

RESOLUTION 2023 312

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN BENTON COUNTY AND CITY OF PROSSER FOR THE ANNEX BUILDING AT 1002 DUDLEY AVENUE, PROSSER, WASHINGTON; AMENDING RESOLUTION 2021-524

WHEREAS, per Resolution 2021-524, the Board of Benton County Commissioners approved the Lease Agreement with the City of Prosser for lease of the building at 1002 Dudley Avenue, Prosser, Washington; and

WHEREAS, the Lease Agreement expires July 31, 2023 and the City of Prosser contacted the County to request to extend the Lease Agreement through July 31, 2025; and

WHEREAS, this First Amendment to Lease Agreement is necessary to extend the lease through July 31, 2025; and


WHEREAS, all other terms of the Lease Agreement will remain in full force and effect;
NOW, THEREFORE,

BE IT RESOLVED, Board of Benton County Commissioners approves the First Amendment to Lease Agreement with the City of Prosser for lease of the building at 1002 Dudley Avenue, Prosser, Washington, and authorizes the Chairman to sign said agreement; and


BE IT FURTHER RESOLVED, the First Amendment to Lease Agreement extends the lease term to July 31, 2025; and

BE IT FURTHER RESOLVED, that Resolution 2021-524 is hereby amended.

Dated this 18 day of April, 2023.



Chairman of the Board



Chairman Pro Tem



Commissioner

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



Return Name and Address:
Benton County Commissioners
PO Box 190
Prosser, WA 99350

COPY

PLEASE PRINT OR TYPE INFORMATION:

Document Title: *First Amendment to Lease Agreement
w City of Prosser*

Grantor(s)(Last name first, first name, middle initials):

- 1. *County of Benton*
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

- 1. *City of Prosser*
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

*Prosser Block 66 Lots 5 thru 9 & Prosser Block 66, the
west 9 feet of lot 19, lots 20 & 21*

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

2021-033108

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)

102844030066005 & 102844030066017

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and the **CITY OF PROSSER**, a political subdivision with its principal offices at 1002 Dudley Ave, Prosser, WA 99350 (hereinafter "CITY"),

WHEREAS, the CITY entered into a lease agreement dated July 8, 2021, with the COUNTY, via Resolution 2021-524, for the use of the 1002 Dudley Ave. property that expires July 31, 2023; and

WHEREAS, the CITY contacted the COUNTY requesting to extend the lease agreement through July 31, 2025; and

WHEREAS, this First Amendment is necessary to extend the lease through July 31, 2025; and

NOW THEREFORE, the parties agree that all provisions of the LEASE AGREEMENT remain in full force and effect, except for the following amendment:

2. **LEASE TERM** – Section 2 will be replaced in its entirety with the section below.

Except as otherwise provided herein, the City Occupancy of the Building will commence July 15, 2021, and will end July 31, 2025

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Lease Agreement to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

FOR BENTON COUNTY

FOR CITY OF PROSSER

 4-18-23
Will McKay, Chairman Date

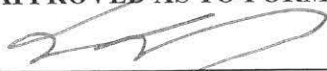

 3/20/23
Randy Taylor, Mayor Date

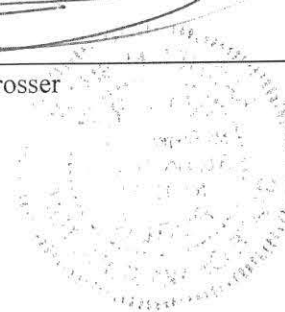

Attest: Clerk of the Board


Attest: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 
Benton County Deputy Prosecuting Attorney, Civil Attorney, City of Prosser



STATE OF Washington)
) ss.
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that **Will McKay** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Chairman** of **Benton County Board of Commissioners** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4-18, 2023.



Cami J. McKenzie
[PRINT NAME] Cami J. McKenzie
NOTARY PUBLIC for the State of Washington
residing at Kennelworth
My appointment expires: 12/01/2023

STATE OF Washington)
) ss.
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that **Randy Taylor** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Prosser** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 28, 2023.



Rachel M. Shaw
[PRINT NAME] Rachel M. Shaw
NOTARY PUBLIC for the State of WA,
residing at Prosser
My appointment expires: 2/21/2027

Cami McKenzie

From: Eric Andrews
Sent: Tuesday, April 4, 2023 4:25 PM
To: Cami McKenzie
Cc: Jerrod MacPherson
Subject: RE: 1st Amendment to Lease Agreement - City of Prosser

I approve as to form.

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Cami McKenzie <Cami.McKenzie@co.benton.wa.us>
Sent: Tuesday, April 4, 2023 4:19 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Jerrod MacPherson <Jerrod.MacPherson@co.benton.wa.us>
Subject: 1st Amendment to Lease Agreement - City of Prosser

Eric:

I have attached the original lease agreement, along with the amendment signed by the City of Prosser.

Please review and stop by my desk to sign the duplicate originals, at your earliest convenience.

Thank you,



Cami McKenzie
Clerk of the Board
Benton County Commissioners' Office
509-222-3712