

**RESOLUTION 2026-I**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH  
THE SOUTH PIERCE COUNTY HISTORICAL SOCIETY**

**WHEREAS**, the Town of Eatonville owns an antique fire truck and hose reel trailer that have not been used for fire services for years; and

**WHEREAS**, the South Pierce County Historical Society (“SPCHS”) wishes to lease the fire truck and hose reel trailer for the purposes of refurbishing and placing on display for the public to enjoy; and

**WHEREAS**, the lease agreement allows SPCHS to possess the antique fire engine, as well as perform restoration and maintenance during the term of the Agreement at no charge; and

**WHEREAS**, the Town is proposing a five-year lease agreement with the South Pierce County Historical Society that may be extended for four additional five-year terms, unless extended; now, therefore

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Mayor is authorized to execute on behalf of the Town the Lease Agreement with South Pierce County Historical Society, as described in Exhibit A.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 9<sup>th</sup> day of March 2026.

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Emily McFadden, Mayor

ATTEST:

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Miranda Doll, Town Clerk

## LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by and between the Town of Eatonville, a Washington municipal corporation (hereinafter "Town"), and South Pierce County Historical Society (hereinafter referred to as "SPCHS"). Together, Town and SPCHS shall be collectively referred to as the "Parties." The Parties hereby agree as follows:

- 1. LEASE OF PERSONAL PROPERTY.** Town, in consideration of the public benefit derived from this lease arrangement, hereby leases to SPCHS an antique fire engine and hose reel trailer, vintage approximately 1925.
- 2. TERM/RENEWAL.** The initial lease term will be for five (5) years beginning at the date this agreement is signed by both parties in 2026, terminating five years after the date of signing in 2031 ("Term"), unless extended. The lease may be extended for four (4) additional five-year terms with the agreement of the Parties at the anniversary date.

This Lease may be terminated by either party upon ninety (90) days' advance written notice of termination.

- 3. LEASE PAYMENTS.** There shall be no monetary charge for this Lease based on the consideration set forth in this Section.

The lease rate is predicated on the basis that SPCHS is a nonprofit organization that will restore the leased equipment and display it as a Town of Eatonville historical artifact, therefore, there is consideration and a public benefit derived from this arrangement. While the exact value of the leased property is unknown, what is known is that the equipment will require substantial restoration. The Town is unable to invest the necessary funds to restore said equipment, but SPCHS shall restore the fire engine and hose reel trailer, and display the leased property in a covered area in Eatonville within a reasonable period of time to avoid further degradation.

- 4. POSSESSION.** SPCHS and the Town shall cooperate to determine the best means to move the engine and trailer from their current location to the location SPCHS has identified in Eatonville as soon as practicable after the lease agreement is signed by both parties. SPCHS agrees that the leased property must be stored in a covered area at a minimum to protect it from weathering and further degradation.
- 5. EXCLUSIVITY/USE.** Town hereby gives the SPCHS the right to use the equipment for display and public education purposes within the Town of Eatonville.

SPCHS acknowledges that in exchange for the public benefit of historical education to Town citizens, the Town is not charging rent in consideration of the public display of the leased equipment and for the public service SPCHS provides.

- 6. INSURANCE.**

SPCHS shall insure the leased equipment if/when equipment is to be driven/operated in a

public setting such as a parade. in such an event, The Town shall be named as an additional insured under the insurance policy, and a certificate of insurance shall be provided to the Town.

**7. MAINTENANCE.**

SPCHS shall restore and maintain the leased equipment within a reasonable period of time as funding allows.

**8. DEFENSE/INDEMNIFICATION.** SPCHS shall defend, indemnify and save harmless the Town, its officers, employees and agents from any and all costs, claims, judgments, or awards or damages, arising out of the use of the equipment by the SPCHS or its agents, employees, or invitees.

**9. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by U.S. mail, postage prepaid, addressed as follows:

**Town of Eatonville**  
Attention: Mayor or Town Administrator  
P.O. Box 309  
Eatonville, Washington 98328

**South Pierce County Historical Society**  
PO Box 832  
Eatonville, WA 98328

Such addresses maybe changed from time to time by any Party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after being postmarked. Either Party may consent to electronic notice, by first providing written notice under the provisions of this section.

**10. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Washington. Any civil action to enforce the provisions of this Lease shall be litigated in the Pierce County Superior Court.

**11. ENTIRE AGREEMENT.** This Lease Agreement contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment, pursuant to authority vested by the appropriate governing body.

**12. SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13. WAIVER.** The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**14. EFFECTIVE DATE.** The Effective of this Lease shall be the date the SPCHS representative has signed this Lease.

**Town of Eatonville**, a Washington non-profit corporation:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Emily McFadden  
Title: Mayor of Eatonville

**South Pierce County Historical Society**, a Washington Nonprofit:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name:  
Title: SPCHS Board Chair