



201001270060

Skagit County Auditor

1/27/2010 Page 1 of 11 1:23PM

Document Title: Lease Agreement

Reference Number:

Grantor(s):  additional grantor names on page \_\_\_

1. City of Mt. Vernon

2.

Grantee(s):  additional grantee names on page \_\_\_

1. Silver Arrow Bowmen

2.

Abbreviated legal description:  full legal on page(s) \_\_\_

SW 1/4 SE 1/4 S33 T34 R4

Assessor Parcel / Tax ID Number:  additional tax parcel number(s) on page \_\_\_

333 404 -0 -011 -0100

After recording return document to:

City of Mount Vernon  
P.O. Box 809  
Mount Vernon, WA 98273-0809

LEASE AGREEMENT

This lease made and entered into this 31 day of Dec, 2009, by and between THE CITY OF MOUNT VERNON, Washington, a municipal corporation of the State of Washington, (hereinafter referred to as "City" or "Lessor" and SILVER ARROW BOWMEN, a Washington non-profit corporation, (hereinafter referred to as "the Bowmen" or "Lessee").

WITNESSETH:

WHEREAS the Lessor and the Lessee have previously leased the premises described herein, attached hereto and identified as Exhibit "A" in which Lessee has used and maintained for an archery course and related facilities ; and

WHEREAS the City has received additional public benefits of Lessee's use of the premises as an archery course by its creation of additional recreational activities attraction of tourism through regional and state tournament sponsorship; and

WHEREAS the said lease was for a period set to terminate on the 31<sup>st</sup> day of December, 2011; and

WHEREAS the Bowmen have applied for and received grant money from the Washington States Firearms and Archery Range Recreation Program to be used for further improvements of the premises; and

WHEREAS the Lessor and Lessee wish to extend the lease period and alter or add additional terms and conditions including requiring additional improvements to the premises.

Now, Therefore,

The City does hereby demise and lease to the Bowmen all that certain real property and improvements thereon whose legal description is set forth on Exhibit "A" attached hereto, situated in Skagit County, Washington subject to the terms and conditions set forth in the Lease Agreement.

1. Condition of Title. The premises leased herein shall be free and clear of all liens, charges, easements, encumbrances or other impediments to the free and uninterrupted use by the Bowmen.

2. Term of Lease- Option. The term of this lease shall be fixed, terminating on December 31, 2022; Provided however, that in the event the Bowmen have complied with all of



the terms of this lease and provided further that the City of Mount Vernon does not need the specific property leased herein for other recreation or City purposes, then and in that event the Lessee at its option, shall be entitled to an extension of this lease for an additional period of ten (10) years, to be upon the same terms covenants and conditions as contained in this lease, and that extension shall contain a like option for one additional ten (10) years to be upon the same terms covenants and conditions as contained in this lease. The option to extend the Term is personal to the Bowmen, and may not be transferred to any assignee or sublessee of the Bowmen without the express written consent of the City.

3. **Rent.** The Bowmen shall pay as actual rent the sum of One Dollar (\$1.00) per month as actual rent for the premises it being understood and agreed that the balance of the consideration includes but is not limited to improvements and maintenance made by the Bowmen as set forth in this lease.

3.1 **Improvements as additional Rents.** It is the intention of the parties that improvements made by the Bowmen that enhance the property shall be considered to be received as additional rents as set forth within this lease and that any and all improvements placed on the leased premises by the Lessee shall be considered a part of the realty and shall become the property of the City.

3.2 **Improvements.** As provided herein, as part of the Bowmen fair rental value, at the signing of this lease, shall include at a minimum that the following improvements, subject to approval of the City's Parks and Recreation Director, which are performed during the lease term:

- (a) Adding barriers to the north and south of the practice range.
- (b) Adding a perimeter fence to the north and west side of the property. Signage which stated "which Danger, Archery Range, Do Not Enter" will be posted every fifty (50) feet along the fence as well as the entire remaining perimeter of the premises.
- (c) Installing the fence inside the property line by approximately one hundred (100) feet to allow for a hiking/biking trail to be built alongside the archery course.
- (d) Realigning a large portion of the walking course and changing the location of a large percentage of target butts on the walking course to ensure the safety of people using the hiking/biking trail.
- (e) Adding backstops to the current and the new target butts.
- (f) Rebuilding existing bridges to improve safety.
- (g) Replacement of a new roof on the indoor shooting lanes and clubhouse.
- (h) Adding metered lights to the barriers on the practice range so it can be used during the evening hours of darkness.
- (i) Adding a vault toilet that will be available for use when the clubhouse is locked which shall meet with all applicable requirements under the Americans with Disabilities Act.

Lessee agrees to submit specifications, construction plans, and construction contracts to the Director for his approval. Lessee agrees to secure the necessary permits required for



construction of the improvements.

