



Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295
(541) 687-3123, www.4j.lane.edu

SCHOOL DISTRICT NO. 4J, LANE COUNTY

Eugene Public Schools

REQUEST FOR LETTERS OF INTEREST

LEASE OF CIVIC STADIUM PROPERTY

2079 Oak St, Eugene, Oregon 97405

Lane County School District No. 4J is soliciting Letters of Interest from persons or agencies who may be interested in leasing, or purchasing an option to lease, the Civic Stadium property for a period of up to three years. The purpose of obtaining Letters of Interest is to establish a pool of potential tenants for the property whose proposals will be considered for selection. A packet of applicable information is available from the District's website at: <http://www.4j.lane.edu/civicstadium/documents>

In accordance with Administrative Rules, the District will consider proposals from the following potential users:

- Other tax-supported agencies
- Neighborhood and community groups
- Private, nonprofit groups
- Private or parochial schools
- Small businesses
- Clean, quiet industries
- Other appropriate users

Preference will be given to persons or agencies considering applicable zoning ordinances, compatibility of use with the facility and the neighborhood, financial capability, and ability to comply with the desired minimum lease terms (listed below).

The lease term is one year, with two successive one-year renewal options. The total term of the lease including renewal options may not exceed three years.

The desired terms of the Lease Agreement will, at a minimum, require that the Lessee:

- Pay an annual lease in the amount of not less than \$250,000 per year.
- Assume all property tax liability associated with use and/or occupancy.
- Be responsible for all maintenance, repair, and costs of operation, including all utilities.
- Provide property casualty insurance for full replacement value.
- Provide Umbrella Liability coverage in an amount not less than \$5 million.
- Indemnify and hold the district harmless regarding Lessee's use of premises and provide liability insurance coverage in an amount of not less than \$1 million per occurrence and \$2 million in the aggregate.

- Refrain from occupying the historic grandstands for public use or assembly. Refrain from use or entry of the vacant outbuilding adjacent to the third base line and left field.

Submit Letters of Interest to Facilities Management, to the attention of Marilyn Scharen, at 715 West Fourth Avenue, Eugene, OR, 97402, by no later than 3:00 pm, August 12, 2011. Please include with your submittal the following information:

- Letter of introduction signed by an authorized principal of the proposing entity.
- Name, address, email address, and contact telephone number.
- Brief summary of interest, purpose, and intent for lease and use of property during the lease term.
- Indicate portion of site to be included under the lease, or alternatively indicate exclusion areas and whether continuation of existing uses by City and/or District would be compatible.
- Proposed lease term, not to exceed three years.
- Proposed annual lease amount, or proposed amount for purchase of lease option.
- Estimated parking requirements.
- Ability to comply with desired minimum lease terms as listed above – financial and otherwise. Note exclusions.

Facilities Management will review all Letters of Interest with respect to the above submittal requirements and will advise the Superintendent regarding the proposals. As stated above, preference will be given to persons or agencies considering applicable zoning ordinances, compatibility of use with the facility and the neighborhood, and ability to comply with the desired minimum lease terms. Interviews or presentations may or may not be scheduled depending upon need as determined by Facilities Management. The Superintendent will select the most favorable proposal that is in compliance with the desired minimum lease requirements and will negotiate a short-term lease with the selected tenant.

Go to: <http://www.4j.lane.edu/civicstadium/documents> for additional information.

LEASE OPTION AGREEMENT

DATE: _____ (“Effective Date”)

FROM: Lane County School District 4J (“Owner”)
200 N. Monroe Street
Eugene, OR 97402

TO: _____ (“Optionee”)

Name

_____ Title (if any)

_____ Address

RECITALS

Owner owns fee simple title to the real property described in Exhibit A to the Civic Stadium Lease Agreement (attached hereto and marked Exhibit 1), together with all improvements situated on it. The real property and improvements, together with all other rights, hereditaments, and tenements appurtenant to the real property and improvements, are collectively referred to herein as the “Premises.”

Optionee desires to acquire an option to lease the Premises on the terms and conditions stated in the document attached entitled Civic Stadium Lease Agreement, Exhibit 1.

Owner has agreed to grant Optionee an exclusive option to lease the Premises, and the parties desire to evidence their agreement regarding the option.

