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Skagit County Auditor

3/15/2017 Page

1 of

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Document Title:

Recreational Facility Lease Agreement Between the Skagit Falley Family YMCA and Skagit County

Reference Number : C20170125

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Skagit Valley Family YMCA

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. Skagit County

2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

1901 Hoag Road - (5.2900 ac) DR20 DK20: LOT 1 SALEM SHORT PLAT PL12-018,  
RECORDED UNDER AF#201206050038 BEING A PORTION SE1/4 SE1/4 AKA LOT 1 S/P  
MV08-94 REC AF #9707010107 EXCEPT 5.00 ACRES EXEMPT PER DOR

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P116052

## Recreational Facility Lease Agreement Between the Skagit Valley Family (YMCA) and Skagit County

This Recreational Facility Lease Agreement (herein also referenced as "lease" or "Agreement") is made and entered into by and between Skagit County, a Washington municipal corporation, (herein references as "LESSEE" or "County"), and the Skagit Valley Family YMCA (herein referenced as either "LESSOR" or "YMCA") and collectively referenced as "Parties."

### RECITALS

**WHEREAS** Skagit Valley Family YMCA is in the process of building an indoor recreation facility to include: 60,000 square foot facility, NCAA regulation size basketball court that allows two full-size side courts, 4,500 square foot running track, Aquatics Center, Early Learning Center and numerous multipurpose community rooms; and

**WHEREAS** Skagit County's intent is to partner with the YMCA to lease dedicated gymnasium space and certain common areas and supportive facilities to provide program space primarily for youth basketball programming operated by Skagit County Parks and Recreation; and

**WHEREAS** Skagit County, has inadequate public indoor recreational facilities to meet the diverse needs of Skagit County's increasing population which exceeds 120,000 residents and struggles to meet the growing demand for youth physical activities and enrichment programs at desired levels; and

**WHEREAS** Skagit County is currently leasing indoor gymnasium space from school districts which is frequently unavailable for public use due to school district needs and scheduling constraints of existing facilities; and

**WHEREAS** the Skagit County Parks and Recreation Comprehensive Plan identifies the strong community need for an indoor recreation center and established recommendations for desired elements of this facility including additional gymnasium space and an aquatic center, and the now proposed Skagit Valley Family YMCA indoor recreation facility plan incorporates those recommendations; and

**WHEREAS** access to indoor recreation and aquatic facilities is a valuable community resource that provides County residents access to low-cost recreation options, encourages residents to improve physical fitness and learn how to swim, and provides access to therapeutic activities; and

**WHEREAS** in an effort to promote the overall health, safety, and welfare of Skagit County's residents, the County and the YMCA desire to enter into this Facility Lease Agreement to provide much needed gymnasium space and facilities that will be open to the public in accordance with the terms of this Recreational Facility Lease Agreement and intended primarily for youth recreation programs; and

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 15 2017

Amount Paid \$ —  
Skagit Co. Treasurer  
By *HB* Deputy

**WHEREAS** the Washington State Healthy Youth Survey indicates that 17% of Skagit County 10th graders are overweight and would strongly benefit from additional recreational activities; and

**WHEREAS** the Washington State Healthy Youth Survey has identified that 32% of 8th graders report being bullied in the last year and the YMCA indoor recreation facility will provide a supportive, supervised, safe environment; and

**WHEREAS** the Center for Disease Control has identified that 64% of Skagit County's adult population is either obese or overweight, raising a serious health concern, and calls for more recreation and exercise opportunities for all people in our community; and

**WHEREAS** local surveys show that 55% of students in the school system are eligible for free and reduced lunches, which is evidence that youth will benefit from financial assistance providing more opportunities to participate in recreational activities; and

**WHEREAS** the YMCA offers financial assistance in connection with the YMCA's membership and programming fees for the purpose of increasing public access to YMCA programs and facilities for low income individuals and families; and

**WHEREAS** this Recreational Facility Lease Agreement affords youth of our valley access to all programs conducted by Skagit County Parks and Recreation at the YMCA Indoor Recreation Facility with no required YMCA membership; and