4. Use of Premises. It is understood and agreed that the Bowmen are leasing from the City real property upon which the Bowmen shall make substantial improvements for the purpose of an archery course club house and other allied uses strictly related to the normal activities of an archery club; and in addition it may be used for any other purpose not inconsistent with such use, including commercial purposes to the extent permitted or allowed by the Internal Revenue Code and Regulations for exempt organizations.

5. Right of Entry. Mount Vernon Parks and Recreation Department employees and officials shall have the right at all times to enter upon the premises and facilities in the performance of their duties. Recreation and Conservation Office staff, or any of its officers, or any other authorized agent or official of the state of Washington shall have the right of access, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under Agreement 66-025

6. Operations, Maintenance and Restrictions on Use. The Bowmen shall, at its own cost and expense, keep and maintain the premises and all improvements thereon and facilities on the premises in good order and repair and in a safe and clean condition, reasonable wear and tear expected. Bowmen shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to, the Americans with Disabilities Act. The Bowmen do hereby agree to abide by and conform to the following conditions:

6.1 That the Lessee shall use this property for the general purpose of conducting archery practice.

6.2 That the Lessee shall furnish to the City Council a new drawing of the area and field course to be used incorporating any new changes.

6.3 That the Lessee mark all trails leading to the archery area with suitable warning signs.

6.4 That the Lessee post the boundary of the archery course.

6.5 That the Lessee refrain from making camp fires in the area and use all reasonable precaution to prevent fire on the leased premises.

6.6 That the Lessee furnish proper adult supervision of all archery activities.

6.7 That the Lessee dispose of any brush cleared from the area.

6.8 That the Lessee refrain from cutting or removing any large trees or evergreens in the area.

6.9 That the Lessee prohibit the use of fire arms or cross bows in the area provided that air guns or BB guns shall be allowed so long as such use is incorporated as a part



of fire arm or hunter training course which shall be duly licensed if required.

6.10 That the Lessee comply with any other stipulations or conditions which may be promulgated by the City as long as the permissive use of the area continues.

7. Waste or Nuisance. The Bowmen shall not commit or permit the commission by others of any waste on the premises; the Bowmen shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; and the Bowmen shall not use or permit the use of the premises for any unlawful purpose. As used herein, nuisance shall be as defined by applicable City code as now or hereafter amended.

8. Indemnification. The Bowmen shall defend, indemnify and hold and save the City of Mount Vernon, Washington, and its employees and agents harmless from and against all liability claims, suits, damages, costs, losses and expenses, including all expenses of litigation including attorney fees, in any manner resulting from, arising out of or connected with the activities of the Silver Arrow Bowmen Club or the maintenance of an archery range and practice area, with this provision to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Insurance. The Bowman shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

9.1 No Limitation. The Bowman's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Bowman to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.2 Minimum Scope of Insurance. The Bowman shall obtain insurance of the types described below:

- i. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
- ii. Property insurance shall be written on an all risk basis.

9.3 Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000



general aggregate.

- ii. Property insurance shall be written covering the full value of property and improvements with no coinsurance provisions.

9.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

- i. The Bowmen's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
- ii. The Bowmen's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

9.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

9.6 Verification of Coverage. Bowmen shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

9.7 Waiver of Subrogation. Bowmen and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

10. Utilities. The Bowmen hereby covenants and agrees to pay any and all utility charges charged against the leased premises during the full term of the lease. It shall be the responsibility of the Bowmen to contact electricity, gas, phone and other utility companies to ensure that utilities are placed in the Bowmen's name immediately upon commencement of the lease term.

11. Alterations and Liens. The Bowmen shall keep the premises free and clear from any and all liens, claims and demands for work performed, materials furnished or operations conducted thereon at the instance or request of the Bowmen to the extent any such lien, claims and demands shall adversely encumber City's fee interest in the property.

11.1 Except for minor alterations which do not affect the materially affect design, outlay, or add improvements to the premises, the Bowmen shall make no alterations to the Premises without the prior written consent of the City, which consent shall not be unreasonably withheld.



11.2 Funding. The Bowmen shall be solely responsible for providing adequate funding for any alterations or improvements, and agrees that it shall pay for all costs and expenses for work done and materials used for construction of improvements or installation of equipment and such alterations or improvements shall be made without cost to the City.

11.3 Prevailing Wages. The Bowmen shall comply with all prevailing wage requirements set forth in Chapter 39.12 RCW, and Section 39.04.260 RCW if applicable and all bonding, retainage and bidding requirements under state law if applicable.

12. Title to Alterations. All additions and improvements to the leasehold shall remain the property of City at the end of the term.

