

**AGREED TERMINATION OF LEASE AGREEMENT
BETWEEN THE CITY OF YAKIMA AND TRANSFORM YAKIMA TOGETHER**

THE PARTIES to the Lease Agreement Between the City of Yakima and Transform Yakima Together, for the Lease of Property described as follows:

All that portion of Tracts 33 and 40 of Goodwin's Five Acre Tracts, Recorded in Volume "A" of Plats, Page 18, records of Yakima County, Washington described as follows:

Beginning at the Southwest Corner of Tract 40, as described on Record of Survey, recorded under Auditor's File No. 7718968, records of Yakima County, Washington, thence North 0°15'41" East 75 feet; thence South 89°44'19" East 10 feet, to the point of True Beginning; thence North 0°15'41" East 345 feet; thence South 89°44'19" East 280 feet; thence South 0°15'41" West 345 feet; thence North 89°44'19" West 280 feet; plus or minus, to the point of True Beginning

as outlined in the original Lease Agreement dated October 18, 2017, and as twice amended (all of which are attached hereto for reference), hereby agree to Terminate the Lease Agreement by mutual agreement immediately upon signature by both parties.

Since the parties mutually agree to terminate the Lease, both parties hereby waive the forty-five (45) calendar days' written notice contemplated in the Lease.

Transform Yakima Together has merged operations with Sunrise Outreach Center of Yakima and it is contemplated by the Parties that a new Lease Agreement will be entered into between the City of Yakima and Sunrise Outreach Center of Yakima to continue leasing the Property to accommodate a temporary homeless encampment under the same terms and conditions.

Upon the effective date of this Termination, Transform Yakima Together shall remove any and all personal property on the premises pursuant to Section 18(c) of the Lease Agreement. There shall be no occupants on the premises as of the effective date of this Termination and no services should be provided by Transform Yakima Together under the Lease Agreement being terminated.

This Termination does not waive any claims that may have arisen, or may subsequently be known, under the Lease Agreement, and does not avoid any terms and conditions of the Lease Agreement subject to survival.

CITY OF YAKIMA

TRANSFORM YAKIMA TOGETHER

Cliff Moore, City Manager

Andy Ferguson, Executive Director

DATED: _____

DATED: _____

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that ANDY FERGUSON, the Executive Director of Transform Yakima Together, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date _____

By: _____
Notary Public for the State of Washington
Residing at: _____
Appointment Expires _____

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Cliff Moore signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager of the City of Yakima, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

By: _____
Notary Public for the State of Washington
Residing at: _____
Appointment Expires _____