**WHEREAS** the Skagit Valley Family YMCA Indoor Recreation Facility will provide public access to the only two NCAA sized gymnasiums in Skagit County, and will offer expanded days and hours of operation compared to current public offerings; and

**WHEREAS** the Skagit Valley Family YMCA facility location at 1901 Hoag Road in Mount Vernon will be (a) centrally located within the County, (b) easily accessed from several major thoroughfares and a major highway interchange, (c) served by frequent and regular public transit service, (d) connected to the Kulshan and Ted Reep Trails, and (e) in close proximity to several public schools and Skagit Valley College; and

**WHEREAS** the YMCA has been operating and offering quality youth and family programming in Skagit County for over 105 years, including aquatic programming at the YMCA's pool for over 75 years; and

**WHEREAS** the YMCA has the professional experience and expertise to manage and operate the Indoor Recreation Facility, and thereby limit Skagit County's day-to-day risk and operational obligations; and

**WHEREAS** the Skagit County Board of Commissioners determines that the County, its residents, and the public in general will derive innumerable long-term recreation, safety, health, youth, family, outreach, social, economic, and other benefits from the YMCA's construction and operation of the Indoor Recreation Facility, and as such the Board of County Commissioners finds that it is in the County's best interest to enter into the Recreational Facility Lease Agreement; **Now, Therefore,**

## WITNESSETH

In consideration of their mutual covenants, agreements and understandings hereinafter contained, the Parties hereto do mutually agree to the following:

1. **PURPOSE:** LESSOR is in the planning and construction phase of building a YMCA Indoor Recreation Facility to be located at 1901 Hoag Road (P116052), hereinafter referenced as "Recreational Facility," currently estimated to be open to the public in March of 2019. The Recreational Facility will include a NCAA regulation size basketball court that allows two full-size side courts that have the capability to benefit the recreational programming needs of the Skagit County Parks and Recreation Department for indoor sports- court space. The Recreational Facility will also contain adequate parking and locker room/restroom facilities to support the gymnasium space.
2. **LEASED PROPERTY:** The YMCA hereby leases to the County and the County hereby leases from the YMCA the "Leased Property" described in Exhibit C consisting of exclusive use of the entire gymnasium space of the Recreational Facility and additionally, the County, its employees, authorized representatives and invitees shall have a non-exclusive right to reasonably use and enjoy the lobby/reception area, parking lot, locker-room and other common areas (hereinafter, the "Common Areas") of the Recreational Facility described in Exhibit B hereto, during those periods of time as described in Exhibit A.
3. **LESSOR** agrees to have a qualified staff person available on the Recreational Facility premises to serve as a facility supervisor, at no cost to LESSEE, to monitor, supervise and ensure the reasonable condition and safety of the Leased Property during the times of LESSEE's use of the Leased Property. LESSEE shall be responsible for providing all needed referees, recreational supervision of recreational activities occurring in the leased gymnasium and needed sports equipment (other than gymnasium fixtures such as basketball hoops and nets). LESSOR agrees to allow LESSEE to have and store a LESSEE owned and supplied equipment storage bin on-site to be used only for the benefit of the LESSEE. For purposes of this lease, "exclusive use," shall mean that LESSEE shall provide at all times during the detailed schedule described in Exhibit A, the sole, absolute, quiet enjoyment and uninterrupted use of the gymnasium space consistent with the terms and conditions described in this agreement. LESSEE and LESSOR shall coordinate and communicate the specifics of LESSEE's programming, including providing in advance of planned use a schedule of program usage to include, to the extent feasible or known, a list of registered participants. LESSEE may not use or occupy the Leased Property in violation of any law, ordinance, regulation or the certificate of occupancy issued for the Recreational Facility. LESSEE agrees to observe and make reasonable efforts to direct LESSEE's recreational programming participants and guests to observe facility rules established by LESSOR. LESSOR shall reserve the right to eject or refuse admittance of LESSEE's recreational programming participants or guests in accordance with facility rules. LESSEE shall make reasonable efforts to require all recreational program participants to reasonably complete all required LESSOR paperwork. Any actual or alleged failure of a program participant to complete LESSOR

paperwork in no way invalidates the indemnification provisions of this agreement nor shall constitute a breach of this Agreement.