The parties therefore agree as follows:

AGREEMENT

Section 1. Grant of Option

Owner, in consideration of the sum of two hundred fifty thousand and no/100 dollars (\$250,000.00) paid to Owner by Optionee in cash, receipt of which is hereby acknowledged by Owner, no other option payments are due or payable during this

Option, grants to Optionee the sole and exclusive option to lease the Premises (the "Option") in the manner set forth in Exhibit 1.

Section 2. Option Terms

2.1 Term. The term of the Option (the "Term") commences on the Effective Date and will continue for a period of one year. If the last day of the Term falls on a Saturday, a Sunday, or a holiday recognized by the federal government or the state of Oregon, all of the Optionee's rights during such time period will extend through the next business day.

2.2 Exercise of Option. The Option must be exercised, if at all, by written notice (the "Exercise Notice") given by Optionee to Owner: Attn: Jonathan P. Lauch, Director, Facilities Management and Transportation Services, 715 West 4th Avenue, Eugene, OR 97402, at any time during the first eleven (11) months of the Term, stating that Optionee has elected to exercise the Option. The Option may be exercised only with respect to the entire Premises, and nothing contained herein will be construed as permitting Optionee to lease less than all of the Premises under this option. Upon exercise of this Option, Optionee will be obligated to lease the Premises from Owner, and the Owner will be obligated to lease the Premises to Optionee, for the price and in the manner set forth in Exhibit 1 within three (3) days of the exercise of the Option provided, however, Landlord shall have thirty (30) days in which to remove any of its personal property stored on the Premises.

2.3 Failure to Exercise Option. If the Optionee fails for any reason to exercise the Option in the manner set forth herein, Optionee will have no further claim against or interest in the Premises or any of the Option Money Payments. In the event of the failure to exercise the Option, Optionee will provide Owner with any instruments that Owner reasonably deems necessary for the purpose of removing from the public record any cloud on title to the Premises that is attributable to the grant or existence of the Option.

Section 3. Option Money

Contemporaneously with the execution of this Agreement, Optionee has paid Owner the cash sum of two hundred fifty thousand and no/100 dollars (\$250,000.00) as stated in Section 1, the receipt of which is hereby acknowledged by Owner. No other Option Money Payment is due or payable during the Option period.

Section 4. Nonassignability

Optionee covenants with Owner that it will not sell, assign, sublease, or in any other manner transferring any interest in this Option or the interest in the Lease attached as Exhibit 1.

Section 5. Time Is of the Essence

Time is of the essence of this Agreement.

Section 6. Authority to Execute

Each person executing this Agreement on behalf of Owner and Optionee, respectively, warrants his or her authority to do so.

Executed on the day and year first above written.

OWNER:

By: _____

Name: _____

Title: _____

OPTIONEE:

By: _____

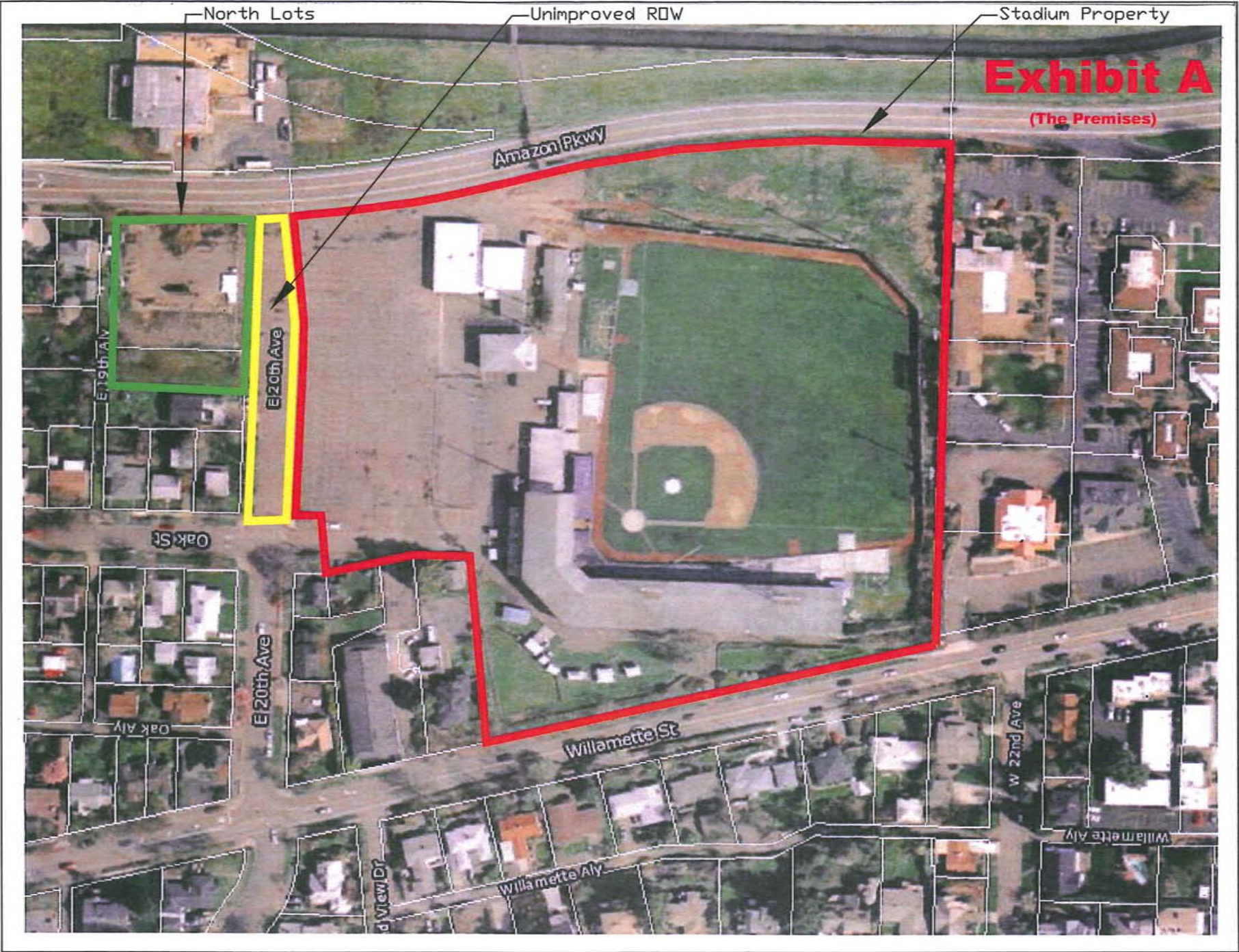
Name: _____

Title: _____

Attachments:

Exhibit 1—Civic Stadium Lease Agreement

DRAFT



North Lots

Unimproved ROW

Stadium Property

Exhibit A
(The Premises)

Amazon Pkwy

E 19th Ave

E 20th Ave

Oak St

Oak Aly

E 20th Ave

Willamette St

W 22nd Ave

Willamette Aly

View Dr

Willamette Aly

Exhibit B

■ (Fenced Portion)



CIVIC STADIUM LEASE AGREEMENT

The parties to this Lease Agreement are LANE COUNTY SCHOOL DISTRICT NO. 4J, Landlord, and _____, Tenant. The effective date of this agreement is _____, 20__.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS contained herein, the parties agree as follows:

1. Term of Lease.

- 1.1 Commencement of Initial Term. This Lease shall commence the day after the exercise of the option and will continue for twelve calendar months, plus the partial month, if any, in which the Tenant exercises the Option which period shall be referred to as the Initial Term.
- 1.2 Renewal Option. In the event the Lease is not in default during the Initial Term, Tenant will have the option to extend the Lease for one (1) Extension Term. The Extension Term shall commence on the first day after the expiration of the Initial Term for a period of an additional twelve (12) months or for a term as then mutually agreed upon by Landlord and Tenant.
- 1.3 Renewal Terms. Save for the number of calendar months to be negotiated, the terms and conditions of the Renewal Term shall be identical to the original Terms, including the monthly fee provided in paragraph 3.1.
- 1.4 Overall Time Limitation. Notwithstanding anything seemingly to the contrary herein contained the Extension Term shall not be extended for a period that would take the Extension Term beyond three (3) years from the Effective Date of the Lease Option Agreement to which this Lease is appended.
- 1.5 Tenant will exercise the option to extend, if at all, by giving Landlord written notice of such exercise not earlier than one hundred twenty (120) days or later than sixty (60) days before the extension commencement date.
- 1.6 Upon the exercise of the extension option in accordance with this section the parties will execute and deliver an amendment to the Lease setting forth the time of the Extension Term.

