehold interest may be assigned to the Trustee for the benefit of owners of certificates of participation in the Additional Master Financing Lease to which such Additional Local Agency Financing Lease is related. The occurrence of an Event of Default with respect to this Local Agency Financing Lease shall constitute a like event under any Additional Local Agency Financing Lease, and the occurrence of any such like event under any Additional Local Agency Financing Lease shall constitute an Event of Default under this Local Agency Financing Lease. The owners of certificates of participation in any Additional Master Financing Lease shall be secured *pari passu* with the Owners with respect to any amounts received by the Trustee with respect to the Property following the occurrence of an Event of Default.

(e) *Release of Property.* After the refinancing of the Project, the Local Agency, with the prior written consent of the State Treasurer and only upon the satisfaction of the requirements set forth in Section 2.2(d) of the Master Financing Lease, may release a portion of the Property leased under the Site Lease, and subleased under and pursuant to the Master Financing Lease and this Local Agency Financing Lease. As a condition to any such release, the Local Agency shall (i) deliver to the State Treasurer an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer to the effect that the remaining portion of the Property has an estimated fair rental value for the remaining term of this Local Agency Financing Lease equal to or greater than the Agency Rent Payments due from time to time hereunder; (ii) provide any necessary easements, reciprocal agreements or other rights as may be necessary to provide comparable pedestrian and vehicular access, and other uses and amenities (including but not limited to water, sewer, electrical, gas, telephone and other utilities) as existed prior to such release. The State, the Trustee, as assignee of the Corporation, and the Local Agency shall execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment and this Local Agency Financing Lease, and such other documents, agreements and instruments, as the State shall deem necessary or desirable in connection with such release.

(f) *Refunding Escrow Account.* In consideration of the mutual covenants and agreements of the Parties set forth in the Master Financing Lease, the Corporation, the State Treasurer and the Trustee shall enter into a Trust Agreement concurrently with the execution and delivery of the Master Financing Lease under which the Corporation authorizes and directs the Trustee to establish the Refunding Escrow Account and to make disbursements therefrom in accordance with the provisions hereof and thereof to pay the costs of carrying out the Refunding Plan on behalf of the Corporation. A portion of the proceeds of the sale of the Certificates shall be deposited in the Refunding Escrow Account. Moneys on deposit in the Refunding Escrow Account shall not be invested by the Trustee. Disbursements from the Refunding Escrow Account shall be made as provided in the Trust Agreement.

Section 2.3 Title to the Property. Fee title to the Property, and all additions, modifications, repairs and improvements thereto, shall remain and vest in the Local Agency,

subject to the respective leasehold estates under the Site Lease, the Master Financing Lease and this Local Agency Financing Lease, without any further action by the State, the Local Agency or the Corporation.

Section 2.4 Assignment. In order to secure the payment and performance of the State of its obligations under the Master Financing Lease, the State has assigned and transferred to the Corporation the State's interest in this Local Agency Financing Lease and the rentals, income and profits to be received under this Local Agency Financing Lease, including without limitation the Agency Rent Payments. The Local Agency acknowledges and agrees to such assignment and transfer. The State irrevocably authorizes and directs the Local Agency, upon receipt of written notice from the Trustee, as assignee of the Corporation, that an Event of Default has occurred and is continuing under the Master Financing Lease, to pay to the Trustee, as assignee of the Corporation, the Agency Rent Payments and other amounts due and to become due hereunder. The State shall not have any right or claim against the Local Agency for any Agency Rent Payments or other amounts so paid by the Local Agency to the Trustee as assignee of the Corporation.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that it has had adequate opportunity to inspect the Property, and that such Property, including but not limited to the structures and improvements thereon, is acceptable to the Local Agency in its present condition. The Local Agency subleases the Property in its present condition, "as is." The State makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, structural or other condition, usability, suitability, occupancy or management of the Property, as to the income from or expense of the use or operation thereof, as to title to the Property, as to compliance with applicable zoning, subdivision, planning, safety, fire, health or environmental laws, regulations, ordinances or codes, or as to compliance with applicable covenants, conditions or restrictions, or any other representation or warranty with respect to the Property.

