

RESOLUTION NO. 2024-38

A RESOLUTION APPROVING A LEASE AGREEMENT WITH NEAH-KAH-NIE SCHOOL DISTRICT NO. 56 FOR TENNIS COURT PROPERTY

WHEREAS, Neah-Kah-Nie School District No. 56, Tillamook County, Oregon, hereinafter referred to as District, is the owner of the real property described, below, hereinafter referred to as the Tennis Court Property; and

WHEREAS, the parties had previously entered a tennis court lease, dated September 13, 2023 for one (1) year; and

WHEREAS, the City desires to lease the Tennis Court Property from the District under the conditions set forth in the agreement attached as Exhibit A.

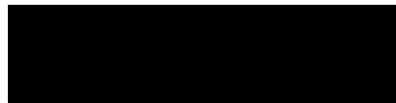
NOW, THEREFORE, BE IT RESOLVED THAT

Section 1. The City of Rockaway Beach City Council hereby approves the lease agreement with Neah-Kah-Nie School District No. 56 for the Tennis Court Property, attached as Exhibit A.

Section 2. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 14th DAY OF AUGUST 2024.

APPROVED



Charles McNeilly, Mayor

ATTEST



Melissa Thompson, City Recorder

Tennis Court Lease

WHEREAS, Neah-Kah-Nie School District No. 56, Tillamook County, Oregon, hereinafter referred to as District, is the owner of the real property described, below, hereinafter the Tennis Court Property;

WHEREAS, the Board of Directors of the District has determined that the District does not presently have a need for, or in the foreseeable future will not need, the Tennis Court Property;

WHEREAS, the District has determined that it would be in the best public interest to re-enter into a lease of the Tennis Court Property with the City of Rockaway Beach, a municipal corporation, hereinafter referred to as the City, for the purposes described herein, on the following terms and conditions:

NOW THEREFORE, in consideration of the covenants, agreements and stipulations herein contained (hereinafter Lease), the District hereby leases to the City the Tennis Court Property of approximately 6960 square feet, described in the Exhibit A map attached hereto and by this reference incorporated herein (hereinafter the Tennis Court Property).

TO HAVE AND TO HOLD the Tennis Court Property for five (5) years, commencing on September 1, 2024, and terminating at 9:00 p.m. on the day immediately preceding the five-year anniversary of the commencement date of this Lease, unless sooner terminated as hereinafter provided.

In consideration of this Lease, and of the covenants and agreements herein contained, each party hereby agrees as follows:

1.0 **Rent.** The rental for the term of this Lease shall be \$10.00 for the entire term, payable upon the signing of this agreement.

2.0 **Use.** This Lease is entered into on the condition that the Tennis Court Property shall be solely used as tennis courts or pickleball courts and in the event that the Tennis Court Property is not available for use for a consecutive period of six (6) months at any time during the term of this Lease, the agreement shall terminate and the Tennis Court Property shall be returned to the District, together with any and all improvements located thereon, substantially the same condition that it was in when this Lease began, without any abatement of the rent.

3.0 **No Charge to the Public; No Discrimination.** The City further agrees that the Tennis Court Property shall be used for tennis or pickleball courts by the public without charge

and without discrimination on the basis of race, creed, gender, national origin, or age.

4.0 **Maintenance.** The City further agrees to keep and maintain the Tennis Court Property in good condition and repair, free from debris on the Tennis Court Property.

5.0 **Improvements.** The parties acknowledge that, through the years, the Tennis Court Property has suffered from neglect and disrepair. Consequently, the City agrees to keep and maintain the Tennis Court Property in at least the same condition that it is currently in, but with an eye towards developing a longer-term relationship between the parties regarding the Tennis Court Property.

6.0 **Hold Harmless.** In accordance with the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, defend and hold harmless the District and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the City and the City's officers, agents and employees, in performance of this Lease, as well as any of the public's damage to the Exhibit A property.

7.0 **Default.** Failure for the City to comply with any of the terms of this Lease shall be cause for termination and forfeiture of this Lease; however, District must give notice in writing to the City by sending to the City Recorder, City Hall, Rockaway Beach, Oregon, 97136 a Notice of Default specifying the failure of the City to comply with one or more terms of the terms of this Lease. If, thirty (30) days or more from the date that the Notice of Default is mailed to the City, the default has not been cured to the reasonable satisfaction of the City, the Lease shall terminate without any abatement of rent.

8.0 **Attorney's Fees.** In the event of any litigation or arbitration enforcing or interpreting this Lease, the prevailing party shall be entitled to such attorney's fees and costs as the trial court or the appellate court shall determine to be reasonable.

9.0 **Oregon Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have caused their respective officers, duly authorized to do so by their respective Board or Council, effective the first (1st) day of September, 2024.

Neah-Kah-Nie
School District No. 56
Tillamook County, Oregon

By: [Redacted]
Chair

Attest: [Redacted]
Clerk

City of Rockaway Beach

By: [Redacted]
Mayor

Attest: [Redacted]
City Recorder