- 4. PARKING:** Parking spaces on the Property are provided on an unreserved "first-come, first-served" basis. LESSOR reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants, or other parties so long as reasonable parking is available to LESSEE and LESSEE's recreational programming participants. Parties acknowledge that LESSEE's use and need of the parking area will be significant during the Tulip Tournament. LESSEE and LESSOR shall communicate as to how to coordinate reasonable parking during the Tulip Tournament. LESSOR also reserves the right to close all or any portion of the parking areas (1) in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the parking areas, or (2) if required by casualty, strike, condemnation, act of God, governmental law or requirement, or other reason beyond LESSOR's reasonable control. LESSOR shall reasonably communicate with LESSEE, to the extent practicable, the need to close any significant portion of the parking areas.
- 5. INITIAL TERM:** The initial term of this agreement shall commence upon execution of this Recreational Facility Lease Agreement by both Parties and continue through December 31, 2029 unless such days are added to the end of the term pursuant to Paragraphs 6, 8 and 18. In addition, LESSEE shall have the option to renew this Agreement pursuant to Paragraph 6 below.
- 6. RENEWAL OPTION:** At the sole and absolute discretion of LESSEE, this Agreement may be extended for an additional five, one year extensions, for the same scheduled times as detailed in Exhibit A at one half of LESSOR's lowest published rental rate for exclusive use of LESSOR's gymnasium space, but in no event shall the lease rate for the option be more than \$50 per hour, inclusive of all terms and conditions noted in Exhibit A. The five one year renewal terms shall automatically commence trigger unless LESSEE provides written notice to LESSOR of its intention not to exercise the renewal option. If LESSEE exercises the Renewal Option as detailed in this Paragraph, LESSEE, in addition to having exclusive use of the gymnasium space shall continue to have non-exclusive use of Common Area for use by LESSEE and its recreational programing participants and guests for no additional charge.
- 7. CONSTRUCTION DELAY:** In the event that construction is delayed such that LESSEE is unable to use the Leased Property by September 1, 2019, the Initial Term of the Lease shall be extended by the amount of time equal to the resulting delay, or at the sole option of LESSEE, LESSEE may request substitution of day(s) as mutually agreed to by the Parties. LESSOR shall keep LESSEE reasonably informed as to the progress of the construction and operation of the Recreational Facility and shall give notice to LESSEE in the event that it is reasonably anticipated that the Recreational Facility will not be operational and available for the LESSEE's use beginning September 1, 2019, so that LESSEE can make alternative arrangements for its scheduled programming. In the event that LESSOR abandons construction of the Recreational Facility or is unable to construct the facility, and no rental payments have been made by LESSEE in accordance

with Paragraph 7 of this Lease Agreement, then upon notice from LESSOR, this Lease Agreement shall terminate. In the event that the LESSEE has already performed in making one or more lease payments to LESSOR, then LESSOR shall return to LESSEE the remitted lease payment(s) with interest from the date of the payment to the date of remittance, in which interest shall be computed on the basis of the average monthly gross interest rate of the Washington State Local Government Investment Pool within 180 days from when LESSOR has determined that construction is either abandoned or not feasible. If construction of the facility has been delayed such that LESSEE cannot use the Leased Property by September 1, 2020 then the project shall be deemed abandoned and LESSOR shall be required to remit any lease payments made by LESSEE plus interest in accordance with the terms described in this paragraph. LESSEE shall have a valid lien against Recreational Facility for the value of the remitted Lease Payments made by LESSEE until such time and amount as of either (1) LESSOR has returned any remitted lease payments and interest in accordance with the terms of this paragraph or (2) LESSEE has received the proportional equivalent value of gymnasium and common area usage.