2. Occupancy. The Civic Stadium Premises subject of this Lease is designated and outlined in red and yellow on the attached Exhibit A which is made a part hereof. The Tenant acknowledges that the parcel is leased with various degrees of occupancy and use all as more particularly set forth in this Lease. The entire property outlined in red and yellow in Exhibit A shall be referred to herein as The Premises.

3. Rent.

- 3.1 Monthly Rent. The monthly rental shall be twenty thousand eight hundred thirty four and no/100 dollars (\$20,834.00) for each month of the lease term, payable in advance on the 1st day of each month.
- 3.2 In the event that Tenant does exercise its option in accordance with Paragraph 2 of the Lease Option Agreement and this lease becomes effective, Tenant shall receive as a credit toward future monthly rent, a monthly sum equivalent to a month's rent for each month remaining on the option term. (By way of example, should Tenant exercise its option at the end of the sixth month of its option term, as a Tenant it shall receive a credit toward the monthly rent due hereunder at the rate of \$20,834.00 per month for the remaining six months of its Option Term and commence its Monthly Rental on the first day of the seventh month of this lease.) Nothing in this paragraph contained shall in any way be construed as modifying Paragraph 2.3 Failure to Exercise Option of the Lease Option Agreement.
- 3.3 Late Fee. Landlord and Tenant recognize that time is of the essence of this Agreement and that Landlord will suffer financial loss if Tenant fails to make rental payments within the time specified in paragraph 3.1 of this Agreement. The parties also recognize the delays, expenses and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Landlord if Tenant fails to submit payment on time. Accordingly, instead of requiring any such proof, the parties agree that as liquidated damages for delay (but not as a penalty), Tenant shall pay Landlord \$250.00 for each day that expires after the date rent was due until full payment is made. The parties agree that the amount included in this paragraph is reasonable in light of the anticipated or actual harm caused by non-payment.
- 3.4 Additional Fees. In addition, Tenant shall reimburse to the Landlord on demand and at cost, all insurance coverage the Landlord carries on behalf of the Tenant and for which the Tenant is responsible.
- 3.5 Where Paid. Payment of rent and any other sums due Landlord from Tenant hereunder shall be mailed to: Eugene School District 4J, Attention: Marilyn Scharen, 715 West 4th Avenue, Eugene, OR 97402.

4. Security Deposit.

- 4.1 Amount. To secure prompt and faithful payment of the rent and faithful performance by the Tenant of all other covenants and conditions herein contained on Tenant's part to be performed, Tenant shall deposit with the Landlord the

amount of Thirty Thousand and No/100 Dollars (\$30,000.00) upon execution of this Lease.

- 4.2 Application. If Tenant defaults in any payment of rent (including late fee, if any) or fails to perform any of Tenant's other covenants and conditions, Landlord shall have the right to apply the Deposit, or any portion thereof, toward curing such default or failure. In the event of any such application, Tenant shall upon written demand of Landlord, deposit with Landlord a sufficient amount of cash to restore the Deposit to its original amount. Tenant's failure to make payment within ten (10) days after receipt of such demand from Landlord shall carry with it the same consequences as failure to pay an installment of rent due under this Lease.
- 4.3 Return. If this Lease is terminated for any reason other than default by Landlord, or damage or destruction to the leased premises not caused by Tenant, in either of which events, the Deposit, less any portion thereof which may have been used by Landlord to cure any default or applied to any damage suffered by Landlord, shall be refunded to Tenant. Landlord shall have the right to retain the Deposit until the date of expiration of this Lease by lapse of time (whether or not the Lease has been earlier terminated) so that the full damages of Landlord may be ascertained. If this Lease terminates by lapse of time, Landlord shall return the Deposit to Tenant within 30 days of such expiration, less any portion thereof used by Landlord to cure any default or applied to any damages suffered by Landlord, provided Tenant has paid all of the rental herein called for and fully performed all other covenants and conditions on its part to be performed.
- 4.4 Miscellaneous. Neither the Deposit nor the application thereof by Landlord shall be a bar or defense to any action in unlawful detainer or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease. Landlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Landlord may maintain the Deposit separate and apart from Landlord's funds or may co-mingle the Deposit with Landlord's funds. Landlord shall not be required to pay Tenant interest on the Deposit.
5. Taxes. Tenant shall pay, before delinquent, any amounts assessed against The Premises by any governmental authority for public improvements, taxes, special assessments or other purposes resulting from use by Tenant. If this Lease, or the use, either partial or full, of The Premises by the Tenant results in the imposition of taxes or other assessments for the full year Tenant shall pay the full amount of all of the taxes or other assessments. If the partial use of The Premises by the Tenant results in the imposition of taxes or other assessment for a full year, Tenant shall pay the full amount of the taxes or other assessments. Landlord shall have no liability of any kind or nature for taxes that accrue by reason of the occupancy of the Tenant.
6. Utilities. Tenant shall pay and be responsible year-around for any and all utility services for the entire Premises except for the fenced portion of the northeast corner which is leased to the