Section 2.6 State Not Liable. The State and its officers and employees shall not be liable to the Local Agency or to any other Person for any death, injury or damage that may result to any Person or property by or from any cause whatsoever in, on, about or relating to the Property.

ARTICLE III AGENCY RENT PAYMENTS; CONDITIONAL PAYMENT BY STATE; FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Rent Payments. Each Agency Rent Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Lease. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency, absent manifest error. Each Agency Rent Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Rent Payment Date. Payments of Additional Rent shall be made to or upon the order of the State Treasurer. Each Agency Rent

Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

The Agency Rent Payments and Additional Rent for each rental payment period during the term of this Local Agency Financing Lease shall constitute the total rental due for such period, and shall be paid for and in consideration of the use and occupancy and continued quiet enjoyment of the Property for such period. The Parties have determined and agreed that such total rental does not exceed the fair rental value of the Property for each such rental period, given the purposes, terms and provisions of this Local Agency Financing Lease. Anything herein to the contrary notwithstanding, the Local Agency waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rental in the event that there is substantial interference with the use or right to possession by the Local Agency of the Property or any portion thereof as a result of material damage, destruction or condemnation.

Section 3.2 Sources of Payment of Agency Rent Payments.

(a) *Local Agency Financing Lease.* The Local Agency acknowledges and agrees that the State is subleasing the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution of this Local Agency Financing Lease, the State shall execute and deliver the Master Financing Lease with the Corporation, pursuant to which the State agrees to make Rent Payments for the sublease of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, that will be sufficient in the aggregate to refinance the Project Costs of the Project being refinanced by the Local Agency, but only to the extent such Project Costs are refinanced under the Master Financing Lease. The Agency Rent Payments by the Local Agency under this Local Agency Financing Lease shall be sufficient in the aggregate to pay, on each Rent Payment Date, the Rent Payment for the Property subleased by the State from the Corporation for and on behalf of the Local Agency under the Master Financing Lease. The Local Agency pledges its full faith and credit to make the Agency Rent Payments that are required to be paid to the State under this Local Agency Financing Lease.

Rent Payments allocable to Project Costs, or the refinancing thereof, of Local Agencies shall be payable by the State solely from Agency Rent Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Lease and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Lease.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Lease, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Lease

on behalf of the Local Agency, or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Agency Rent Payments.* Upon the failure of the Local Agency to make any Agency Rent Payment at such time and in such amount as required pursuant to this Local Agency Financing Lease, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Rent Payment Fund (established under the Master Financing Lease) on behalf of such Local Agency within 15 Business Days after such Agency Rent Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Rent Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State Treasurer for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable including but not limited to actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Rent Payments and Additional Rent. The treasurer of the Local Agency shall remit each Agency Rent Payment to the State on each Agency Rent Payment Date and any Additional Rent when due hereunder from any legally available funds of the Local Agency.

Section 3.3 Net Lease. The obligation of the Local Agency to make Agency Rent Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. This Local Agency Financing Lease shall be deemed and construed to be a "triple net lease" with respect to the State. The Local Agency shall pay the Agency Rent Payments, Additional Rent and all other amounts due hereunder, as well as taxes, assessments, insurance, utilities, and all normal maintenance and operating costs for the Project, as further described in part in Sections 6.2(k), (l) and (n) of this Local Agency Financing Lease. The Local Agency shall pay such obligations without notice or demand, and without any diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against among the Local Agency, the State, the Corporation, the Trustee, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Lease, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to the Sites pursuant to the Site Leases, (ii) all of its rights to receive the Rent Payments and any Additional Rent under the Master Financing Lease, (iii) its right to take all actions, exercise all remedies, and give all consents under the Site Leases and the Master Financing Lease, (iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease and this Local Agency Financing Lease, and in and to the

Property and any rents or profits from the Property, and (v) its right of access described in the Master Financing Lease, in consideration for the Trustee's causing to be paid to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Site Leases and Master Financing Lease or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Site Leases and Master Financing Lease as if the Trustee had been the original party thereto. Except where the context otherwise requires, every reference in the Site Leases, Master Financing Lease and this Local Agency Financing Lease to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV

OPTIONAL AND EXTRAORDINARY PREPAYMENT OF AGENCY RENT PAYMENTS

Section 4.1 Optional Prepayment. (a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Rent Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of the State's Rent Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Lease and to pay any Additional Rent in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Rent Payments, which notice shall specify the date of prepayment, and the amount and the Agency Rent Payment Dates of the Agency Rent Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Rent Payments, including any Additional Rent in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Extraordinary Prepayments.

(a) *Eminent Domain; Loss of Title.* The Local Agency shall prepay or cause to be prepaid from eminent domain awards or sale proceeds received pursuant to Section 5.1, and from the net proceeds of title insurance received pursuant to Section 5.2, Agency Principal Components then unpaid, in whole or in part on any date, at a prepayment price equal to the sum of the Agency Principal Components so prepaid, plus accrued interest to the date of prepayment. The aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts.

(b) *Insurance Proceeds.* The Local Agency may, at its option and upon approval of the State Treasurer, prepay or cause to be prepaid from net insurance proceeds received pursuant to Section 5.3, Agency Principal Components then unpaid, in whole or in part on any date, at a

prepayment Price equal to the sum of the Agency Principal Components so prepaid, plus accrued interest to the date of prepayment. The aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts.

Section 4.3 Revision of Agency Rent Payments upon Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Rent Payment due on each Agency Rent Payment Date on and after the date of any prepayment pursuant to Sections 4.1 or 4.2, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Rent Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer pursuant to Section 4.1(b).

Section 4.4 Discharge of Agency Local Agency Financing Lease. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Lease shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside pursuant to Section 4.4(b) applied to make the remaining Agency Rent Payments) when either:

(a) all Agency Rent Payments and all Additional Rent and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Rent Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such actions are permitted under this Local Agency Financing Lease, the Master Financing Lease and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Rent Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Rent.

ARTICLE V EMINENT DOMAIN; LOSS OF TITLE; DAMAGE AND DESTRUCTION

Section 5.1 Eminent Domain. If all of the Property subleased to the Local Agency pursuant to this Local Agency Financing Lease, or so much of it that the remainder becomes unsuitable for the Local Agency's then-existing needs, is taken under the power of eminent domain (or sold under threat of condemnation), the sublease of the Property pursuant to this Local Agency Financing Lease shall cease as of the day that the Local Agency is required to vacate the Property. If less than all of the Property is taken under the power of eminent domain (or sold under threat of condemnation), and the remainder is suitable for the Local Agency's then-existing needs, as reasonably determined by the State, then this Local Agency Financing Lease shall continue in effect as to the remainder, and the Parties waive any benefits of the law to the contrary. In that event, there shall be no abatement of the rental due from the Local Agency. So long as any Agency Rent Payments under this Local Agency Financing Lease remain unpaid, any eminent domain award and any proceeds of sale under threat of condemnation for all or any part of the Property shall be applied to the prepayment of Agency

Rent Payments as provided in Section 4.2(a). Any award or proceeds in excess of the amount necessary to prepay the Agency Rent Payments, and thereby to prepay or provide for the payment of the corresponding portion of the Rent Payments under the Master Financing Lease, shall be paid to the Corporation, the State and the Local Agency as their respective interests may appear.

Section 5.2 Loss of Title. If there is a loss of title to the Property which is insured under a policy or policies of title insurance, or so much of it that the remainder becomes unsuitable for the Local Agency's then-existing needs, then the Local Agency's sublease of the Property shall cease as of the day that the Local Agency is required to vacate the Property. If there is a loss of title to less than all of the Property, and the remainder is suitable for the Local Agency's then-existing needs, as reasonably determined by the State Treasurer, then this Local Agency Financing Lease shall continue in effect as to the remainder, and the Parties waive any benefits of the law to the contrary. In that event, there shall be no abatement of the rental due from the Local Agency. So long as any Agency Rent Payments under this Local Agency Financing Lease remain unpaid, any payments under any title insurance policy or policies with respect to the Property shall be applied to the prepayment of Agency Rent Payments as provided in Section 4.2(a). Any payment in excess of the amount necessary to prepay such Agency Rent Payments, and thereby to prepay or provide for the payment of the corresponding portion of the Rent Payments due under the Master Financing Lease, shall be paid to the Corporation, the State and the Local Agency as their respective interests may appear.

