

KITTITAS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**AGENDA STAFF REPORT**

**AGENDA DATE:** May 2, 2017

**ACTION REQUESTED:** Sign Ground Lease Between Kittitas County Public Works and the Kittitas County Sheriff's Office for Lot 2 of the Boat Ramp Short Plat, Vantage Washington

---

**BACKGROUND:** On August 19, 2014, pending the completion of the Boat Ramp Short Plat, the Department of Public Works and the Kittitas County Sheriff's Office entered into a Revocable License Agreement for land at the Vantage Park on which the sheriff's rescue boat facility was constructed on.

The short plat has been completed. Lot 2 consists of a total of 7,201 sq. ft. with 2597 sq. ft. of the lot identified as non-buildable as it falls with the 60 Ft. easement for access to the public parking area. Public Works recommends that the revocable license agreement be converted to a long term lease agreement for Lot 2 for the total net buildable land in the amount of 4,604 Sq. Ft. at \$0.09 per Sq. Ft. for the first 5 year period.

**INTERACTION:** Kittitas County Public Works  
Kittitas County Sheriff's Office

**RECOMMENDATION:** Sign the Ground Lease between Kittitas County Public Works and the Kittitas County Sheriff's Office for Lot 2 of the Boat Ramp Short Plat, Vantage Washington

**HANDLING:** Return one (1) original to Public Works  
Return one (1) original to KC Sheriff's Office

**ATTACHMENT:** Ground Lease between Kittitas County Public Works and the Kittitas County Sheriff's Office for Lot 2 of the Boat Ramp Short Plat, Vantage Washington

**LEAD STAFF:** Mark Cook

## L E A S E

**THIS LEASE** is made and entered effective the 1<sup>st</sup> day of June, 2016, by and between **Kittitas County Public Works**, hereinafter referred to as the **LESSOR**, and **Kittitas County Sheriff's Office**, hereinafter referred to as the **LESSEE**.

### W I T N E S S E T H:

The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the following described real property:

**Lot 2 of the Boat Ramp Short Plat, Kittitas County, Washington, further described as follows:**

**Lot 2 consists of a total of 7,021 square feet with 2,597 square feet of the lot identified as non-buildable as it falls within the 60 foot easement for access to the public parking area for a total net buildable land in the amount of 4424 square feet.**

This lease is made in pursuant to the authority of Chapter 2.81 KCC.

1. TERM: The term of this lease shall be for thirty-five (35) years and will commence on the 1<sup>st</sup> day of June, 2016 and terminate on the 31<sup>st</sup> day of May, 2051, except as provided hereunder.
  - (a) Lessee and Lessor agree that the parties may modify the terms of this lease, in whole or in part, including but not limited to modifying the area of land covered by this lease, the rental due, the term of duration of this lease and/or any other term of condition of this lease, but only upon such terms as are mutually agreed upon in writing.
  - (b) In the event that Lessor finds it necessary to terminate this lease for reasons not reasonably anticipated at the time of entering into the lease, Lessor shall do so only upon one hundred twenty (120) days written notice, notifying Lessee at Lessee's address of record, that the lease to which this applied is being terminated. Lessee's sole basis for termination of the lease shall be a permanent change in the water level or course of the Columbia River that makes the described property not reasonably useable for the Lessee's purpose in entering this lease, Lessee's boating operations on the Columbia River.
  - (c) In the event that the lease is terminated, all rents shall be pro-rated to the date Lessee shall have restored the premises to the Lessor in accordance with the terms of the lease agreement governing Lessee's duties to restore the premises to Lessor upon expiration of the lease term.
  - (d) It is further agreed that any modification or termination of this lease pursuant to the terms of the lease shall not give rise to any cause of action for damages or any other form of relief by Lessee against Lessor or any successor lessee.
  - (e) In the event of such termination, Lessee understands that other than a refund of any unearned rent prorated to the date Lessee has restored the premises to Lessor, Lessee shall have no claim for compensation as occasioned by said modification or termination.
  
2. RENT: Rent shall be paid in advance on an annual basis, with the first payment due on or before the 1<sup>st</sup> day of June of each year and continuing thereafter until termination of this lease. The rental rate for each year is as follows:

Term	Rental Rate (Ground Lease) (4,424 Sq. Ft at \$.09 per Sq. Ft)
06/01/16 – 05/31/21	398.16
06/01/21	Recalculate as described below

3. ADJUSTMENT OF RENTAL: The rental for every five year period thereafter, or part thereof, at the commencement of such period, shall be readjusted and fixed by the Board of County Commissioners;

(a) After each five year period of this lease, the Lessor shall have the right to readjust the rent on or before February 1<sup>st</sup> of the fifth year of this lease for the subsequent five year period; and the increase shall BE THE CUMULATIVE EFFECT OF THE CPI INDEX OVER THE PREVIOUS FIVE YEARS. The first five year period shall be run from January 1, 2016 to December 31, 2020, and each five year period used for the purposes of calculating the increase in rent shall be set in the same manner thereafter for the remainder of the period of the lease. The rent increase is at the sole discretion of the Lessor, and Lessor may elect to maintain the rent at the previous rate. It is agreed between LESSOR and LESSEE that the following CPI Index will be used for future rental increases:

“CPI – All Cities-All Items Size Class D Under 50,000.”