City of Eugene. The Tenant shall hold the Landlord harmless from all liability for any such charges.

7. Use Related to Site Conditions.

7.1 Restricted Use. The Civic Stadium structure is generally reflected in Exhibit B and is within the area designated by a blue line. The blue line reflects an existing security fence. Tenant acknowledges that it has received, prior to the execution hereof, certain report(s) related to the condition of Civic Stadium (Stadium) which reflect adverse conditions in the Stadium structure and the bleachers. The Stadium and other structures are all presently within the fenced area for the purposes of excluding all persons save and except authorized personnel. Tenant further acknowledges that there may be additional conditions that could be dangerous. Tenant shall take every reasonable precaution to discover same. Tenant agrees that it assumes The Premises "AS IS" as of the date of the execution of this Lease. Tenant is fully apprised of the condition of The Premises and acknowledges having made its own independent investigation and satisfied itself as to its knowledge of the condition of The Premises.

7.1.1 Tenant further acknowledges that Landlord has not held the fenced portion of The Premises open to the public for any access whatsoever. Tenant covenants and agrees with Landlord that Tenant, as possessor of The Premises under the terms of this Lease, shall take every reasonable precaution to maintain such closure to the public, trespassers and others with particular attention to the prohibition of restricting children from entering the fenced portion of The Premises. (Tenant acknowledges that the security fence is in good condition and shall keep the gates locked at all times.)

7.1.2 Tenant further agrees that it shall not, under any circumstances, permit access to the public to the fenced portion of the Leased Premises for any purpose, including, but not limited to, activities such as sports or entertainment. As part of its responsibility in meeting that objective Tenant shall maintain the security fence and keeps the gates locked. Violation of this provision shall be a breach of this Lease Agreement without any further act by the Landlord.

7.1.3 Landlord reserves the discretionary right to maintain a watch person on site. Physical presence of such person, if provided, does not relieve the Tenant of responsibility to maintain security of The Premises as described above. Tenant shall also allow Landlord to have access at all reasonable times.

7.2 Permitted Use. All lawful uses are permitted save and except as herein above provided in Paragraph 7.1. Tenant agrees it will not make any unlawful or improper or offensive use of The Premises and that it will conform to all applicable laws or regulations of any public or governmental authority affecting The Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use. Landlord acknowledges that Tenant will access the fenced areas, including the Stadium, with its employees and independent contractors. Tenant shall make every reasonable effort to make The Premises safe for those personnel and to advise them of any conditions of which Tenant is aware. Tenant agrees at all times to be responsible for such personnel entering The Premises and to indemnify the Landlord for any injury to such persons.