Section 5.3 Damage or Destruction. If all or any portion of the Property subleased to the Local Agency pursuant to this Local Agency Financing Lease is damaged or destroyed by fire or other casualty, this Local Agency Financing Lease shall not terminate, and there shall be no abatement of the rent due from the Local Agency. So long as any Agency Rent Payments remain unpaid, any payments under the property insurance policy or policies with respect to the Property may be applied to the prepayment of Agency Rent Payments as provided in Section 4.2(b), or may be paid to the State Treasurer and applied as provided in Section 5.03 of the Trust Agreement.

ARTICLE VI REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 6.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an "other agency" within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Lease.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Lease, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or

default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Site or the Project, except as expressly provided in this Local Agency Financing Lease and the Master Financing Lease.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Lease.

(e) This Local Agency Financing Lease constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Site and the Project thereon to be designed, acquired and/or constructed pursuant to this Local Agency Financing Lease is essential to the Local Agency's ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of such Property during the term of this Local Agency Financing Lease.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Lease.

(h) The obligations of the Local Agency under this Local Agency Financing Lease, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency is the owner in fee of the Property.

(j) The Local Agency is not in violation of, or subject to any pending or threatened investigation by, any governmental authority under any federal, State or local law, regulation, or ordinance pertaining to the handling, transportation, storage, treatment, usage or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters or any zoning or land use matters with respect to the Property or the Project.

Section 6.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an "other agency" within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Rent Payments and Additional Rent due hereunder in its annual budget and to make any necessary appropriations for all such Agency Rent Payments and Additional Rent.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of

its electors, to provide funds, together with other legally available money, sufficient to make the Agency Rent Payments and the other payments required under this Local Agency Financing Lease.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Rent Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Rent Payment due on such date.

(e) *Tax-Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Lease or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Rent Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Lease or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Agency Rent Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Rent Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens, Assignments or Subleases.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property or any part thereof, except for Permitted Encumbrances. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey, mortgage, pledge, sublet or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Lease, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Rent Payments and Additional Rent in conformity with the terms and provisions of this Local Agency Financing Lease, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be

done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission or refraining from doing anything, would or might be ground for cancellation or termination of this Local Agency Financing Lease.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Lease, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Maintenance; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair and condition, protect the same from deterioration other than normal wear and tear, and pay or cause to be paid all charges for utility services to the Property; (ii) comply with the requirements of applicable laws, ordinances and regulations and the requirements of any insurance or self-insurance program required under Section 6.2(n) in connection with the use, occupation and maintenance of the Property; (iii) obtain all permits and licenses, if any, required by law for the use, occupation and maintenance of the Property; and (iv) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property.

(l) *Impositions.* If during the term of this Local Agency Financing Lease, any Imposition is imposed or incurred in connection with the sublease of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Rent Payments by the Local Agency, or the payment of the Rent Payments payable therefrom by the State, the Local Agency shall pay all such Impositions when due. The Local Agency at its own expense may contest any such Impositions until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions. If the Corporation or the State pays any such Impositions for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the Corporation or the State for such payments as Additional Rent.

(m) *Hazardous Substances.*

(i) *Use.* The Property does not currently violate, and neither the Local Agency nor its officers, agents, employees, contractors, or invitees, shall use the Property in a manner that violates, any applicable federal, state or local law, regulation or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage and disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. The Local Agency shall not cause or permit the release or disposal of any Toxic or Hazardous Substances on or from the Property.

