

10.SAMPLE CONTRACT

(Fill in **BLANKS** and return with RFP response) LEASE / PURCHASE OPTION AGREEMENT

CITY OF YAKIMA TO Y HOTEL llc

This lease/purchase option agreement (hereinafter the "Lease"), made and entered into February 8, 2019, by and between the CITY OF YAKIMA, WASHINGTON, a municipal corporation, (the "City") and Y Hotel llc ("YH"), d/b/a Hotel Y.

WITNESSETH:

WHEREAS, City owns certain real property, identified as Yakima County Accessor Parcel Number 181312-44412, located at 1808 North 1st St, Yakima, WA, including several buildings located thereon (collectively referred to herein as the "Property"), available for limited use as more specifically provided by this Lease, and legally described as:

That part of Gordon's Highway Tracts, recorded in Volume "I" of Plats, page 22, and that part of the South 870.00 feet of the West ½ of the Southeast ¼ of the Southeast ¼ of Section 12, Township 13 North, Range 18 East, W.M., bounded as follows:

Beginning at the Northeast corner of Lot 15 of said Plat of Gordon's Highway Tracts, 24 feet West reference bearing, along the Easterly line of said Plat of Gordon's Highway Tracts, also being the Westerly right of way line of North First Street, 170.00 feet to a point which is 5.00 feet South 0° 24' West of the Northeast corner of Lot 12 of said Plat; thence North 89° 40' West, parallel with the Northerly line of said Plat, 155.00 feet; thence North 0° 24' East 170.00 feet to the Easterly extension of the Northeast line of Lot 15 of said Plat; thence South 89°40' East 155.00 feet to the point of beginning.; and

WHEREAS, YH desires to lease, occupy, develop, use and ultimately purchase the Property in accordance with the specific terms and conditions set forth in this Lease / Purchase Option Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and the benefit to be derived by each party, the parties agree as follows:

1. INTENT OF AGREEMENT:

The intent of this Lease is to Lease the Property to YH so that YH can develop the property for commercial purposes permitted by the City and by the current zoning requirements, and to purchase the property at such time as the Washington State Department of Ecology (DOE) issues a "No Further Action" (NFA) letter to the City releasing the Property from future environmental remediation obligations or mitigation measures. City and YH agree that it is likely the Property shall remain subject to certain Restrictive Covenants that will remain attached to the Property after the issuance of the NFA and understand the restrictive covenants will not interfere with the continued commercial use of the property consistent with the commercial development YH accomplished thereon during the Lease Term. At all times during the Term of the Lease YH shall maintain the property and the building structures constructed thereon in a clean and attractive condition. The City shall retain the right of final approval and authorization of the structure and the commercial use constructed on the Lease property during the term of the Lease.

2. DEMISE OF PROPERTY:

City hereby leases to YH and YH leases from City the Property, together with all rights of ingress, egress, public road access and use of utility connections to the Property.

YH shall clean up, develop and maintain the Property, including the parking area and building(s) constructed thereon, in a neat, professional, attractive condition and appearance suitable for commercial purposes within 2 months of taking possession of the Property under the terms of this Lease. YH's failure to commercially develop and maintain the Property as described herein shall constitute a material breach of the Lease, in which event the City, at its option, may terminate the Lease for cause.

3. TERM – EFFECTIVE DATE:

The tenancy provided by this Lease shall be for an initial five (5) year Lease Term commencing on February 8, 2019 and ending on December 31, 2023, unless earlier terminated as provided in this Lease. YH shall have the option to extend its tenancy under this Lease for additional five (5) year terms if the City has not received an NFA letter from DOE before the time for a Lease renewal notice opportunity arises as provided herein. YH may renew the Lease by providing written notice to City at least six (6) months prior to the end of the preceding Lease term of ____ intent to extend the Lease. The initial five year Lease, together with any extension(s) thereof, shall be the Lease term (the "Term").