8. Repairs, Maintenance and Improvements. Tenant shall have full responsibility for all repairs and maintenance of the grounds and structures that Tenant is permitted to occupy. While the Landlord shall have access to The Premises, including the area and structures within the fence, Tenant shall notify Landlord of any conditions that represent deleterious structural conditions. All Tenant repairs, maintenance or improvements must be done in a workmanlike manner. Tenant shall have no authority nor right to order or contract for any product, service, labor or material to be paid for by the Landlord and shall make no improvements on The Premises unless authorized by the Landlord in writing prior to construction. Tenant shall be responsible for obtaining any permits required and shall provide copies of same to the Landlord. As to Civic Stadium itself, Landlord shall not require Tenant to cause repairs to be done on the Stadium structure provided, however, should Tenant desire to make such structural repairs, it shall first obtain Landlord's written consent. Such requests shall be in writing with as much specificity as practicable. Any such repairs shall be done under the direction of an Oregon Structural Engineer. Landlord will have the absolute discretion to withhold such consent or state in writing the conditions upon which it would grant the request. As with repairs, maintenance or improvements above-referenced Tenant shall be responsible for all expenses related to same and obtaining any permits required and shall provided copies of the same to Landlord.

9. Indemnification and Insurance.

9.1.1 Comprehensive General Liability. Tenant, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance with bodily injury and property damage endorsements in respect of The Premises and the conduct or operation of business therein, naming Landlord its directors, agents and its employees as additional insureds with a limit of not less than one million and no/100 dollars (\$1,000,000.00) per occurrence and with an aggregate limit of two million and no/100 dollars (\$2,000,000.00). All such insurance will insure the performance by Tenant of the indemnity agreement with regard to liability for bodily injury to, illness of, or death of persons and damage to property

set forth in this Lease. Tenant will deliver to Landlord and any additional insured the fully paid-for policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of the insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies will contain a provision prohibiting cancellation or modification unless Landlord and any additional insured are given at least thirty (30) days prior written notice of the cancellation or modification. All insurance policies required to be carried by Tenant hereunder will be issued by responsible insurance companies authorized to issue insurance in the State of Oregon and rated B+ VIII or higher by Best's Insurance Rating Service.

9.1.2 Umbrella Insurance. In addition to insurance required under 9.1.1 Tenant shall obtain and continuously maintain during the term of this lease, or any extension thereof, umbrella liability insurance coverage written by the same company as for the commercial general liability coverage in Section 9.1.1 above. Coverage limits shall be a minimum of \$5 million. Eugene School District 4J its directors, agents and its employees as additional insureds shall be named as an "additional insured" with respect to the activities performed or allowed under this Lease. All such general liability policies shall provide 30 days' notice of cancellation, non-renewal, or reduction in limits and/or scope of coverage.

9.2 Indemnity. In addition to insurance required under 9.1 Tenant will indemnify, defend, and hold harmless Landlord and its directors, agents and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), whether suffered directly or from a third-party claim arising out of (a) any damage to any person or property occurring in, on, or about The Premises, (b) use by Tenant or its agents, invitees, or contractors of The Premises, and/or (c) Tenant's breach or violation of any term of this Lease.

9.3 Workers' Compensation. Tenant shall maintain workers' compensation insurance coverage for its employees, officers, agents, volunteers, or partners, as required by applicable workers' compensation laws. Tenant shall provide a certificate of insurance to the Landlord as evidence of coverage.

9.4 Property Insurance. Tenant shall be responsible for providing insurance against fire and other risks covered by a standard fire insurance policy with endorsement for extended coverage at full replacement value of all structures, including the Stadium. If such insurance is carried by the Landlord on behalf of the Tenant,

Tenant shall fully reimburse to the Landlord on demand the actual cost as incurred annually. [Landlord's present premiums for the 2011-12 fiscal year for all buildings on The Premises total the sum of \$3,891.00.] Any additional insurance covering Tenant's personal property shall be obtained by Tenant at Tenant's expense.

9.5 Subrogation Waiver/Discharge for Claims. Landlord and Tenant hereby release and discharge each other from any claims for damages to The Premises or the personal property thereon occurring during the term of this agreement arising out of or incident to fire or other casualty or perils covered by property insurance policies carried by Landlord or Tenant, whether due to the negligence of the parties, their agents, employees or otherwise.

9.6 Equipment and Materials. Tenant shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with its activities.

9.7 Survival. The provisions of this Section 9 will survive the termination of this Lease.

10. Nondiscrimination. Tenant, and all users by permission by Tenant, shall comply with all federal, state, and municipal equal opportunity laws and all laws and regulations prohibiting discrimination.

