

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

RESOLUTION NO. 781

UNION COMMUNITY PARK

It appearing to the Board of Mason County Commissioners that it would be beneficial to the health and welfare of the people of Mason County to enter into a lease agreement with the Hood Canal Improvement Club; and

WHEREAS, such a lease agreement is authorized by R.C.W. 36.68.010;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

THAT a lease be entered into with the Hood Canal Improvement Club in the form attached hereto for the purpose of providing a public park to be known as the Union Community Park; and further,

THAT both parties to the lease, the Hood Canal Improvement Club as lessor and Mason County as lessee, upon their signatures, shall be bound by the terms of the lease attached hereto; and further,

THAT the Mason County Commissioners delegate to the Mason County Director of Parks the responsibility for the administration of said lease on behalf of Mason County, the lessee.

Adopted this 18<sup>th</sup> day of July, 1977.

MASON COUNTY COMMISSIONERS

John Barckman  
Chairman  
How Taylor  
Floyd C. Cole

ATTEST:

Ruth E. Boysen  
Ruth E. Boysen  
Clerk of the Board

APPROVED AS TO FORM:

Byron E. McClanahan  
Byron E. McClanahan  
Prosecuting Attorney

LEASE

This lease is made and executed on *Aug. 2*, 1977 by and between the Hood Canal Improvement Club, a corporation organized and existing under the laws of the State of Washington, having its principal office at Union Fire Hall, Union, County of Mason, State of Washington, herein referred to as lessor, and Mason County, a political subdivision of the State of Washington, having its principal offices at Shelton, Mason County, State of Washington, herein referred to as lessee.

Lessor leases to lessee and lessee hires from lessor for the purpose of providing a public park and for no other purpose those certain premises with appurtenances situated in Union, County of Mason, State of Washington, known as the Union Community Park and more precisely described as:

Lots twentyone (21) to thirtytwo (32) both inclusive, Block three (3) and vacated Lots one (1) to twelve (12), both inclusive, except the North half (N½) of vacated alley adjoining, on South, Block eight (8); also, all that portion of vacated Alderney Street lying between said Lots 21 to 32, both inclusive, Block 3, and Vacated Lots 1 to 12, both inclusive, Block 8: all in Grays Harbor and Union City Railroad Addition to Union City, Mason County, Washington, according to the recorded plat thereof in the office of the Auditor for Mason County, Washington, Volume 2 of Plats, page 1.

As used herein, the term "premises" refers to the real property above described and to any improvements located therein from time to time during the term hereof.

1. The initial term of this lease shall be for twenty (20) years commencing on *Aug. 2*, 1977 and ending on *Aug. 2*, 1997.
2. The total rent for the initial term of twenty (20) years shall be twenty dollars (\$20.00) which lessee shall pay to the lessor in installments of one dollar (\$1.00) per year payable on the 1977, and on the same month and day in each succeeding year through 1996.
3. Lessor covenants that lessor is seized of the demised premises in fee simple and has full right to make this lease and that lessor shall have quiet and peaceable possession of the demised premises during the term hereof.
4. Lessee shall not use or permit the demised premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the demised premises are hereby leased.
5. Lessee shall not encumber its leasehold interest and estate in the demised premises by mortgage, deed of trust or any other instrument.
6. Lessee shall not sublet nor assign the premises in whole or in part without lessor's consent.
7. Lessor shall pay all special assessments and levies and charges made by any municipal or political subdivision for local improvements.

8. Lessor shall pay and discharge as they come due all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts of every name, nature, and kind whatsoever.
9. Lessor shall bear the cost of and have the right to make such alterations, improvements and changes to the demised premises as lessor may deem necessary or desirable provided that, prior to making such alterations, improvements or changes, lessor shall obtain lessee's written approval of plans and specifications therefore.
10. Lessor shall, throughout the terms of this lease, at its own cost and without expense to the lessee, keep and maintain the premises, including all buildings and improvements of kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary, and neat order, condition, and repair. Lessee shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the demised premises or any buildings or improvements thereon.
11. Lessor shall fully and promptly pay for all water, gas, heat, light, power, telephone services, and other public utilities of every kind furnished to the premises throughout the term hereof.
12. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances.
13. Lessor or lessee shall have the right to terminate this lease at any time provided that written notice is given to the other party at least ninety (90) days prior to the termination date, and on such effective date lessee shall be relieved of all further liability hereunder and shall deliver possession of the demised premises to lessor.
14. The waiver by lessor or lessee of, or the failure of lessor or lessee to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of subsequent breach of the same or any other term, covenant, or conditions therein contained.
15. Time is of the essence of this lease, and of each and every covenant, term, condition, and provision hereof.

In witness whereof, the parties have executed this lease at Mason County Courthouse on the day and year first above written.

HOOD CANAL IMPROVEMENT CLUB

MASON COUNTY COMMISSIONERS

Eugene A. Roberts (Pres.)  
Barbara L. Williams (Vice Pres.)  
Genev Stelvey (Sec.)  
Treas.

John Barkman Chairman  
Tom Taylor  
Clay C. Cole

ATTEST:

Ruth E. Boyer  
CLERK OF THE BOARD