8. **LEASE PAYMENT AND LEASE PAYMENT SCHEDULE:** In consideration for LEASE of gymnasium and common areas as described in this Agreement and as detailed in Exhibit B, LESSEE agrees to a total lease payment of six-hundred thousand dollars (\$600,000) for the Initial Term described in Paragraph 3 of this agreement. Payment shall be made in four consecutive yearly payments of one-hundred and fifty thousand dollars (\$150,000) beginning in 2017 and ending in 2020. LESSEE shall remit the required yearly payment upon receipt of invoice by the LESSOR and shall be payable by LESSEE no later than July 30 of that same year.
9. **REPAIRS AND MAINTENANCE:** LESSOR shall, at its sole expense, maintain the premises in good condition and promptly make all needed repairs and replacements necessary to keep the leased gymnasium and leased common areas in a safe and sanitary operating condition. LESSOR shall schedule any required maintenance and repairs in such a way that does not unreasonably interfere with LESSEE's use of the leased gymnasium and leased common areas. In the event that LESSOR, due to conditions beyond LESSOR'S control, needs to make repairs or maintenance that will impact LESSEE'S use of leased facilities, LESSOR shall be required to give as much advance notice as practicable so that County may make necessary adjustments to programming. In the event such repairs/maintenance prevent LESSEE from using the leased recreational facility space or a significant portion thereof, LESSEE shall be credited for the unusable time to be added to the end of the Term or for a substitute day and time agreed to by the Parties. LESSOR agrees that it will provide at its own expense all necessary cleaning, including any janitorial services, parking lot maintenance, locker-room maintenance, and lobby maintenance and keep the leased Recreational Facility in a neat and sanitary condition and free from hazards.
10. **AMERICANS WITH DISABILITIES ACT:** If received, LESSEE shall forward to LESSOR (a) any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Premises; (b) any claims made or threatened

in writing regarding noncompliance with the ADA and relating to any portion of the Premises; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the leased facility.

**11. UTILITIES/TAXES:** LESSOR is responsible for payment of all utilities, taxes and insurance related to the Recreational Facility without contribution from LESSEE.

**12. INDEMNIFICATION:** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

By entering into this agreement LESSEE does not assume any liability which arises out of the normal and customary course of LESSOR's business activities. LESSEE's liability is limited specifically to claims arising from LESSEE's onsite recreational programs.

Normal wear and tear of the facilities and grounds caused by the LESSEE's use under this agreement shall not be the liability of the LESSEE and shall fall under the repairs and maintenance provisions of this agreement.

The indemnification obligation of the LESSOR shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the LESSOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the LESSOR are a material inducement to LESSEE to enter into this agreement, are reflected in the LESSOR's compensation, and have been mutually negotiated by the parties.

LESSOR's initials acknowledging indemnity terms: LES

LESSEE's initials acknowledging indemnity terms: RM

The LESSEE reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of LESSOR's indemnity obligations under this agreement.

LESSOR agrees all LESSOR indemnity obligations shall survive the completion, expiration or termination of this agreement.

**13. INSURANCE REQUIREMENTS:** Agreement to provide coverage per specifications: Prior to the execution and during the duration of this agreement, LESSOR and LESSEE agree to provide and maintain insurance in accordance with requirements set forth here.

LESSOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the LESSEE.

**14. ADDITIONAL INSURED REQUIREMENTS:** LESSOR agrees to obtain endorsements for third party general liability coverage required here to include as Certificate Holder and additional insureds "Skagit County, its officials, employees and agents." LESSOR also agrees to require this same provision of all contractors, subcontractors, agents, or other parties engaged by or on behalf of LESSOR in relation to this agreement.

**15. EVIDENCE OF INSURANCE:** LESSOR is responsible for providing LESSEE with evidence of the insurance required herein, satisfactory to the LESSEE, consisting of:

- a. certificates of insurance evidencing coverages required and
- b. additional insured endorsement to LESSOR's general liability policy using Insurance Services Office (ISO) form CG 20 10 with an edition date prior to 2004.