4. **MORTGAGE:**

YH shall not have the right, authority or permission to mortgage the leasehold created by this Lease or any sublease hereunder or assignment hereof, in whole or in part, for the entire Term.

5. **RENT AND PURCHASE OPTION:**

In consideration of the demise of the Property, and the terms and conditions stated herein, YH agrees to pay the City to lease the property as follows:

\$1000- per month, payable on the first day of each month, every month during the full Term, beginning on the first day of the tenancy, pro-rated for the days left in the month tenancy begins if tenancy does not begin on the first day of a month. Five Hundred Dollars (\$500.00) of each monthly payment shall be retained by the City in an interest-bearing account that will be applied to the purchase price of the property at such time the Purchase option is exercised. In the event YH fails to complete the Property purchase after City's receipt of the NFA from Department of Ecology as set forth herein the funds the City retained from the rental payments, together with all accrued interest thereon, shall become the property of the City upon termination of the Lease.

The purchase price agreed upon by the parties to fulfill the Purchase Option provided herein shall be \$300,000), the unpaid balance of which shall be paid in full by YH upon exercising the purchase option.

Rent payments shall be made to the City of Yakima at the City Finance Office or at such other place as shall be directed by CITY. In the event YH exercises the option to extend this Lease, monthly payments during the extended Lease term shall likewise be paid on the first day of each month during the extension(s).

6. **DEPOSIT:**

YH shall deposit \$20,000 with the City upon the effective date of the Lease. The deposit funds shall be retained by the City during the period of the Lease Term in an interest-bearing account. The deposit shall be retained by the City in the event YH initiates demolition of the buildings and parking lot existing on the Property at the initiation of the Lease but fails to complete development of the parcel prior to terminating the Lease agreement. In the event YH completes commercial development of the Property and fully exercises the purchase option provided herein the deposit funds, together with interest accrued thereon, shall be applied to the unpaid purchase value of the Property.

7. TAXES AND LIENS:

In addition to the monthly rent as it comes due, YH promises and agrees to pay, as the same become due and payable, all governmental fees and taxes, if any, payable by reason of this Lease, the use of the Property, or the construction or ownership of improvements thereto, specifically to include leasehold excise tax. YH shall neither suffer nor permit the attachment of any lien or other encumbrance on the Property. YH agrees to defend, indemnify and hold harmless City from any such fees, taxes or liens that are permitted to accrue against the Property.

8. USE:

Neither YH nor any of YH's sub-tenants shall release hazardous substances into the soil or groundwater on the Property. They shall use the Property only for commercial purposes acceptable to and approved by the City as otherwise described in the Lease. YH's use of the Property shall be subject to the following additional limitations:

A. Use, together with any development, restorative construction and maintenance performed on the Property by YH or YH's subtenants, shall be compatible with the Property's zoning in effect at the commencement of the Term and shall not include or allow any excavation or disruption of the surface of the Property or in any way alter the Property surface from the condition it is in at the initiation of the Lease Term without the specific approval of CITY, which approval may include consultation with the Department of Ecology. All Department of Ecology sampling wells on the Property shall be protected and preserved from damage during construction and upon completion thereof, during the Lease Term and thereafter as required by DOE. YH shall be responsible for all cost of repair or replacement of said sampling wells for any damage that occurs to them during the Lease Term. The sampling wells shall remain accessible to DOE at all times in a manner sufficient to allow continued sampling as DOE deems necessary and appropriate.

B. The Property shall be used only for lawful commercial purposes appropriate for the location and the layout of the Property as approved and permitted by the City, such approval not to be unreasonably withheld or delayed. During the Lease Term the property shall not be permitted to be used for any purposes related to marijuana production, processing or sale.