(ii) *Indemnity.* The Local Agency, to the extent permitted by law, agrees to protect, indemnify, defend (with counsel satisfactory to the Local Agency) and hold the State, the Corporation and the Trustee, and their respective directors, officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising out of or in any way relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property; *provided, however,* that the Local Agency shall not be obligated to indemnify such parties, in its capacity as Lessor under the Site Lease, from any such claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property occurring when the Local Agency is not or was not in possession of the Property. Such indemnity shall include, without limitation, costs incurred in connection with:

(A) Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property; or

(B) Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Property; or

(C) Toxic or Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property by any person, corporation, partnership, or entity other than the Local Agency, its officials, officers, employees or agents.

The indemnification provided by this subsection shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property. Such costs may include, but not be limited to, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, sums paid in settlements of claims, attorney's fees, consultants fees, and expert fees.

(iii) *Notification Requirements.* The Local Agency shall promptly notify the other Parties in writing of all spills or releases of any Toxic or Hazardous Substances, all

failures to comply with any federal, state, or local law, regulation or ordinance, all inspections of the Property by any regulatory entity concerning the same, all notices, orders, fines or communications of any kind from any governmental entity or third party that relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Property or any activity conducted thereon, and all responses or interim cleanup action taken by or proposed to be taken by any government entity or private party on the Property.

Upon request by any Party, the Local Agency shall provide such Party with a written report (A) listing the Toxic or Hazardous Substances that were used or stored on the Property; (B) discussing all releases of Toxic or Hazardous Substances that occurred or were discovered on the Property and all compliance activities related to Toxic or Hazardous Substances, including all contacts with and all requests from third parties for cleanup or compliance; (C) providing copies of all permits, manifests, business plans, consent agreements or other contracts relating to Toxic or Hazardous Substances executed or requested during that time period; and (D) including such other information requested by such Party.

(iv) *Inspection Rights.* The Parties, and their officers, employees and agents, shall have the right, but not the duty, to inspect the Property and the Local Agency's relevant environmental and land use documents at any time and to perform such tests on the Property as are reasonably necessary to determine whether the Local Agency is complying with the terms of this Local Agency Financing Lease. The Local Agency shall be responsible for paying for any testing that is conducted if the Local Agency is not in compliance with this Local Agency Financing Lease and such Party has reason to believe such noncompliance is due to the Local Agency's operations or use of the Property. If the Local Agency is not in compliance with this Local Agency Financing Lease, such Party, without waiving or releasing any right or remedy it may have with respect to such noncompliance, shall have the right to immediately enter upon the Property to remedy any contamination caused by the Local Agency's failure to comply notwithstanding any other provision of this Local Agency Financing Lease. The Party shall use reasonable efforts to minimize interference with the Local Agency's business but shall not be liable for any interference caused thereby.

(v) *Corrective Action.* In the event any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work ("Remedial Work") of any kind is necessary under any applicable federal, state or local laws, regulations or ordinances, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Property, the Local Agency shall assume responsibility for all such Remedial Work and shall promptly commence and thereafter diligently prosecute to completion all such Remedial Work. The Local Agency shall pay for all costs and expenses of such Remedial Work, including, without limitation, the Party's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event the Local Agency shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, such Party may, but shall not be required to, cause such Remedial Work to be performed

and all costs and expenses thereof, or incurred in connection therewith, shall become immediately due and payable as Additional Rent due to the State from the Local Agency.

(n) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time, but in any event not less than the aggregate amount of the Agency Principal Components of Agency Rent Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. Such property insurance shall be "all risk" insurance, and shall cover physical loss or damage as a result of fire, lightning, theft, vandalism, malicious mischief, flood, earthquake, and boiler and machinery; provided, that the State Treasurer may waive the requirement for earthquake or flood insurance if it determines, in its reasonable discretion, that the same is not available from reputable insurers and commercially reasonable rates. Such extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as the Local Agency may reasonably determine from time to time. Such policies of insurance shall provide that all proceeds thereunder shall be payable to the Trustee, as assignee of the Corporation, pursuant to a lender's loss payable endorsement in a form approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The net proceeds of such insurance shall be applied as provided in Section 5.03 of the Trust Agreement. Such insurance may at any time include a deductible of not to exceed \$5,000 for losses in any year, or such greater amount as the State Treasurer may approve in writing.