If the LESSOR's insurance provides additional insured coverage through either the ISO "Automatic Additional Insured" endorsement or through direct incorporation in policy language, LESSOR must provide a copy of the automatic endorsement or a copy of the section of the policy granting such status.

Each Party agrees upon request by the other Party to provide complete certified copies of any policies and/or endorsements required within 10 days of such request. Any actual or alleged failure on the part of the any Party or any other additional insured under these requirements to obtain proof of insurance required under this agreement in no way waives any right or remedy of the indemnified party or any additional insured, in this or in any other regard.

LESSEE agrees to provide LESSOR evidence of the insurance required herein consisting of certificate(s) of insurance evidencing coverage.

Prohibition of undisclosed coverage limitations: None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to the LESSOR and approved of in writing.

Priority of interpretation: The requirements of this section supersede all other sections and provisions of the agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

**16. INSURANCE REQUIREMENTS:** LESSOR shall purchase and maintain during the term of the lease the following types and amounts of insurance:



- a. Property Insurance covering the facility for its full replacement value without any coinsurance provisions.
- b. General Liability Insurance with limits of \$3,000,000 per occurrence, which includes products, completed operation, personal injury, fire damage and medical expense.
- c. Worker's compensation Insurance on a state-approved policy form providing statutory benefits as required by law with LESSOR's liability limits no less than \$1,000,000 per accident for all covered losses.

LESSOR's insurance shall be primary any insurance or coverage available to the LESSEE shall be excess of the LESSOR's insurance and shall not contribute to it.

LESSEE agrees to purchase and maintain during the term of the lease General Liability Insurance with limits of at least \$1,000,000 per occurrence. General Liability Insurance shall include coverage for program liability with limits of not less than \$1,000,000 per occurrence.

**17. INSURANCE AS A CONDITION OF PAYMENT:** Payments due to the LESSOR under this agreement are expressly conditioned upon the LESSOR's compliance with all insurance requirements under this agreement.

**18. ASSIGNMENT:** This Lease shall be non-assignable as a matter of law and neither Party shall assign, subcontract, delegate, or transfer any obligation, interest, or claim under this Lease Agreement or for any of the compensation due hereunder without the prior written consent of the other Party. LESSEE may not sublease its leasehold.

**19. FACILITY DESTRUCTION OR CONDEMNATION:** In the event the leased facility is rendered untenable by fire or other casualty, LESSOR may either elect to terminate the lease as of the date of the fire or other casualty in which event LESSOR agrees to reimburse County a pro-rated amount equal to that portion of the terminated lease or LESSOR may repair, restore, or rehabilitate the recreational facility at LESSOR'S expense if such construction or repair may be completed within one hundred and eighty days after the fire or casualty event. In the event LESSOR elects to repair, restore or rehabilitate the Recreational Facility, LESSEE shall be credited an equal amount of time to be added at the end of the Initial Term or other days as mutually agreed to by the Parties. LESSOR reserves entitlement to all insurance proceeds or any award for a taking by eminent domain to the extent LESSOR has reimbursed LESSEE in accordance with the terms of this Paragraph.

**20. MORTGAGES, DEEDS OF TRUST - PRIORITY AND ATTORNMENT:** LESSOR may mortgage the Premises or Property or grant deeds of trust with respect thereto in accordance with the terms of this Paragraph. LESSOR agrees to execute such reasonable estoppel certificates as may be required by a mortgagee or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, however during the first four years of this Lease Agreement, to any or all advances to be made or amounts

owing thereunder, and all renewals, replacements or consolidations and extensions thereof. This Lease is also subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof, provided that the mortgagee named in the mortgage or the beneficiary named in the deed of trust agrees to recognize the Lease of the County in the event of foreclosure if the County is not in default. LESSEE shall execute and deliver, within 10 days after demand therefor, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes. However, in the first four years of this Agreement, LESSEE's consent to subordinate its LEASE and lien against the Recreational Facility and execute such documentation in accordance to this Paragraph shall be conditioned upon LESSEE's reasonable determination that its lien against the Recreational Facility for remitted lease payments is sufficiently secured in regards of the requested subordination.