4. UTILITIES: The Lessee shall pay for extension of and all utility services supplied to the premises. Any such extensions shall be subject to the advance review of the Lessor.

5. PURPOSE: The Lessee shall utilize the premises primarily for Sheriff’s Office purposes.

6. IMPROVEMENTS: Upon termination of this lease, for whatever reason and under whatever circumstances, all improvements remaining upon the leased premises become the property of Lessor, free and clear, without any liability of Lessor to Lessee. Should Lessor desire the removal of Lessee’s improvements upon the date of lease termination, Lessor shall give Lessee written notice to remove all improvements and return the premises to its state as before the lease at least thirty (30) days prior to the termination date for the lease. Upon removal, the premises shall be left in a neat and orderly condition, without debris and shall be graded level. Should the premises not be left in such condition, after Lessee received such notice, Lessor may remove improvements and repair the premises and seek reimbursement from Lessee in any manner allowed by law.

In the event the Lessee exercises the option to remove building and improvements or is otherwise directed to remove said building and improvements, the work shall be completed within thirty (30) days of the termination of the lease. The Lessee shall provide the Lessor notice in writing at least 30 days prior to the termination of this lease of Lessee's intent for such removal. In the event notice is not given, or the Lessee fails to complete such removal within the prescribed time limits, the building and other improvements shall become the property of the Lessor and any removal costs shall be assessed the Lessee.

7. REPAIRS: The maintenance and repair of the structure and other improvements shall be the responsibility of the Lessee, including utilities within the leased area.
- (a) The Lessee further agrees that it will not commit waste and that it will keep said premises in a safe, sanitary, neat, presentable, and otherwise good condition, and in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises and shall comply with any direction pursuant to law of any public officer or officers who shall be empowered to enforce local, state and federal rules, regulations and ordinances upon the Lessee with respect to the said premises or the use, occupancy, or control thereof and shall not suffer any improper or offensive use of said premises.
8. AREA MAINTENANCE: Lessee shall, during the term of this lease, maintain the area between the building and boundary line of said lease to the satisfaction of the Lessor. The area shall be kept free of all debris, weeds and brush for the term of this lease. Lessee shall reimburse the Kittitas County Weed Authority or Kittitas County Department of Public Works for any costs incurred in the event that the County Weed Authority or Kittitas County Department of Public Works undertakes noxious weed or vegetation control measures.
9. NOTICES: Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested as follows:
- (a) If to Lessor, addressed to:
- Kittitas County Department of Public Works  
411 N. Ruby, Suite #1  
Ellensburg, Washington 98926
- (b) If to Lessee, addressed to:
- Kittitas County Sheriff's Office  
307 W. Umptanum  
Ellensburg, WA 98926
- Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.
10. ASSIGNMENT: The Lessee shall not assign this lease nor sublet any portion thereof without first obtaining the written consent of the Lessor.
11. HOLD HARMLESS: The Lessee hereby agrees to defend, indemnify and hold harmless the Lessor from any and all claims or demands whatsoever arising out of any loss, damage, or injury to persons or property resulting from the Lessee's use or occupancy of said premises and leased area, or caused by the acts or neglect of the Lessee, his agents or employees.
12. DEFAULT: In the event the Lessee shall fail to comply with any of Lessee's commitments, duties or responsibilities under this lease, or any of its conditions or terms as herein stated, the Lessor may terminate this lease by giving thirty (30) days written notice of the conditions or terms being violated. If said failures are not corrected within the thirty (30) day period, this lease may be terminated and the

Lessor shall be entitled to peaceably retake possession of the premises, provided the Lessee shall have the right to remove improvements as herein provided. In addition to the provisions hereinabove, and/or as an alternative or cumulative remedy, Lessor may, at its sole election, pursue any other action, redress, or remedy now or hereafter available to Lessor under the laws of the State of Washington, including its Landlord-Tenant laws.

- 13. WAIVER: No assent, express or implied, by the Lessor to any breach of any of Lessee's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.
- 14. APPLICABILITY: The covenants, agreements, terms and conditions contained in this lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successor and assigns.
- 15. INTEGRATION: Exhibits and Recitals are incorporated herein by this reference. This Lease embodies 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.

IN WITNESS WHEREOF, the Lessor and Lessee have signed their names and affixed their seals the day and year first above written.

**LESSOR:**

BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Paul Jewell, Chairman

\_\_\_\_\_  
Laura Osiadacz, Vice-Chairman

\_\_\_\_\_  
Obie O'Brien, Commissioner

**LESSEE:**

  
\_\_\_\_\_  
Address:  
Kittitas County Sheriff's Office  
307 W. Umptanum  
Ellensburg, WA 98926

Attest:

- Clerk of the Board- Julie Kjorsvik
- Deputy Clerk of the Board- Mandy Buchholz

\_\_\_\_\_