

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF UNIVERSITY PLACE AND
THE UNIVERSITY PLACE HISTORICAL SOCIETY**

This AMENDMENT is entered into and effective as of the 1st day of May, 2018 and amends the Lease Agreement that was effective the 1st day of June, 2014, between the City of University Place ("City"), and the University Place Historical Society ("UPHS").

The City and UPHS wish to address certain terms of the lease as follows:

A. Paragraphs **1(b)**, **1(c)** and **1(f)** are amended to read:

1. LEASE SUMMARY

* * *

(b) Lease Commencement Date. The term of this lease shall be for a period of fifteen (15) years and shall commence on May 1, 2018 (the "Lease Commencement Date").

(c) Lease Termination Date. The term of this Lease shall terminate at midnight on the day that is fifteen (15) years following the Lease Commencement Date. Both parties shall have the right to terminate this Lease any time for any reason by providing thirty (30) days' written notice to the other.

* * *

(f) Permitted Uses. The premises shall be used only for the following uses and for no other purpose without the prior written consent of Landlord (the "Permitted uses").

i. **Interim Use.** Tenant shall be allowed to sub-lease all or a portion of the Premises on an interim basis, expiring August 2, 2019, unless mutually extended in writing by both parties. If the premises are sub-leased, Tenant assumes all Landlord obligations, duties, and liabilities under the Washington Residential Landlord-Tenant Act for any and all Sub-Tenants.

ii. **Long-Term Use.** Tenant may use all or a portion of the Premises as a museum, museum office, interpretive facility, event facility, or such other uses as are approved in writing by Landlord.

None of the foregoing Permitted Uses by Tenant and any residential sub-tenants shall interfere with the public's use of Curran Orchard Park. Tenant is

solely responsible for meeting all codes and regulations applicable to Tenant's use.

B. The original Lease Agreement was not notarized in conformity with RCW 59.04.010. The parties, by their duly authorized signatories certify that any noncompliance with RCW 59.04.010 is remedied.

All other provisions of the Lease Agreement of June 1, 2014 shall remain the same.

UNIVERSITY PLACE HISTORICAL SOCIETY CITY OF UNIVERSITY PLACE

By: _____
Frank Bonaro
President

By: _____
Stephen P. Sugg
City Manager

Approved as to form:

Matthew S. Kaser, City Attorney

STATE OF WASHINGTON)) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Stephen P. Sugg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of University Place to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, _____.

NOTARY PUBLIC in and for the State of Washington
Residing at : _____
My commission expires _____

STATE OF WASHINGTON)) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Frank Bonaro is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the University Place Historical Society to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, _____.

NOTARY PUBLIC in and for the State of
Washington
Residing at : _____
My commission expires _____