

RESOLUTION NO. 2559

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute a lease agreement with San Juan Archers for a portion of land lying within the Town watershed area known as "Trout Lake".

WHEREAS, San Juan Archers, a Washington Non-profit Corporation, has requested the Town to lease it a parcel of land consisting of approximately thirty acres, lying within the Town watershed area known as "Trout Lake"; and

WHEREAS, said thirty acre parcel is unimproved land serving no particular public need at the present time, or within the reasonably foreseeable future, other than as a part of the protective buffer zone for Trout Lake; and

WHEREAS, San Juan Archers has offered to compensate the Town in exchange for the right to use said parcel as a location for its archery activities; and

WHEREAS, the Council has determined that use of the parcel, with certain conditions, for archery activities by archers would be in no way detrimental to the integrity of Trout Lake, nor contrary to the public's best interest; and

WHEREAS, the revenue to be derived from a lease of said parcel to San Juan Archers would be of value to the Town,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor is authorized and directed to execute a Lease Agreement between the Town of Friday Harbor and San Juan Archers, a copy of which is attached hereto as Exhibit A, for use of a portion of land in the Trout Lake Watershed.

ADOPTED this 21st day of May 2020.

TOWN OF FRIDAY HARBOR

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Farhad Ghatan, Mayor

SEAL of the  
Town of Friday Harbor  
ATTEST:

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Amy E. Taylor, Town Clerk

## LEASE AGREEMENT

1. PARTIES. This lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 is between the TOWN OF FRIDAY HARBOR, herein after called "LESSOR" and SAN JUAN ARCHERS, a non-profit corporation, herein called "LESSEE".
2. PREMISES. LESSOR hereby leases to LESSEE, upon the following terms and conditions, the following described real property located in San Juan County and described as follows (the "Premises"):
 

The Southeast ¼ of the Northwest ¼ of Section 18, Township 35 North, Range 3, West W.M. EXCEPT the West ½ of the West ½ of said Southeast ¼ of the Northwest ¼ of the above described lands, containing 30 acres more or less.

This description is subject to modification by mutual agreement of both parties should it become necessary to accommodate future access roadways or other improvements.
3. TERM. The term of the lease is five (5) years, and shall begin on May 1, 2020.
4. CONSIDERATION. As consideration for this lease LESSEE shall pay the LESSOR the equivalent of ten (10) percent of the total annual membership dues and also ten (10) percent of the total gross profits taken from locally sponsored archery meets from the immediately preceding year. The rent shall be paid annually on or before January 31st.
5. USE. LESSEE shall use said Premises for the archery instruction, training, and exhibition meets sanctioned and managed by LESSEE, and for no other use without written consent of LESSOR. Hunting, open fires and/or cooking, smoking, and alcohol consumption of any kind are specifically prohibited.
6. IMPROVEMENTS AND RESTORATION. LESSEE shall erect a locked access to the Premises and provide the LESSOR with a key or combination. LESSEE shall not alter any of the naturally existing terrain or features of the Premises without prior written approval of LESSOR. Further, LESSEE shall not erect or install any structures, or make any type of improvements to the Premises without the prior written approval of LESSOR. LESSEE may present LESSOR with a development plan, for LESSOR's approval, in order to facilitate the approval process. All decision concerning improvements shall be made by the Town Administrator, or his representative.
 

Upon the expiration of the lease term, or upon sooner termination by either party, LESSEE shall, at its sole expense, remove all of its fixtures and equipment from the Premises. Any fencing or other leasehold improvements shall remain, unless LESSOR elects to have LESSEE remove some or all of the same, in which case LESSEE shall accomplish that removal at its sole expense. To the extent that the natural features or terrain within the Premises may have been altered by LESSEE, LESSOR may require LESSEE to restore the same to its original condition, to the extent reasonably possible.
7. LESSEE RENTS AND FEES. The LESSEE shall have the right to charge reasonable rents and fees for use of the Premises by non-members so as to pay for improvements, services, operation, and maintenance of the Premises.
8. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the premises LESSEE will comply with all applicable laws, ordinances, and regulations, from any and all authorities having jurisdiction, including any permits required by San Juan County.
9. CONDITION OF PREMISES. The LESSEE has inspected and knows the condition of the Premises, and it is understood and agreed that the Premises are leased on an "as is" basis without any obligation

on the part of the LESSOR to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the Premises.

The LESSEE shall use reasonable care in the occupation, use, and operation of the Premises and shall, at its own cost and expense, keep and maintain the same in a good state of repair, and upon the expiration or sooner termination of the lease, shall forthwith return the same in as good condition as that existing at the commencement of occupancy, ordinary wear and tear excepted.