- 21. CONTRACT ADMINISTRATION AND MANAGEMENT:** The CEO for the YMCA shall have primary responsibility for administering this Agreement on behalf of LESSOR. The Skagit County Administrator or his/her designee shall have the have primary responsibility for administering this Agreement on behalf of the LESSEE.
- 22. AMENDMENTS:** Any amendments, revisions, supplements or additions to this lease or the attached exhibits shall be made in writing duly executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements.
- 23. WAIVER:** This lease may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this lease shall not be considered a waiver of any prior or subsequent breach.
- 24. NOTICE:** When this lease provides that written notices are to be given or made, they will be served, personally delivered, or sent by certified or regular U.S. Mail addressed to the contacts listed below (unless a different address has been designated in writing and delivered to the other party). For purposes of communication regarding this lease, the following are designated as contacts, and LESSEE agrees to accept service at said address:

LESSEE/County: Skagit County Parks & Recreation Department  
Attn: Parks Director  
PO BOX 1326  
Mount Vernon, WA 98273  
Phone: (360) 416-1350

LESSOR/YMCA: Skagit Valley Family YMCA  
Attn: Renata Maybruck  
215 East Fulton Street  
Mount Vernon, WA 98273  
Phone: (360) 899-1070

- 25. DOCUMENTS:** The parties expressly acknowledge and agree that all and/or parts of any documents, data, and/or information received by one party from the other party may be subject to public disclosure pursuant to Washington State law (including RCW 42.56).
- 26. SEVERABILITY:** In the event any term or condition of this lease or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this lease which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this lease are declared severable.
- 27. COMPLIANCE WITH LAWS & PERMITS:** The parties to this lease shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this lease. As necessary, the LESSOR shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions.
- 28. VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any terms of this lease, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This lease shall be governed by the laws of the State of Washington.
- 29. NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this lease have been reviewed and negotiated, and represent the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this lease in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this lease. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this lease and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this lease, that they understand its meaning and effect, and that they enter into this lease with full knowledge of its terms. The Parties have entered into this lease without duress or undue influence.
- 30. NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exist between the LESSEE and LESSOR, and no partnership and/or joint venture is created by and between the LESSEE and the LESSOR by virtue of this lease. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.
- 31. NO THIRD PARTY BENEFICIARIES:** This lease is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, members of the general public, any property owners and/or residents in the vicinity of the leased property, and/or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

**32. STATUS OF AGREEMENT:** This Lease is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

**33. REMEDIES:** No provision of this Lease shall be deemed to bar the right of the Parties to seek or obtain judicial relief from a violation of any provision of the lease. Failure of the Parties to comply with the terms of this Lease shall constitute default. Neither the existence of other remedies identified in this lease nor the exercise thereof shall be deemed to bar or otherwise limit the right of the LESSEE to recover monetary damages for such violations by the LESSOR, or to seek and obtain judicial enforcement of the LESSOR'S obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. Time is specifically declared to be of the essence of this lease and of all acts required to be done and performed by the parties hereto. Notwithstanding the foregoing, LESSEE's remedy for breach of the covenant of quiet enjoyment shall be limited to a pro tanto setoff against rent.

**34. CAPTIONS AND COUNTERPARTS:** The captions in this lease are for convenience and reference only and do not define, limit, or describe the scope or intent of this lease. This lease may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**35. ENTIRE AGREEMENT:** This Lease contains all of the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached and no other understandings, oral or otherwise, regarding the subject matter of this lease agreement shall be deemed to exist or to bind any of the parties hereto. This Lease may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto.

Skagit Valley Family YMCA

[Signature]  
CEO

[Signature]  
President

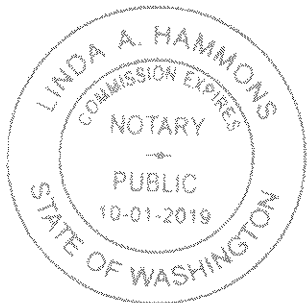
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 1 day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bob Shrumm, to me known to be the CEO of Skagit Valley Family YMCA, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in first above written.