(iii) The insurance required under paragraphs (i) and (ii) above (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms or conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) Unless otherwise agreed by the State, the Local Agency shall obtain a policy or policies of title insurance on the Property, subject only to Permitted Encumbrances, in an amount equal to the aggregate amount of Agency Rent Payments to become due hereunder, payable to the State and the Trustee, in a form and from a provider approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The proceeds received under any such policy shall be applied as provided in Section 5.2.

(vii) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 6.2(n).

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

Section 7.1 | Agency Event of Default. Each of the following shall constitute an "Agency Event of Default" hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Rent Payment required to be paid hereunder within ten 10 Business Days of the respective Agency Rent Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for an additional 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Lease or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

(d) If the Local Agency shall abandon or vacate the Property; and

(e) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency, in writing, of its inability to pay its debts generally, or the

making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 7.1(e).

(f) If an event of default shall occur under any Additional Financing Lease Agreement.

Notwithstanding the foregoing provisions of this Section 7.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in this Local Agency Financing Lease, the Local Agency shall not be deemed in default during the continuance of such inability. The term "*force majeure*" means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State Treasurer, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 7.2 Rights of State Following Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) *Continuation; Reentry and Reletting.* The State may continue this Local Agency Financing Lease in full force and effect, and (i) collect rent and other amounts as they become due hereunder, (ii) enforce every other term and provision hereof to be observed or performed by the Local Agency, and (iii) exercise any and all rights of entry and reentry upon the Property. In the event that the State does not elect to terminate this Local Agency Financing Lease in the manner provided pursuant to paragraph (b) of this Section, the Local Agency agrees to observe and perform all terms and provisions herein to be observed or performed by it, and, if the Property is not relet, to pay the full amount of the rent and other amounts due hereunder for the term of this Local Agency Financing Lease, or, if the Property or any part thereof is relet, to pay any deficiency that results therefrom, in each case at the same time and in the same manner as otherwise provided herein, and notwithstanding any reentry or reletting by the State, or suit in unlawful detainer or otherwise brought by the State for the purpose of effecting such re-entry or obtaining possession of all or any part of the Property. Should the State elect to re-enter or

obtain possession of all or any part of the Property, the Local Agency hereby irrevocably appoints the State as the Local Agency's agent and attorney-in-fact (i) to relet the Property, or any part thereof, from time to time, either in the name of the State or otherwise, upon such terms and conditions and for such use and period as the State may determine in its discretion, (ii) to remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (iii) to place such personal property in storage in any warehouse or other suitable place for the Local Agency in the county in which such personal property is located, for the account of and at the expense of the Local Agency. The Local Agency shall be liable for, and hereby agrees to pay the State, the State's costs and expenses in connection with reentry of the Property, removal and storage of any personal property, and reletting of the Property. The Local Agency hereby agrees that the terms of this Local Agency Financing Lease constitute full and sufficient notice of the right of the State to reenter and relet the Property or any part thereof without effecting a surrender or termination of this Local Agency Financing Lease. Termination of this Local Agency Financing Lease upon an Agency Event of Default shall be effected solely as provided in paragraph (b) of this Section. The Local Agency further waives any right to, and releases, any rental obtained by the State upon reletting in excess of the rental and other amounts otherwise due hereunder.

