

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF YAKIMA AND YAKIMA
AREA ARBORETUM**

THIS AMENDMENT TO THE AGREEMENT is made and entered into by and between YAKIMA AREA ARBORETUM, a Washington non-profit corporation ("YAA") and THE CITY OF YAKIMA, a Washington municipal corporation ("City").

WHEREAS, on or about May 23, 1991, the City and YAA entered into an Agreement wherein the Arboretum agreed to operate and maintain the Yakima Arboretum property and the City granted to YAA the possession of the property including the buildings thereupon, City Contract No. 91-37 approved by Resolution R-1991-D5913 ("Lease"); and

WHEREAS, the Lease included a 30-year term, which expired on or about May 23, 2021; and

WHEREAS, the City and YAA have continued discussions regarding entering into a new Agreement regarding the operation and maintenance of the Yakima Arboretum, and extended the Agreement through October 6, 2021 by Council resolution; and

WHEREAS, it has been determined by both parties that the Agreement should be amended to extend the term for a period of one year, with all other terms and conditions to remain the same, after which it is anticipated that a new agreement will be entered into and brought before City Council; and

WHEREAS, the City and YAA wish to amend the terms and conditions of the Agreement to extend the term, which the City Council finds is in the best interests of the City and its residents;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and YAA as follows:

Section 1: Section 2: Term, of the attached and incorporated "Agreement" is amended to read as follows:

2. **TERM:**

2.1 This Agreement shall become effective as of the date of its approval by CITY and shall continue until 11:59 p.m. on December 31, 2022.

2.2 If ARBORETUM is dissolved or ceases to exist, this Agreement shall automatically terminate and ARBORETUM shall thereafter have no further rights or responsibilities hereunder.

2.3 All real property and improvements to real properties, whether in existence upon the date of this Agreement or thereafter placed or constructed upon the property by ARBORETUM, shall insure to and belong to CITY.

Section 2: Except as expressly modified herein, all other terms and conditions of the attached Agreement and its amendments shall remain in full force and effect.

Section 3: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Amendment is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Amendment.

DATED this 5th day of October, 2021.

CITY OF YAKIMA

YAKIMA AREA ARBORETUM

Robert Harrison, City Manager

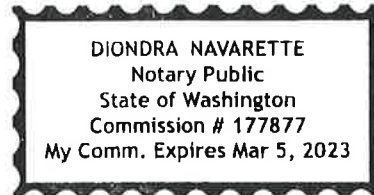
Colleen Adams-Schuppe

Colleen Adams-Schuppe, Executive Director

Date: _____

ATTEST:

City Clerk



STATE OF WASHINGTON)
County of Yakima) ss
)

I certify that I know or have satisfactory evidence that Colleen Adams-Schuppe, the Executive Director of Yakima Area Arboretum, signed this instrument, on oath stated that 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 9-17-2021

By: Diondra Navarette

Notary Public for the State of Washington
Residing at: Yakima, WA

Appointment Expires March 5, 2023

STATE OF WASHINGTON)
County of Yakima) ss
)

I certify that I know or have satisfactory evidence that Robert Harrison 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 _____