C. During the entire term of the Lease, and until a No Further Action letter is received from the Department of Ecology for the property, the property shall remain subject to continued well monitoring and oversight by the

Department of Ecology. That oversight will not prevent development of the property, but shall require that the Lessee allow DOE staff and their contractors access to the site as necessary to continue the monitoring. This monitoring will not prohibit property use and development as approved by the City, as set forth herein. It is not expected that any active exploration or excavation shall be necessary on the property during the course of the DOE monitoring work.

9. UTILITIES:

YH shall be responsible for any necessary installation and operational service costs for all utility services used by YH or YH's subtenants, from the exterior edge of the Property to the points of connection or use on the Property, including, but not limited to, power, natural gas, water, sewer, garbage and communication.

10. PREMISES CONDITION:

YH accepts the Property AS-IS. Nothing contained in the preceding sentence shall affect YH's right to indemnification from the City as provided in Section 19 hereof.

11. MAINTENANCE:

YH agrees, at its sole cost and expense, to keep the Property, including the asphalt lot and any buildings constructed thereon, clean, neat and in good repair and shall provide all necessary building structure and landscaping maintenance services, fertilizing, irrigation, sweeping, cleaning, parking lot cleanup and trash and litter collection, such that the Property remains attractive, safe, clean and well-maintained. YH shall also be responsible for all necessary snow removal and pavement maintenance to keep the property safe and publicly accessible.

12. SIGNS:

YH may be permitted to erect commercial signage so long as all necessary permits are acquired and all applicable codes are complied with for the installation and maintenance thereof. Billboard signage shall not be permitted.

13. IMPROVEMENTS:

All development, construction, trade fixtures and other improvements existing on the Property or those that may be installed thereon by YH or

YH's subtenants during the Lease Term shall be made to conform to applicable land use, zoning and building regulations and codes. YH shall be responsible for procuring all building and operational permits required for work performed upon the Property. All new improvements to the grounds or the building structures that may be provided by YH shall first be presented to the City for consideration and prior approval before being constructed on the Property, which approval shall not be unreasonably withheld. Approval of any such additional improvements or modifications shall be deemed granted forty-five (45) days after submitting the proposal in writing to City if no specific response has been provided by City to YH within that time. City shall not impose a condition upon the approval of such improvements or modifications thereto that violate any applicable law, or which would violate any insurance policy required to be maintained by YH.

14. REVERSION OF IMPROVEMENTS AND FIXTURES UPON EXPIRATION OR TERMINATION OF LEASE:

Upon expiration or termination of this Lease for any reason, unless otherwise agreed to in writing between City and YH_, all improvements to the Property shall revert to the City without requirement of payment of any type by City to YH_.

Upon termination or expiration of this Lease, YH shall remove all its trade fixtures and repair any damage to the Property caused by removal of said trade fixtures to the reasonable satisfaction of the City Manager. Fixtures not removed on or before the effective date of termination or expiration shall become the property of the City unless other arrangements have been previously approved in writing by the City Manager.

YH shall, as additional consideration for grant of this Lease, insure that all liens, security interest and other encumbrances against said improvements and structures, except those created or suffered by City, whether consensual or involuntary, shall be paid, discharged or satisfied prior to time for reversion thereof to City; and, in any event, the parties acknowledge that City shall not, by virtue of termination of the leasehold interest nor reversion of the structures or other improvements, be liable for any debt or encumbrance associated therewith, whether now existing or hereafter incurred, levied or attached.

15. REGULATIONS:

YH agrees to comply with all applicable laws, ordinances, rules, regulations and policies of all governmental authorities having jurisdiction over the Property, including policies adopted by City, as such laws,

ordinances, rules, regulations and policies apply to the demolition, development, use and operation of the Property.

16. SUBLETTING:

Subject to the agreement to perform and the performance of the terms hereof by YH subtenant, City's written consent is required for any sublease of the Property by YH. City agrees that in accordance with the terms of City's prior written approval and consent set forth in this Lease _YH may be authorized to enter into space leases and subtenant rental agreements within the Property for individual facility operations. No sublease shall relieve YH or any subtenants thereof of the obligation to perform this Lease in accordance with the terms herein.

