

RESOLUTION NO. 07-474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LEASE FOR A STRUCTURE TO BE USED BY THE EMPLOYEES OF THE CITY FOR HEALTH AND FITNESS

WHEREAS, the City believes it is important for the health and fitness of it's employees to regularly work out; and

WHEREAS, currently there is no local facility for employees to work out; and

WHEREAS, Howard Botts has an unused garage located adjacent to City facilities which the City could lease and convert to a health facility for City Employees;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Administrator is authorized to enter into a Lease Agreement substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20th DAY OF December, 2007.

CITY OF BLACK DIAMOND:



Mario Sorci, Mayor Pro Tem

Attest:



Brenda L. Streepy, City Clerk

LEASE FOR REAL PROPERTY

1. Date and Parties.

This Lease, for reference purposes only, is dated the 20th day of December, 2007, and is entered into by and between Howard and Dorothy Botts ("Lessor") and the City of Black Diamond, a municipal corporation of the State of Washington, ("Lessee"):

2. Subject Property.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor property situated in Black Diamond, King County, Washington, the real property identified under King County Assessor's number 084400096503, hereinafter referred to as the "Subject Property", and more fully described on Exhibit "A" attached hereto.

3. Lease Term.

The term of the Lease shall commence on the 1st day of November, 2007 and end on the 31st day of October, 2012.

4. Rent.

Lessee agrees to pay, in advance, the monthly rent in the amount of Five Hundred Dollars and no/100 U.S. dollars (\$500.00).

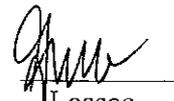
5. Utilities.

Lessee agrees to pay for all utilities charges in the event such are charged against the property. Provided, however, the Lessee shall only be obligated to pay the current portion of any current or future LID assessments imposed against the Subject Property.

6. Indemnification and Liability. Lessee agrees to save harmless and indemnify Lessor against and from all demands, claims, causes of action, or judgments, and all reasonable expenses incurred in investigating or resisting the same for injury to person, loss of life, or damage to property occurring on the leased premises and arising out of Lessee's use and occupancy; and Lessee agrees to carry liability insurance to protect Lessor with insurance limits to be approved by Lessor.

7. Assignment and Subletting. Lessee shall not assign this Lease nor sublet the leased premises without Lessor's written consent. Provided, however, if the Lease is transferred to a legal entity in which the Lessee is the only person with an ownership interest, then no consent shall be required but written notice of the assignment shall be given to the Lessee at the time of assignment.


Lessor


Lessee

8. Waivers. One or more waivers of any covenants or conditions by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition or agreement.

9. Use of Premises. Lessee will not make any changes or alterations to the property without Lessor's prior written consent, which consent may be withheld by Lessor in his sole discretion. Lessee agrees not to violate any law, ordinance, rule, or regulations of any governmental authority having jurisdiction of the leased premises.

10. Default. It is agreed that if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by Lessee as set forth herein, then the Lessor may, at his option, enter upon said premises and relet the same for such rent and upon such terms as Lessor may see fit; and if the full rental herein shall not be realized by Lessor over and above any expense to Lessor in such reletting, Lessee will pay any deficiency promptly upon demand, or the Lessor may declare this Lease terminated and forfeited and take possession of the said premises, and Lessee agrees to pay a reasonable attorney fee and the costs of any Court action should it be necessary to enforce any of Lessor's remedies in this paragraph contained if Lessor is the prevailing party. Lessor agrees to pay a reasonable attorney fee and the costs of any Court action if Lessee should be the prevailing party.

11. Written Notices: All Notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day following mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:

Lessor: Howard and Dorothy Botts
32433 Fifth Avenue
Black Diamond, WA 98010
Facsimile: () _____

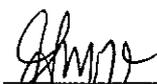
Lessee: City of Black Diamond
Attention: City Administrator
P.O. Box 599
Black Diamond, WA 98010
Facsimile: (360) 886-2592

Lessee's Representative: Loren D. Combs
McGavick Graves, P.S.
1102 Broadway, Suite 500
Tacoma, WA 98401-1317
Facsimile: (253) 627-2247

DATED this 20th day of December, 2007.



Lessor



Lessee