Linda Hammons  
NOTARY PUBLIC in and for the State  
of Washington, residing at Skagit county  
My commission expires 10-01-2019

DATED this 7 day of March, 2017.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Hinda Hammer

Clerk of the Board

For contracts under \$5,000:

Authorization per Resolution R20030146

Recommended:

B. Lee

Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

M. Noel (3/1/2017)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

D. Holt

Risk Manager

Approved as to budget:

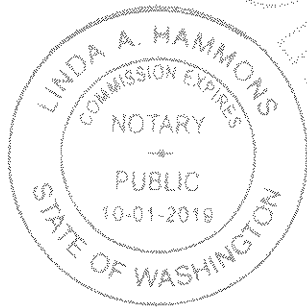
Linda Lamm

Budget & Finance Director

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 7 day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ron Wesen, Kenneth A. Dahlstedt, and Lisa Janicki, to me known to be the Commissioners of Skagit County, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in first above written.



Linda Hammons  
NOTARY PUBLIC in and for the State  
of Washington, residing at Skagit County, WA  
My commission expires 10-01-2019

## Exhibit A

### 10 Year Facility Lease Usage

#### Youth Basketball Program & Youth Basketball Practice Sessions

Exclusive use of Main Gymnasium (two full-sized courts) and common areas

Time: September 1 to March 31 (except holidays)

Fridays: 5:30 p.m. to 8:30 p.m.

Saturdays: 2:00 p.m. to 7:00 p.m.

#### Tulip Tournament

Exclusive use of the Main Gymnasium (two full-sized courts) and common areas

Time: last full weekend in March, annually

Friday: 5:00 p.m. to 9:00 p.m.

Saturday: 7:30 a.m. to 9:00 p.m.

Sunday: 7:30 a.m. to 6:00 p.m.

Except when Easter falls near the end of March in which the Tulip Tournament will be as follows:

2024 Easter March 31st – Tulip Tourney March 22nd-24th

2027 Easter March 28th – Tulip Tourney March 19th-21st

2032 Easter March 28th – Tulip Tourney March 19th-21st

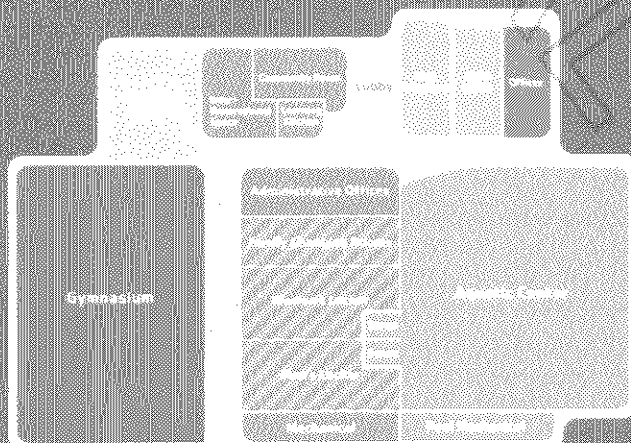
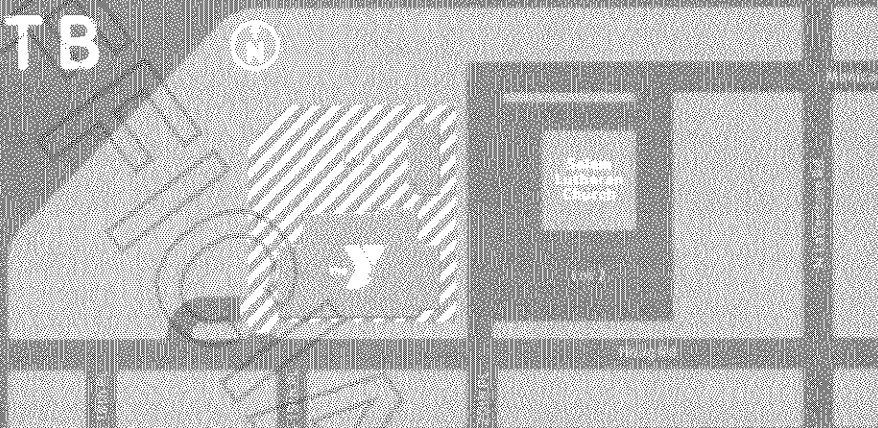
2035 Easter March 25th – Tulip Tourney March 16th-18th