17. ASSIGNMENT:

YH shall not assign its interest in this Lease to another party without the express written consent of the City. City may withhold consent to YH's request for an assignment in City's sole discretion. If approved by City in writing, any assignee of this Lease and/or YH's rights hereunder shall assume all of _YH's obligations under this Lease. However, said assignment shall not relieve YH_ of its obligation to perform this Lease in every respect. Such assignment shall be in conformance with all City, local, state and federal laws, ordinances, rules, regulations and policies and the assignee shall comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of the Property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective. City's consent to assignment shall not be construed to be consent to any subsequent assignment.

18. MISCELLANEOUS PROVISIONS:

A. City may further develop or improve adjacent City property, infrastructure and facilities regardless of the desire or views of YH with respect to any such development or improvement, and without interference or hindrance on the part of YH and without liability to.

B. YH shall be responsible for weed control on the Property, including but not limited (where appropriate) to: mowing; spraying; removal of noxious weeds, etc.

C. YH shall post unused portions of the Property against trespass by unauthorized individuals and shall prevent illegal dumping of debris on the property.

19. INDEMNITY/DUTY TO DEFEND:

A. Except as provided in Paragraph 19(E), YH shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents, from any and all losses directly suffered by City and from any and all liability, damages, suits, claims, actions, judgments or decrees, including attorney fees and costs, made against the City or its elected and appointed officials, employees and agents based on the use or occupancy of the Property during the Term or from default by YH or any assignee or subtenant hereunder, in any term or condition of this Lease.

B. Except as provided in Paragraph 19(E), City shall defend, indemnify and hold harmless YH from any and all losses directly suffered by YH and from any and all liability, damages, suits, claims, actions, judgments or decrees, including attorney fees and costs, made against _YH based on the use or occupancy of the Property for any time other than during the Term or as a result of City's default in any term or condition of this Lease, excepting any liability, damage, suit, or claim arising from the occupancy or use of the Property by _YH or as a result of _YH's operations on the Property or from any other act or omission of _YH, its servants, employees, agents, invitees, independent contractors, assignees, subtenants or any other entity, person, firm or corporation acting on behalf of YH or under its direction, whether such claim shall be by YH or a third party; provided, however, that _YH shall not be liable for any injury, damage or loss occasioned solely by the sole negligence of City, its agents or employees. City shall give _YH prompt and reasonable notice of any such claims or actions and YH shall have the right to investigate, compromise and defend the same to the extent of its interest.

C. City shall defend, indemnify, and hold harmless _YH from any and all claims and actions, loss, damage, expense or cost, resulting from, arising out of, or caused by City and which leads to any liability under the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the Clean Water Act, 42 U.S.C. 1251 et seq.; the Washington Environmental Policy Act, RCW Ch. 43.21C; the Washington Water Pollution Control Act, RCW Ch. 90.48; the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Washington Model Toxic Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation, for all claims, actions, loss, damage, expense or cost associated with environmental conditions that pre-existed the initiation of this Lease and that arise during the Term. The City shall not be liable for or indemnify _YH for any claims of environmental liability that may arise after _YH exercises the Purchase

Option provided herein. PROVIDED, that during the Lease Term the City shall have a continuing right of entry upon the Property, upon providing __YH with a one (1) week notice of said entry (excepting emergency occurrences where no notice is necessary and excepting occurrences for which one weeks' notice is impractical, wherein the City will provide notice as the occurrence allows) to conduct necessary tests and actions required for compliance with the Washington State Department of Ecology (Ecology) with respect to the continuing environmental investigation and mitigation of hazardous substances on the Property. City reserves the right to take whatever actions are required by Ecology to resolve the environmental conditions on the Property, even if the actions taken result in a temporary or permanent effect upon YH_'s use of the Lease Property. City and _YH agree that any resultant diminishment of the Lease Property shall be addressed in a negotiation of the Lease terms and conditions, up to and including termination of the Lease. The provisions of this Paragraph 19(C) shall survive the termination of this Lease.

