

RESOLUTION NO. 860

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING THE EXTENSION OF THE TERM OF THE LEASE FOR THE CURRAN HOUSE BETWEEN THE CITY OF UNIVERSITY PLACE AND THE U.P. HISTORICAL SOCIETY, INC.

WHEREAS, the City, in order to preserve local and regional history, thereby fostering public appreciation of the City's assets, culture, diversity and values to its visitors and residents executed a Lease Agreement effective June 1, 2014 for the use of the Curran House by the U.P. Historical Society (UPHS); and

WHEREAS, the term of the Lease Agreement is for one five-year term plus one more five-year extension; and

WHEREAS, the UPHS is applying for grants and approaching larger donors to fund the physical upgrades to the lower part of the Curran House that will become a museum; and

WHEREAS, the potential donors for this project are interested in the term of the existing Lease being extended to fifteen (15 years); and

WHEREAS, the City Council has determined that it would be in the best interests of the City and its residents to take the steps necessary to both ensure the longevity of the presence of the UPHS in the Curran House and to encourage the donors to contribute to the improvements to the Curran House, and therefore approves the extension of the Lease Agreement to fifteen (15) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals are hereby incorporated herein as if set forth in full.

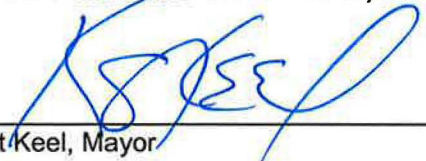
Section 2. Legislative Determination of Consideration. The Council of the City of University Place has considered the proposed extension of the Lease Agreement between the City and the University Place Historical Society, and hereby makes a legislative determination that the best interests of the public would best be served by amending the Lease Agreement to extend the term to fifteen years. All other terms and provisions of the Lease Agreement of June 1, 2014 are to remain in full force and effect.

Section 3. Approval of Form of Documents. The City Council hereby approves execution of the Amendment to the Lease Agreement in substantially the form of the document accompanying this Resolution.

Section 4. Completion of Transaction. The City Manager or designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction and to implement the Lease Agreement and this Amendment, which are consistent with the executed Lease Agreement and Amendment and the terms of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL AT AN OPEN PUBLIC MEETING ON APRIL 16, 2018.

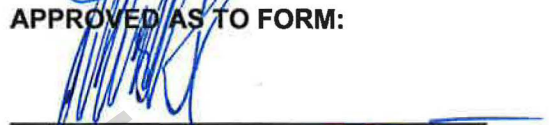


Kent Keel, Mayor

ATTEST:


Ernesta Genetia, City Clerk

APPROVED AS TO FORM:


Matthew S. Kaser, City Attorney

UNOFFICIAL DOCUMENT

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF UNIVERSITY PLACE AND
THE UNIVERSITY PLACE HISTORICAL SOCIETY**

This AMENDMENT is entered into and effective as of the 1st day of May, 2018 and amends the Lease Agreement that was effective the 1st day of June, 2014, between the City of University Place ("City"), and the University Place Historical Society ("UPHS").

The City and UPHS wish to address certain terms of the lease as follows:

A. Paragraphs **1(b)**, **1(c)** and **1(f)** are amended to read:

1. LEASE SUMMARY

* * *

(b) Lease Commencement Date. The term of this lease shall be for a period of fifteen (15) years and shall commence on May 1, 2018 (the "Lease Commencement Date").

(c) Lease Termination Date. The term of this Lease shall terminate at midnight on the day that is fifteen (15) years following the Lease Commencement Date. Both parties shall have the right to terminate this Lease any time for any reason by providing thirty (30) days' written notice to the other.

* * *

(f) Permitted Uses. The premises shall be used only for the following uses and for no other purpose without the prior written consent of Landlord (the "Permitted uses").

i. **Interim Use.** Tenant shall be allowed to sub-lease all or a portion of the Premises on an interim basis, expiring August 2, 2019, unless mutually extended in writing by both parties. If the premises are sub-leased, Tenant assumes all Landlord obligations, duties, and liabilities under the Washington Residential Landlord-Tenant Act for any and all Sub-Tenants.

ii. **Long-Term Use.** Tenant may use all or a portion of the Premises as a museum, museum office, interpretive facility, event facility, or such other uses as are approved in writing by Landlord.

None of the foregoing Permitted Uses by Tenant and any residential sub-tenants shall interfere with the public's use of Curran Orchard Park. Tenant is

solely responsible for meeting all codes and regulations applicable to Tenant's use.

B. The original Lease Agreement was not notarized in conformity with RCW 59.04.010. The parties, by their duly authorized signatories certify that any noncompliance with RCW 59.04.010 is remedied.

All other provisions of the Lease Agreement of June 1, 2014 shall remain the same.

UNIVERSITY PLACE HISTORICAL SOCIETY CITY OF UNIVERSITY PLACE

By: _____ By: _____
Frank Bonaro Stephen P. Sugg
President City Manager

Approved as to form:

Matthew S. Kaser, City Attorney

STATE OF WASHINGTON)) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Stephen P. Sugg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of University Place to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, _____.

NOTARY PUBLIC in and for the State of
Washington
Residing at : _____
My commission expires _____

STATE OF WASHINGTON)) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Frank Bonaro is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the University Place Historical Society to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, _____.

NOTARY PUBLIC in and for the State of
Washington
Residing at : _____
My commission expires _____