

***PROPOSED LEASE***

**THIS AGREEMENT OF LEASE** entered into by and between the Grays Harbor Transit Authority, a County Transportation Authority, as Lessor, hereinafter referred to as the “Authority” and the City of Aberdeen, as Lessee, hereinafter referred to as the “City.”

**IN CONSIDERATION** of the rentals herein agreed to be paid by the City to the Authority and in consideration of the mutual covenants and agreement of the parties set forth herein, the parties agree as follows:

(1) **AGREEMENT TO LEASE.** The Authority does hereby lease to the City, and the City hereby leases from the Authority, certain real estate Aberdeen, Washington described on Schedule A, attached hereto and incorporated herein by reference.

(2) **TERM.** The term of this lease shall be for a period of one year commencing July 1, 2019 and ending at midnight on June 30, 2020. City is hereby granted an option to extend or renew this Lease for two successive one year periods, commencing immediately after the expiration of the initial term of this Lease. Exercise of an option to extend requires the City to provide written advance notice to the Authority, which the Authority must receive at least ninety (90) days in advance of the expiration of the remaining term.

(3) **POSSESSION.** Possession of the leased property shall be delivered to the City on the day of the commencement of the term of this lease. In the event of the inability of Authority to deliver possession of the property or any portion thereof on the specified date, commencement and termination date of this lease as herein specified shall be extended, and City shall not be liable for any rent until such time as the Authority can deliver possession.

(4) **RENTAL.** The present rent to be paid by the City to the Authority for the above described property is the sum of \$ 12,000.00 per year. The sum shall remain the same throughout the term, and any extensions properly noted, of this Agreement.

All rental shall be payable annually, in advance, on or before the 1<sup>st</sup> day of the anniversary of the commencement of the term of this Lease and shall be paid to the Authority at its offices at noted in paragraph 19 of this Agreement.

(5) **USE OF PREMISES.** The City shall use the premises for a public camping mitigation site, and shall not use them for any other purpose without the written consent of the Authority, The City shall use the entire premises for the conduct of a public camping mitigation site according to reasonable and best practices continuously during the term of this Lease and any renewals or extensions hereof.

(6) **IMPROVEMENT BY CITY.** The City shall undertake with reasonable dispatch the improvement to the leased premises to be completed at the earliest possible date:

- Site preparation of crushed and compact gravel,
- Privacy fencing perimeter of location, and
- Paving approximately 15 ft by 60 ft (900 square feet) on the southeastern portion of the site

(7) **ACCEPTANCE OF PREMISES.** City accepts said premises in their present condition and agrees that it will not demand that the Authority make any improvement thereon or maintenance thereof other than as specifically agreed to herein.

(8) **APPROVAL OF PLANS FOR CONTEMPLATED IMPROVEMENTS.** City covenants and agrees that prior to the construction of any new structures, the exterior alteration of the property, or the permanent surfacing of any outside areas, plans for the carrying out of such alterations or improvements shall be first submitted to the Authority for its approval. No such alterations or improvements shall interfere with utilities or utility easements either upon, on or below the surface of the ground and such alterations or improvements shall not be carried out without the approval in writing from the Authority.

(9) **OWNERSHIP AND REMOVAL OF LEASEHOLD IMPROVEMENTS.** All improvements erected upon or added to the leased premises by the City during the life of this

lease or any extension or renewals hereof, may be removed by the City prior to the termination of this Lease or any extensions or renewals hereof; any such improvements not so removed shall revert to the Authority on the termination of this Lease provided, however, that if the City removes any part of a structure from the leased premises, it shall be obligated to remove all thereof, except such portion as the Authority may desire to leave remaining; and further provided that the Authority may require the City to remove all or any portion of the improvements placed on said premises, provided the Authority so notifies the City prior to the expiration of the term of this Lease, or any extensions or renewals hereof.

(10) **COMPLIANCE WITH LAWS AND REGULATIONS.** The City shall comply with applicable rules, directions and regulations of the Authority pertaining to the herein leased premise or other realty of which the premise are a part, now in existence or hereafter promulgated for the general safety and convenience of the Authority, its various tenants, invitees, licenses and the general public. The City shall comply with all applicable federal, state, county, city and municipal laws, ordinances, directions and regulations.

(11) **INDEMNIFICATION.** Each party shall defend, protect, and hold harmless the other, or any employee thereof from and against all claims, suits, and actions arising from any allegedly negligent act or omission or conduct of the other or any employees or agents of either while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise result in any unfair trade practice.

(12) **ASSIGNMENT AND SUBLETTING.** The City shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the premises nor shall this Lease or any interest thereunder be assignable or transferrable by operation of law or by any process or proceeding of any court, or otherwise, without the prior consent of the Authority. If the Authority shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Authority's prior written consent.

(13) **UTILITIES.** City shall be liable for and shall pay throughout the term of this Lease any extensions and renewals hereof, all charges for all utility services furnished to the premises, including but not limited to light, electricity, gas, water, sewerage and garbage disposal. In the event that the premises are part of any larger premises to which utility services are furnished on a consolidated or joint basis, City agrees to pay to the Authority the City's pro-rata share of the cost of any such utility services may be computed by the Authority on any reasonable basis and separate metering or other exact segregation cost shall not be required.