D. _YH shall defend, indemnify, and hold harmless City, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage, expense or cost, resulting from, arising out of, or caused by _YH, its assignees and/or subtenants, or arising after _YH exercises the Purchase Option provided in this Agreement and that result in any liability under the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the Clean Water Act, 42 U.S.C. 1251 et seq.; the Washington Environmental Policy Act, RCW Ch. 43.21C; the Washington Water Pollution Control Act, RCW Ch. 90.48; the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Washington Model Toxic Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation. The provisions of this Paragraph 19(D) shall survive the termination of this Lease.

E. The defense, indemnity, and hold harmless provisions provided in Paragraphs 19(A) through 19(D) hereof shall apply only to the extent the party claiming same is not at fault with respect to the event giving rise thereto. If both parties are at fault, such defense, indemnity, and hold harmless shall be applied under principles of comparative fault.

20. INSURANCE:

_YH agrees that, at all times during the full Lease Term, it shall, at its own expense, maintain in full force and effect adequate fire and other casualty coverage for the Property and structures, buildings, infrastructure and

contents, including all _YH's personal property, fixtures and improvements. Such policy shall include a replacement cost endorsement. _YH shall obtain and file with the City's Risk Manager a Certificate of Insurance evidencing such coverage. _YH shall provide the City with a thirty (30) day cancellation notice prior to any policy cancellation. Adequacy of coverage is defined as insurance sufficient to restore the Property to its pre-casualty condition.

Prior to execution of this Lease, YH, at its expense, shall obtain and file with the City's Risk Manager a Certificate of Insurance evidencing commercial general liability insurance coverage ("CGL") providing coverage of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate. This Certificate of Insurance shall be subject to approval by the City's Risk Manager as to company, terms and coverage and said approval shall not be unreasonably withheld. The CGL shall name the City, its elected officials, officers, agents, employees, and volunteers as additional named insureds and must protect the City from any and all claims and risks and losses in connection with _YH's activities or omissions by virtue of this Lease. The CGL policy shall remain in full force and effect at YH's sole expense for liability for property damage or personal injury that may occur in connection with activities or omissions by _YH, and provide continuous coverage for the full Term of this Lease and the Agreement. _YH shall ensure that the City's Risk Manager is given thirty (30) calendar days prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such insurance.

21. DEFAULT; TERMINATION; AND FORFEITURE:

A. _YH's failure to comply with any material term, provision or condition of this Lease shall constitute grounds for termination of this Lease. This Lease and tenancy shall terminate for cause as specified above on written notice by City to _YH stating in detail the manner in which _YH fails or has failed to comply with this Lease. _YH shall comply with this Lease in the manner specified in the notice within sixty (60) days (except twenty days with respect to default regarding payment of rent or other monetary obligation) from _YH's receipt of such notice, provided, however, that if the nature of YH's default (other than for monetary defaults) is such that more than sixty (60) days are reasonably required for its cure, then _YH shall not be deemed to be in default if YH commences such cure within said sixty (60) day period and thereafter diligently prosecutes such cure to completion; otherwise this Lease and tenancy shall be terminated. Such notice shall be given in writing and served on YH by personal delivery or mailed by certified mail with return receipt requested addressed to _YH at its address stated below or such other address as the parties may hereafter advise each other in writing. Notices shall be deemed received three (3) days after mailing. In addition to the provisions hereinabove,

and/or as an alternative or cumulative remedy, City may, at its sole election, pursue any other action, redress, or remedy now or hereafter available to City under the laws of the State of Washington, including state Landlord-Tenant laws.