10. ANTI-DISCRIMINATION. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the ground of sex, race, color, creed, national origin, age, except minimum age, marital status, or the presence of any sensory, mental or physical handicap. The LESSEE will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.
11. INSURANCE. The LESSEE at his expense shall procure and maintain in force throughout the duration of the lease, a combined single limit personal injury and property damage liability policy of not less than \$1,000,000.00 per occurrence. Said policy shall name LESSOR as an additional insured. A copy of the certificate of insurance shall be submitted annually by LESSEE on or before January 31st.
12. HOLD HARMLESS. LESSEE agrees to protect and save LESSOR, its elected and appointed officials, employees, and agents, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including, but not limited to, personal injuries, death or damage to property; including the cost of defense thereof; arising out of use of the Premises by LESSEE, its agents, employees, representatives, or invitees, or in any way resulting from omissions of the LESSEE or its agents, employees, representatives, or invitees.
13. NON-WAIVER. It is hereby agreed that no waiver of any condition or covenant in this lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.
14. HOLDING OVER. If LESSEE shall, with the consent of the LESSOR hold over after the expiration or sooner termination of the term of this lease, 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, LESSEE shall pay to the LESSOR the same rate of rent as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of the lease insofar as they may be pertinent.
15. SURRENDER OF PREMISES. At the expiration or sooner termination of this lease, LESSEE shall promptly surrender possession of the premises to the LESSOR, and shall deliver to the LESSOR all keys that it may have to any and all parts of the premises.
16. SEVERABILITY. If any term or provision of this lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.
17. TERMINATION. Without cause, LESSOR may terminate this Lease Agreement, and all rights of LESSEE, hereunder, at any time sooner than the expiration of the above-stated lease term, Ninety (90) days after passage by the Council of the Town of Friday Harbor of a resolution declaring that it is in the public interest to terminate the Lease Agreement. Without cause, LESSEE hereunder, at any time sooner than the expiration on the above-stated lease term, may terminate this Lease Agreement by providing the LESSOR with Thirty (30) days prior written notice of that intent.

In the event LESSEE, is in default hereunder, LESSOR shall notify LESSEE of that fact, and shall allow LESSEE thirty (30) days to cure the stated defaults. Should LESSEE fail to cure within that time, LESSOR may immediately terminate this Lease Agreement.

In the event this Lease Agreement is terminated prior to the end of the lease term, with or without cause, LESSEE shall have no claim for or right to seek damages, nor shall LESSEE be entitled to reimbursement for any lease payments or capital costs incurred. LESSEE hereby covenants and agrees that it shall not make any such claim or demand.

18. INSPECTION. The LESSOR reserves the right to inspect the premises at any and all reasonable times throughout the term of this lease; provided that the LESSOR shall not interfere unduly with LESSEE's operations. The right of inspection reserved to the LESSOR to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the LESSOR for failure to make such inspections.
19. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement, and in the event of the failure of LESSEE to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the LESSEE shall be in default.
20. POSTING. LESSEE shall post the premises in accordance with the requirements set forth by the Town Administrator from time to time.
21. MAINTENANCE. LESSEE shall, throughout the term of this lease, without cost or expense to LESSOR, keep and maintain the Premises and all improvements, landscaping and equipment which may now or hereafter exist thereon, in a neat, clean, and sanitary condition, and except for reasonable wear and tear at all times preserve the Premises in good and safe repair.
22. ASSIGNMENT OR SUBLEASE. LESSEE 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 transferable by operation of law or by any process or proceeding of any court or otherwise.
23. LIENS. It is understood and agreed that this lease is executed and delivered upon the express condition that the LESSEE will not and cannot contract any debt or debts for labor, materials, services or otherwise which will or may become a lien against the interest of LESSOR in the Premises and LESSOR hereby denies to LESSEE any right, power, or authority to do any act or contract any obligation or liability which would in any way subject the interest of the LESSOR in the Premises to any lien, claim, or demand whatsoever.
24. NOISE. LESSEE shall not allow any amplified noise to be produced on or from the Premises and shall assure that all use is limited to noise levels that are compatible with the rural nature of the surrounding properties.
25. ENTIRE AGREEMENT. This lease shall constitute the whole agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained herein. No modification or amendment of their agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above written.

TOWN OF FRIDAY HARBOR

By: Farhad Ghatan

Title: Mayor

SAN JUAN ARCHERS

By:

Title: President

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Date:

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Date:

STATE OF WASHINGTON )  
 )  
County of San Juan )

I certify that I know or have satisfactory evidence that FARHAD GHATAN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the Town of Friday Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal the day and year first above written.

\_\_\_\_\_  
Amy E. Taylor  
NOTARY PUBLIC in and for the  
State of Washington, residing  
in Friday Harbor, SJC  
My commission expires: 9-4-2023

STATE OF WASHINGTON )  
 )  
County of San Juan )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, \_\_\_\_\_, to me known to be the President of the San Juan Archers, a Non-profit Corporation that executed the within and 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 they were authorized to execute the said instrument.

Witness my hand and official seal the day and year first above written.

\_\_\_\_\_  
Amy E. Taylor  
NOTARY PUBLIC in and for the  
State of Washington, residing  
in Friday Harbor, SJC  
My commission expires 9-4-2023