(14) **LIMITED ACCESS TO PREMISES.** All access to the herein leased premises shall be as set forth on the herein attached to drawing which is referred to in paragraph (1) above. The City agrees to erect a fence or other suitable barrier to prevent vehicles from entering or leaving said premises at points other than those set forth on the attached drawing.

(15) **LIENS AND ENCUMBRANCES.** City shall keep the leased premises free and clear of all liens and encumbrances including those arising or growing out of the use and occupancy of said premises by the City. At the Authority's request, the City shall furnish the Authority with written proof of payment of any items which will or might constitute the basis for such a lien upon the lease premise if not paid.

(16) **NON-WAIVER OF BREACH.** The failure of the Authority or the City to insist upon the strict performance of any of the covenant and agreements of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any other covenants of this Lease or a subsequent default of the same covenant or agreement. All such covenants or agreements shall be and remain in full force and effect for the term of this Lease and any extensions or renewals hereof.

(17) **WAIVER OF SUBROGATION.** The Authority and the City hereby mutually release each other from liability and waive all rights of recovery against each other for any loss from perils insured against under their respective fire insurance contract, including any extended coverage endorsements thereto; provided that this paragraph shall be inapplicable if it would

have the effect but only to the extent that it would have the effect, of invalidating any insurance coverage of the Authority or the City.

(18) **TERMINATION FOR DEFAULT.** Time is of the essence of this Agreement and if the City shall fail to keep and perform any of the covenants or agreements herein contained and shall fail to remedy any such default thereof within 30 days after written notice thereof by the Authority to the City, (or if the default is of a character which cannot be remedied within 30 days after such notice, then if the City shall fail to commence to remedy such default within such 30 days and thereafter proceed diligently and continuously to remedy such default) the Authority may at its option declare this Lease cancelled and forfeited and the City's right to possession ended and the Authority may re-enter said premises with process of law and take possession thereof. If upon such re-entry there remains any personal property of the City or of any other person upon the lease premises, the Authority shall remove said personal property and hold it for the owner thereof or may place the same in a public garage or warehouse, at no expense to the owners thereof. The Authority shall have the right to sell such stored property, with notice to the City and general notice to occupants, after it has been stored for a period of 60 days or more, the proceeds of such sale to be applied first to the costs of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may be due from the City to the Authority, and the balance, if any, shall be paid to the City or the owner.

(19) **NOTICES.** All notices hereunder may be delivered to or mailed. If mailed, they should be sent by certified mail:

Grays Harbor Transit Authority

705 30th Street

Hoquiam, WA 98550

Tel: (360) 532-2770

City of Aberdeen

200 East Market Street

Aberdeen, WA 98520

Attn: Comm. Development Director

Tel: (360) 537-3238

Such notices may be sent to other address of either party hereto as they may advise the other from time to time in writing. Notices sent by mail shall be deemed to have been given when properly mailed and the post mark affixed by the United States Post Office shall be conclusive evidence of the date of mailing thereof.

(20) **HOLDING OVER.** If City shall, with the consent of the Authority, hold over after the expiration or sooner termination of the term of this Lease or any extension or renewal hereof, the resulting tenancy shall unless otherwise mutually agreed, be for an indefinite period of time on a month to month basis. During such month to month tenancy, City shall pay to the Authority the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all the additional provisions of this Lease Agreement insofar as they may be pertinent.

(21) **DEFINITION OF "CITY."** It is understood and agreed that for convenience the word "City" and verbs and pronouns in the singular number and neutral gender are uniformly used throughout this Lease regardless of the number, gender or fact of incorporation of the party who is, or the parties who are, the actual Lessee or Lessors under this Agreement.

(22) **CAPTIONS.** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

(23) **SEVERABILITY.** If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

(24) **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the Authority and the City. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid and effective unless evidenced by an agreement in writing.

(25) **BINDING EFFECT.** This Lease is binding upon each of the parties hereto, their personal representatives, heirs, successor and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

GRAYS HARBOR  
TRANSIT AUTHORITY

By \_\_\_\_\_  
[NAME; TITLE]

By \_\_\_\_\_  
[NAME; TITLE]



STATE OF WASHINGTON  
COUNTY OF GRAYS HARBOR

Signed or attested to me on \_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ and  
\_\_\_\_\_.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

CITY OF ABERDEEN

By \_\_\_\_\_  
(Erik Larson, Mayor)

ATTEST: \_\_\_\_\_  
(City Clerk)

Approved as to form: \_\_\_\_\_  
(Corporation Counsel)



STATE OF WASHINGTON  
COUNTY OF GRAYS HARBOR

Signed or attested to me on \_\_\_\_ day of \_\_\_\_\_, 2019 by Mayor Erik Larson, City  
Clerk \_\_\_\_\_, and Corporation Counsel Patrice Kent.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_



SCHEDULE "A"

Abbreviated Legal Description: Benns Plat Aberdeen Lot 5, less the northerly 80' of the easterly 1/2; Lot 6 of Block 37

Site Address: 303 East Market Street, Aberdeen, WA; approximately 11,000 square feet

Tax Parcel No.: 010103700600 (approximately 11,000 square feet; undeveloped land)