B. As respects land, land improvements and the buildings and structures thereon, as additional and not alternative remedy, optional with City and upon sixty (60) days written notice to YH_, should _YH be in default hereunder, City may cure or correct the same and the cost of such action by City shall immediately become due and payable to the City by YH_, together with late fees on said sum at a rate of ten percent (10%) per annum, and the non-payment of said sum by YH_ shall be adequate grounds for City to invoke the other remedies as provided in this Lease.

C. The failure by City to comply with any material term, provision or condition of this Lease shall constitute grounds for termination of this Lease. This Lease and tenancy shall terminate for cause as specified above on written notice by _YH to City stating in detail the manner in which City fails or has failed to comply with this Lease. City shall comply with this Lease in the manner specified in the notice within sixty (60) days from City's receipt of such notice, provided, however, that if the nature of City's default is such that more than sixty (60) days are reasonably required for its cure, then City shall not be deemed to be in default if City commences such cure within said sixty (60) day period and thereafter diligently prosecutes such cure to completion, otherwise this Lease and tenancy shall be terminated. Such notice shall be given in writing and served on City by personal delivery or mailed by certified mail with return receipt requested addressed to City at its address stated below or such other address as the parties may advise each other in writing. Notices shall be deemed received three (3) days after mailing. In addition to the provisions hereinabove, and/or as an alternative or cumulate remedy, _YH may, at its sole election, pursue any other action, redress, or remedy now or hereafter available to it under the laws of the State of Washington, including state Landlord-Tenant laws.

22. DISPUTE RESOLUTION:

In the event that any dispute shall arise as to the interpretation of this Lease, or in the event of a notice of default as to whether such default does constitute a breach of the Lease terms, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If both parties consent in writing, other available means of dispute resolution may be implemented.

23. VENUE, ATTORNEY FEES:

In the event dispute resolution is not successful and litigation is initiated to enforce the rights and obligations hereunder, venue shall lie in a court of competent jurisdiction in Yakima County, Washington. The prevailing party shall be entitled to its reasonable attorney fees in addition to court costs.

24. NON-DISCRIMINATION CLAUSE:

To the extent required by law, YH_, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

A. No person, on the grounds of race, color, religion, sex, age, marital status, handicap or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in YH_'s personnel policies and practices or in the use or operation of _YH's services or facilities.

B. _YH agrees that in the construction of any improvements on, over or under City land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, handicap, age or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

26. OPTION TO PURCHASE:

As a further condition of the Lease, and in consideration of the terms and conditions set forth herein, including but not limited to the requirement to maintain the property in a good condition and consistent with the value added by the improvements _YH makes to the property, that at such time as the City receives a No Further Action (NFA) letter from the Department of Ecology regarding the environmental remediation work that has been occurring on the property for several years, the City shall forward a copy of the NFA letter to YH_. Within forty five (45) days from receipt of said letter _YH shall present the City with an offer to purchase the property (PSA) for \$300,000~ less credit for the _\$500 of each monthly rent payment that has been applied to partial payments of said purchase price, and less the Deposit amount of \$20,000~ plus accrued interest that the City has held during the Term. The PSA shall contain the following language regarding the obligation to comply with the conditions mandated by DOE under the Consent Decree that concerns this property:

Seller warrants and represents that the property is subject to an Environmental Covenant granted to the Washington State Department of

Ecology by the City of Yakima on the 11th day of December, 2015 and recorded with the Yakima County Auditor. The parties specifically understand and agree that all uses and activities occurring on the property must comply with the terms of the referenced Covenant.

Initial: _____ (City)

Initial:  _____ ()

27. CONTRACT DOCUMENTS:

Exhibit A (to be attached to final agreement) will contain the Proposer's Response, project concept, plans, renderings and other relevant documentation.

28. INTEGRATION:

Exhibits and Recitals are incorporated herein by this reference. This Lease and the Agreement incorporated herein embody the entire agreement between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing, signed by the party to be charged.

29. THIRD PARTY BENEFICIARY:

Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third party beneficiary to this Agreement.