13. Acceptance by Lessee. Lessee accepts the premises in its present condition. Lessee agrees with and represents to City that the premises have been inspected by Lessee and that they have assured by means independent of City, or any agent of City, of the truth of all facts material to this lease and the premises are being leased by Lessee as a result of their inspection and investigation and not as a result of any representation made by City or any agent of City.

14. Accidents. All personal property of said leased premises shall be at the risk of the Bowmen. City or City's agents shall not be liable for any damage, either to person or property, sustained by Bowmen or others, caused by any defects now in said premises or hereafter occurring therein, or due to any building or other improvements in which the leased premises are situate, or any part or appurtenance thereof, becoming out of repair, or due to the happening of any acts from whatever cause in and about said building.

15. Default. In the event of default by the Lessee in the performance of its obligations hereunder, if such default shall continue for thirty (30) days after written notice from City (unless Lessee shall be actively engaged in a good faith effort to cure said default), City shall have the right to seek a termination of this lease agreement and the right to re-enter the demised premises or any part thereof or shall have the right to an adjudication of said breach and a mandatory injunction requiring its cure and adjudicating the termination of this lease if said cure is not accomplished within a reasonable period of time.

16. Insolvency of Lessee. The insolvency of the Bowmen, as evidenced by a receiver being judicially appointed to take possession of all or substantially all of the property of Bowmen, the making of a general assignment for the benefit of creditors by the Bowmen, or the adjudication of Bowmen as a bankrupt under the Federal Bankruptcy Act, shall terminate this lease and entitle City to re-enter and regain possession of the premises.

17. Lessor's Rights to Cure Lessee's Defaults. In the event the Bowmen fails or refuses to make any payments for assessments or utilities as above provided, or if the Bowmen in any other respect fails to perform any covenants or agreements in this lease agreement to be performed on the part of the Bowmen, after the continuance or anv such failure or default for



thirty (30) days after notice in writing is given by City to the Bowmen, City may at their sole option, pay said assessments, or other charges and cure said defaults, all on behalf of and at the expense of the Bowmen. The Bowmen agrees to pay to City forthwith the amounts paid by City, together with interest thereon at the then judgment rate.

18. Attorney Fees. In the event of arbitration or litigation, the party prevailing in such matter or controversy shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney fees in such matter, said amount to be determined by the court or arbitrator.

19. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party, shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first class postage prepaid, addressed to Silver Arrow Bowmen at PO Box 2056, Mount Vernon, WA 98273; or to City of Mount Vernon P.O. Box 809, Mount Vernon, WA 98273 Attn: Parks Director. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

20. Assignment – Sublease. The Bowmen may not sell, assign, sublet or transfer this lease nor permit the same to be transferred by operation of law or otherwise without written consent of the Lessor.

21. Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

22. Waiver. It is agreed that a waiver by either of the parties hereto of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach hereof or of any other covenants or agreements herein contained.

23. Eminent Domain. In the event the premises are taken by any action of eminent domain (or such portion thereof that Bowmen is denied the reasonable use and enjoyment of the premises) this lease shall terminate and only the City shall be entitled to judgment or settlement from the party exercising eminent domain.

24. Destruction of Premises. In the event the Premises are destroyed or injured by fire, earthquake, or other casualty, then the City may, at the City's option, either (a) terminate this Lease as provided herein, or (b) proceed to rebuild and restore the Premises, or such part thereof as may be injured as aforesaid; provided, that within 90 days after such destruction or injury, the City shall in writing notify Bowmen of the City's intention to do so.

25. Vacating Premises. The Bowmen agrees that upon the termination of this lease or any extension, it will quit, vacate and surrender possession of said premises promptly without any further notice or demand of any kind by City.



26. Arbitration. Any controversy or claim arising out of or relating to this lease, or the breach hereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

27. Complete Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. Any previous lease agreements entered into by the parties are hereby terminated and superseded by this lease.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

LESSEE:

SILVER ARROW BOWMEN

Gail M. Culver  
\_\_\_\_\_

LESSOR:

BY:

Bud Norris  
BUD NORRIS, Mayor

ATTEST:

Alicia D. Hushcka  
ALICIA D. HUSHCKA, Finance Director

Approved as to form:

Kevin Rogerson  
KEVIN ROGERSON, City Attorney

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 27 2010

Amount Paid \$  
Skagit Co. Treasurer  
By MF Deputy



201001270060  
Skagit County Auditor

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_, of THE SILVER ARROW BOWMEN, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Bud Norris signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor for the City of Mount Vernon, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC  
My appointment expires: \_\_\_\_\_



201001270060

Skagit County Auditor

Exhibit A  
Description of Leased Premises

The South Four Hundred (400) feet of the East 495 feet of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-three(33), Township Thirty-Four (34) North, Range Four (4), E.W.M. containing 40 acres approximately.



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