(b) *Termination.* The State may terminate this Local Agency Financing Lease, but solely upon written notice by the State to the Local Agency of such election. No notice to pay rent, notice of default, or notice to deliver possession of the Property or of any part thereof, nor any entry or reentry upon the Property or any part thereof by the State, nor any proceeding in unlawful detainer or otherwise brought by the State for the purpose of effecting such reentry or obtaining possession, nor any surrender of the Property or any part thereof by the Local Agency, nor any other act shall operate to terminate this Local Agency Financing Lease, and no termination of this Local Agency Financing Lease on account of a Master Financing Lease Event of Default shall be or become effective by operation of law or acts of the Parties or otherwise, unless and until such notice of termination shall have been given by the State. Upon such termination, the State may (i) reenter the Property or any part thereof and remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (ii) place such personal property in storage in any warehouse or other suitable place for the Local Agency in the county in which such personal property is located, for the account of and at the expense of the Local Agency. Upon such termination, the Local Agency's right to possession of the Property shall terminate, and the Local Agency shall surrender possession thereof to the State. In the event of such termination, the Local Agency shall remain liable to the State for damages in an amount equal to the rent and other amounts that would have been due hereunder for the balance of the term hereof, less the net proceeds, if any, of any reletting of the Property or any part thereof by the State subsequent to such termination, after deducting the expenses incurred by the State in connection with any such reentry, removal and storage of personal property, and reletting. The State shall be entitled to collect damages from the Local Agency on the respective Agency Rent Payment Dates.

(c) *Other Remedies.* In addition to the other remedies set forth in this Section, upon the occurrence and continuance of an Agency Event of Default, the State shall be entitled to proceed to protect and enforce the rights vested in them by this Local Agency Financing Lease or by law. The terms and provisions of this Local Agency Financing Lease and the duties and obligations of the Local Agency hereunder, and the officers and employees thereof, shall be

enforceable by the State by an action at law or in equity, for damages or for specific performance, or for writ of mandate, or by other appropriate action, suit or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the State shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the Local Agency and its officers and employees to account as the trustee of an express trust;

(ii) Injunction. By action or suit in equity to enjoin the violation of the rights of the State.

(iii) Mandate. By writ of mandate or other action, suit or proceeding at law or in equity to enforce the State's rights against the Local Agency and its officers and employees, and to compel the Local Agency to perform and carry out its duties and obligations under the law and its covenants and agreements with the State as provided herein.

In the event that the State shall prevail in any action, suit or proceeding brought to enforce any of the terms of provisions of this Local Agency Financing Lease, the Local Agency shall be liable for the reasonable attorneys' fees of the State in connection therewith.

The Local Agency hereby waives any and all claims for damages caused or which may be caused by the State in reentering and taking possession of the Property or any part thereof as provided herein, and all claims for damages that may result from the destruction of or injury to the Property or any part thereof, and all claims for damages to or loss of any personal property that may be in or upon the Property.

Section 7.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default, and shall not affect or impair the rights or remedies of the State Treasurer in connection with any such subsequent default or Agency Event of Default.

No acceptance of less than the full amount of a rental payment due hereunder shall constitute an accord and satisfaction or compromise of any such payment unless the State specifically agrees to such accord and satisfaction or compromise in writing.

Section 7.4 Default by State. Anything herein to the contrary notwithstanding, the State shall not be in default in the observance or performance of any of the covenants, agreements, terms or conditions to be observed or performed by it hereunder unless and until the

State shall have failed to observe or perform such covenant, agreement, term or condition for a period of 60 days after written notice by the Local Agency to the State Treasurer specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for such additional time as shall be reasonably required to correct such failure if corrective action is commenced by the State within such period and diligently pursued until the failure is corrected.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the design, acquisition, construction, financing or refinancing thereof. To the extent permitted by law, the Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Lease or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Lease, the Master Financing Lease or the other Series 2021C Agreements, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 8.1 shall survive the final payment of the Agency Rent Payments and the termination of this Local Agency Financing Lease for any reason.

Section 8.2 Term. If on [] (the "Scheduled Termination Date"), all amounts due hereunder shall not have been paid or the payment thereof duly provided for pursuant to Section 4.4, then the term of this Local Agency Financing Lease shall be extended until 10 days after all amounts due hereunder shall have been paid or the payment thereof so provided for, except that the term of this Local Agency Financing Lease shall in no event be extended more than five years beyond the Scheduled Termination Date. If prior to the Scheduled Termination Date, all amounts due hereunder shall have been paid or the payment thereof so provided for, the term of this Local Agency Financing Lease shall end 10 days thereafter or 10 days after written notice by the Local Agency to the State Treasurer, whichever is earlier.