11. Restoration at End of Contract. Except as set forth in Paragraph 8 above, Tenant agrees that at the expiration of this Lease it will quit and deliver up The Premises and all future erections or additions, and improvements made in or on The Premises, in good order and condition, reasonable wear and use, fire and other unavoidable casualty excepted. Tenant agrees that it will within ten (10) days following the end of the Lease remove all of its movable equipment from The Premises and within ten (10) days following the end of the Lease restore The Premises. Landlord shall have the right to require Tenant at the termination of the Lease to remove any improvements made by Tenant.

12. Inspection. Landlord shall have access to all portions of The Premises for the purposes of inspecting The Premises' condition and exercising any right or power reserved by Landlord under this Agreement.

13. Signs. Tenant shall not erect or paint any signs on any portion of The Premises without obtaining Landlord's prior written consent as to form and content. Upon termination of this Lease, at Tenant's sole cost, Tenant shall remove all signs which Landlord may then require be removed. Landlord reserves the right to erect signs and to lease, license, and otherwise grant to others the right to erect exterior signs on the Premises.

14. Default. If Tenant shall neglect or fail to do or perform any of the agreements herein and if such default shall continue for twenty (20) days after written notice has been given to Tenant by Landlord, Landlord may immediately or any time thereafter and while such default continues terminate the Lease, and without further notice or demand, enter upon The Premises or any part thereof, in the name of the whole and repossess the same as of its former estate and expel the Tenant without being deemed guilty in any manner of trespass, and without prejudice to any other right or remedy that might be available in law or equity. If this Lease is terminated, Tenant shall nevertheless remain liable for all rents due the Landlord.

15. Notice. Any notice required or permitted under this Agreement shall be given when actually delivered or three days after deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

To Landlord:

Jon Lauch
4J Facilities Management
715 West 4th Avenue
Eugene, OR 97402

To Tenant:

Or such other party and at such other address as the parties hereto may designate in writing and deliver to the other party.

16. Assignment. No part of The Premises may be assigned, or subleased by Tenant, nor may a right of use of any portion of The Premises be conferred on any person voluntarily or involuntarily by any other means, without prior written consent of Landlord.

17. Waiver. Failure by Landlord to require Tenant's strict performance of any term of this Agreement shall not affect Landlord's right to enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or waiver of this clause. To be effective, any waiver by Landlord must be written and signed by Landlord.

18. Attorney's Fees. If suit or action is instituted by either part to establish or enforce any right under this Agreement, to recover any amounts due hereunder, to correct a breach of any covenant, term or condition, or to litigate any other matter arising from the execution of this Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts in addition to costs and disbursements. This provision shall survive any termination of this Agreement.

19. Complete Agreement. This Lease Agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreement or negotiations, written or oral.

20. Early Termination. This Lease may be terminated early upon occurrence of the following events. In the event of early termination the pro rata portion of any prepaid rent shall be returned to the Tenant and similarly Tenant shall be responsible for paying any rent owed. At any time during the term, Either Landlord or Tenant may, terminate this Lease with a minimum of ninety (90) days written notice to the other.

21. No Representation. Tenant and Landlord agree that neither the Landlord, its agents or employees, has made representations to the Tenant, express or implied, that contradict any of the following Landlord declarations, nor shall any representation by the Landlord, agent or employee during the term of the Lease be binding upon the Landlord unless made in writing and approved by the Landlord's Board of Directors in a meeting held for that purpose.

20.1 The Landlord has represented that:

- (a) The execution of this Lease is made with the disclaimer that the Tenant shall have no preference for consideration by the Landlord in any subsequent lease, sale or other disposition of the Site at the conclusion of the lease term.
- (b) The Landlord will not consent to any Tenant application for land use or zoning changes involving the Site, and Tenant agrees it is prohibited from making any application or request for such changes, during the term of the Lease.
- (c) An adjoining property owner has made claims for a right of way by prescriptive easement across a portion of the northwest corner of the Site.

IN WITNESS WHEREOF the parties have hereunto set their hands this ____ day of _____, 20__.

EUGENE SCHOOL DISTRICT 4J

By: _____
LANDLORD

By: _____
TENANT

Approved as to Form:

OWNER

OPTIONEE

By: _____

By: _____