30. NOTICE:

All notices allowed or required hereunder shall be effective if given in writing and served by personal delivery or delivered by certified mail, return receipt requested, at the address shown below unless a different address is designated by a party in writing:

If to City: **YAKIMA CITY MANAGER**
129 N. 2nd Street
Yakima, Washington 98901

If to _YH_: **Y Hotel Ilc**
61547 Tam McArthur Loop
Bend, OR 97702

31. BINDING EFFECT AND BENEFIT:

This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns and subtenants.

32. AMENDMENTS:

Any Amendment to the Lease shall be made in writing and signed by both parties to the Lease.

33. SEVERABILITY:

If any term or provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable and effective to the fullest extent permitted by law. Further, the parties shall negotiate in good faith regarding amendments to this Agreement that would effectuate the intent of any provision held invalid or not enforceable.

CITY:

CITY OF YAKIMA, WASHINGTON

By: _____
Cliff Moore, City Manager

Date

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
Appointment Expires _____

_____:

By: Scott Mary

2-08-2019
Date

By: _____

Date

STATE OF WASHINGTON)
) ss
County of Yakima)

I certify that I know or have satisfactory evidence that Scott Mary and _____ signed this instrument, on oath stated that he/they were 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 2/8/19
By: [Signature]
Notary Public
Appointment Expires 8/8/19



EXHIBIT A






Respondents RFP response will be attached, as well as project concept, plans, renderings and other relevant documentation.

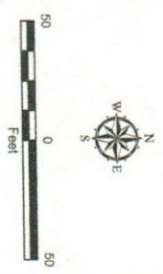
Data Source: Aerial base from ArcGIS Online
Aerial base map data provided by
City of Yakima Engineering Department, January 2015.
Projection: NAD 1983 StatePlane Washington South FIPS 4602 Feet

Notes:
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is not intended to be used in showing related information. It is not intended to be used in showing related information. It is not intended to be used in showing related information. It is not intended to be used in showing related information. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.



Legend

-  Boring Number and Approximate Location
-  Monitoring Well Number and Approximate Location
-  GRP, BTEX, or Naphthalene Concentrations in Soil Greater Than MTCA Method A Cleanup Levels
-  Approximate Former Tank Pit Location
-  Approximate Parcel Boundary



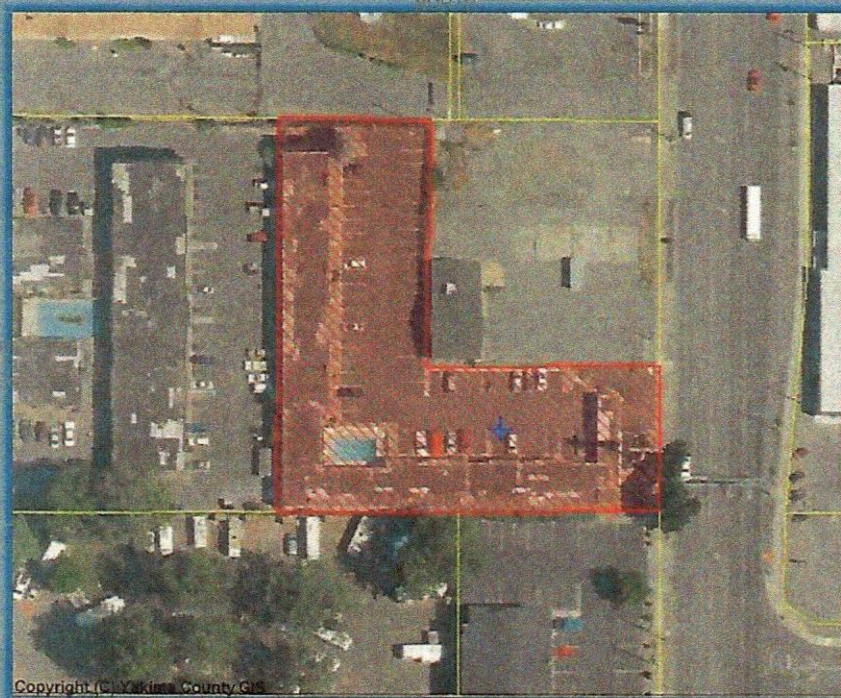
Site Plan and Sample Locations	
Tiger Oil North 1st Yakima, Washington	
GEOENGINEERS	Figure 2



