

**TERMINATION OF  
LEASE  
of  
RECREATIONAL FACILITY**

THIS TERMINATION OF LEASE OF RECREATIONAL FACILITY ("Termination Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **the City of Lynden**, a municipal corporation ("Lessor"), and **the Whatcom Family YMCA**, a nonprofit corporation ("Lessee").

**WHEREAS**, on February 18, 1997, Lessor and Lessee entered into the Lease of Recreational Facility ("Lease"), by which Lessee would rent the property located at 100 Drayton Street, Lynden, WA ("Premises") from Lessor for one dollar (\$1.00) per year; and

**WHEREAS**, pursuant to Section 2 thereof, the Lease automatically renews annually unless one hundred twenty (120) days' termination notice is provided by Lessor or Lessee prior to the end of the year, in which case the Lease terminates on December 31<sup>st</sup> of that year; and

**WHEREAS**, the Lessor has previously provided timely notice to Lessee to terminate the Lease on December 31, 2020; and

**WHEREAS**, notwithstanding the foregoing, Lessor and Lessee have agreed to mutually terminate the Lease effective October 1, 2020; and

**WHEREAS**, the foregoing recitals are a material part of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Lease shall terminate on October 1, 2020 ("Termination Date").
2. Lessor shall have the right to reenter the Premises on the Termination Date.
3. Lessee will vacate the Premises on or before the Termination Date, leaving it in good condition less ordinary wear and tear.
4. All personal property of Lessee or its effects of any kind or description whatsoever left on or about the Premises after the Termination Date shall be at Lessee's sole risk and Lessor shall not be liable or responsible for any damage done to or loss of such personal property or effects.
5. All other terms of the Lease remain in full force and effect until the Termination Date.

**IN WITNESS WHEREOF**, the parties have executed this Addendum on the date above written.

**City of Lynden**

**Whatcom Family YMCA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person is the \_\_\_\_\_ and acknowledged that s/he signed this instrument, freely and voluntarily, on behalf of the CITY OF LYNDEN for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of Washington.  
 My commission expires \_\_\_\_\_.

[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person is the \_\_\_\_\_ and acknowledged that s/he signed this instrument, freely and voluntarily, on behalf of WHATCOM FAMILY YMCA for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of Washington.  
 My commission expires \_\_\_\_\_.