Section 8.3 Termination. The Local Agency agrees, upon the termination of this Local Agency Financing Lease, to quit and surrender the Property (i) in the same good order, condition and repair as the same was in at the time of commencement of the term hereunder, except for acts of God and reasonable wear and tear, that affect the condition of the Property; and (ii) free and clear of all leases, occupancies, liens and encumbrances, other than those existing as of the Dated Date or subsequently created in accordance herewith. The Local Agency agrees that any permanent improvements and structures existing upon the Property at the time of such termination of this Local Agency Financing Lease shall remain thereon. The Local Agency shall

thereafter execute, acknowledge and deliver to the State such instruments of further assurance as in the reasonable opinion of the State Treasurer are necessary or desirable to confirm the State's leasehold right, title and interest in and to the Property.

Section 8.4 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

CITY OF GRANDVIEW, WASHINGTON,
as Local Agency

By _____
Authorized Agency Representative

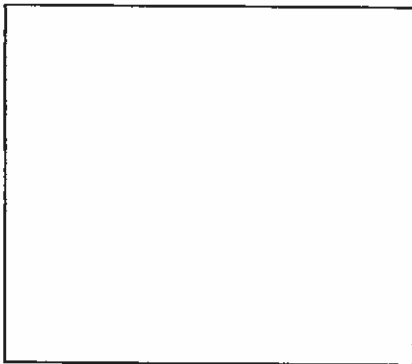
By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JASON P. RICHTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy State Treasurer Debt Management of the STATE OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

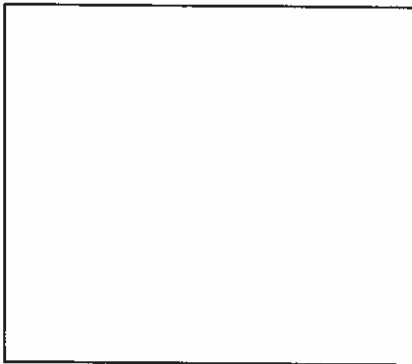
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of the CITY OF GRANDVIEW, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

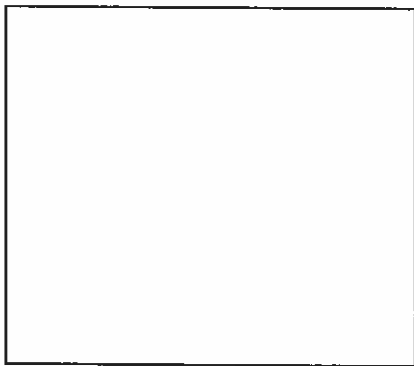
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of the CITY OF GRANDVIEW, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

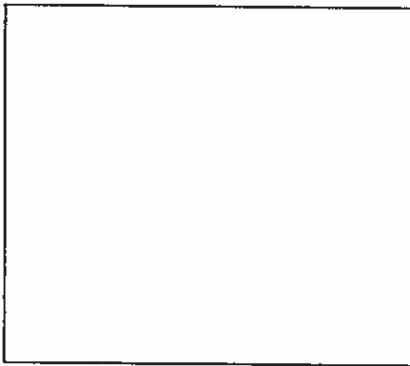
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of the CITY OF GRANDVIEW, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My commission expires _____

EXHIBIT A
NOTICE OF INTENT

EXHIBIT B

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

EXHIBIT C
LEGAL DESCRIPTION

EXHIBIT D
AGENCY RENT PAYMENTS

Certificate Designating Authorized Agency Representatives

I, Anita Palacios, City Clerk of the City of Grandview (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 2021-____, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Lease to which this Certificate is attached as Exhibit B, and all documentation in connection therewith, including but not limited to the Local Agency Site Lease, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such resolution/ordinance, 2 of the 2 following signature(s) are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

(signature) Gloria Mendoza, Mayor

(signature) Matthew Cordray, City Treasurer

Dated this _____ day of September, 2021.

City Clerk
City of Grandview

SUBSCRIBED AND SWORN TO before me this _____ day of September, 2021.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____
My Commission Expires: _____