Assessor | Planning | Real Estate |

FAQ | Help | Legend |

Search | Tools | Overview



Copyright (C) Yakima County GIS

Easting(ft) | Northing(ft)
Longitude(E) | Latitude(N)

Click Map to: [Get Information](#)

One Inch = 100 Feet
Feet 50 100 150

Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 inch = 100 ft.



Overlays: 2017 Photos


☐ FEMA ☐ Critical Areas
☐ Contours ☐ Utilities

MapSize: Small (800x600)

Maps brought to you by:

Valley Title Guarantee
Title Insurance &
Escrow Service
www.vtgco.com
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Map Report

PROPERTY PHOTOS: 12345		PROPERTY INFORMATION AS OF 10/21/2018 11:01:14 PM							PRINTING			
 <div>181312-44018-1 3/27/01</div>		Parcel Address:		1700 N 1ST ST, YAKIMA, WA 98901					Printer-Friendly Page			
		Parcel Owner(s):		DOU SEOK & HYUNG S LEE								
		Parcel Number:		18131244018			Parcel Size:		1.06 Acre(s)			
		Property Use:		16 Hotel/Motel					Detailed Report			
		TAX AND ASSESSMENT INFORMATION										
Tax Code Area (TCA):		333			Tax Year:		2019			Print Detailed MAP		
Improvement Value:		\$867400			Land Value:		\$213100					
Current Use Value:		\$0			Current Use Improvement:		\$0					
New Construction:		\$0			Total Assessed Value:		\$1080500					
RESIDENTIAL INFORMATION											SECTION MAPS	
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltin)	Carport	Section Map 1in=400ft		
No Residence Information Found.												
SALE INFORMATION											Qtr SECTION MAPS	
Excise	Sale Date	Sale Price	Grantor					Portion				
No Sales Information Found.												
DISCLAIMER												
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us.												

OVERLAY INFORMATION			
Zoning:	GC	Jurisdiction:	Yakima (Urban Area Zoning Ordinance)
Urban Growth Area:	Yakima	Future Landuse Designation:	(AC) Arterial Commercial (Yakima Urban Area Plan)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1032D
Download Map			
LOCATION INFORMATION			
+ Latitude: 46° 37' 24.232"	+ Longitude: -120° 30' 45.115"	Range: 18	Township: 13 Section: 12
Narrative Description: N 275 FT OF S 870 FT OF TH PT W1/2SE1/4 SE1/4 LY W OF W LN OF GORDON HWYTR & E OF LN PAR WITH & 125 FT W OF SDW LN EX E 20 FT OF N 170 FT, AND ->GORDON HIGHWAY TRS. LOT 11 & S 50 FT LOT 12			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

To Whom it may Concern

Re: RFP, Yakima Tiger Oil Site

I am honored and excited to be involved in remodeling and repurposing the Sun Country Hotel on N. 1st Street and looking forward to meeting the objectives of our investment and the city while revitalizing the North end of this corridor.

The Tiger Mart site provides a great opportunity to blend, engage and expand this property into the future. Scott Mary with his background in Hotel and Retail development is an excellent manager and operator to ensure a well thought out redevelopment of this property.

I have been working as a partner both with Sullivan Rowell Homes and Properties since 2004, and now have continued to invest in various subdivisions in Yakima with Hayden Homes.

We hope you will consider our proposal and can assure you that you will be proud of the end product.

Sincerely,

Hayden Watson partner Y Hotel LLC