## SITE PLANS

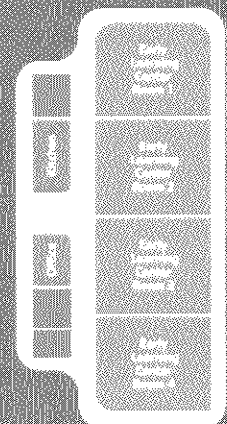
**Skagit Valley Family YMCA 1301 Hoag Road, Mount Vernon**

# EXHIBIT B

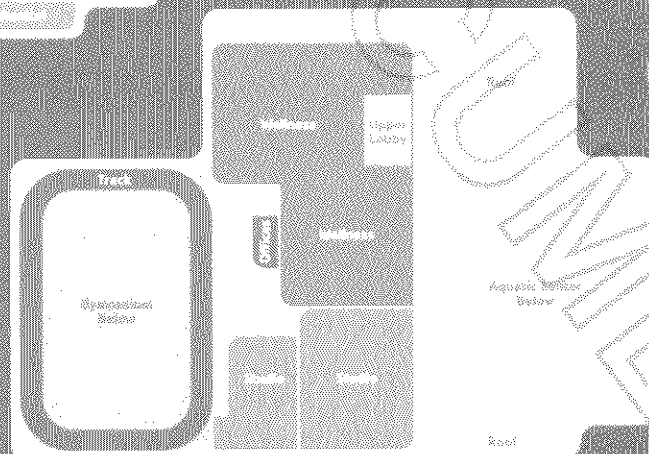


### Common Areas

First Look



# EARLY LEARNING CENTER

620000  
FLOOR

**WWW.LETSBUILDT2019.ORG**



















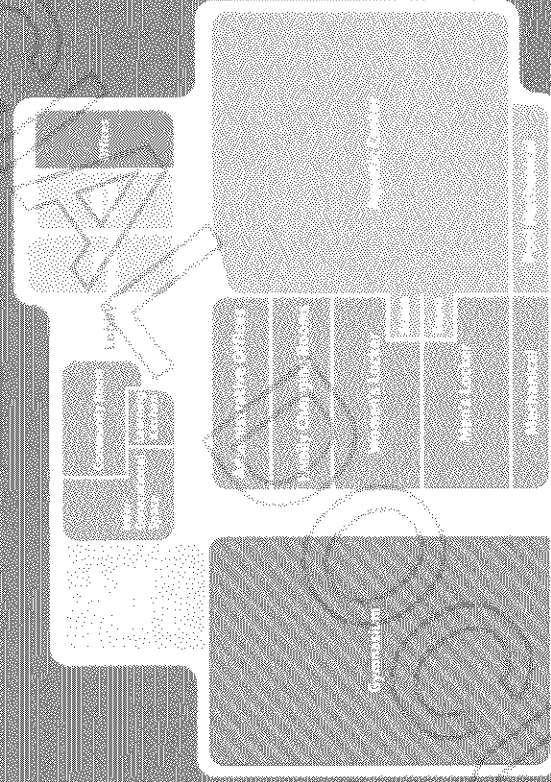





# EXHIBIT C

## LET'S BUILD IT TOGETHER!

COMING TO 1901 HOAG ROAD, MOUNT VERNON IN SPRING 2019 [WWW.LETSBUILDIT2019.ORG](http://WWW.LETSBUILDIT2019.ORG)



FIRST FLOOR

INITIAL DESIGN CONCEPT

Childcare Exclusive Grand Space