

3/30/89
CJL:tg

INTRODUCED BY LOIS NORTH
PROPOSED NO. 89 - 383

ORDINANCE NO. 8990

AN ORDINANCE permitting King County
to enter into a five year lease agreement
for the department of youth services for
office space.

PREAMBLE:

In accordance with the provision of K.C.C. 4.04.040, the King County Council may adopt an ordinance permitting the County to enter into contracts requiring the payment of funds from the appropriation of subsequent fiscal years. It is proposed to enter into a five year lease agreement for the operation of a King County department of youth services Renton office. It has been determined that the lease terms are favorable to and in the best interests of the people of King County.

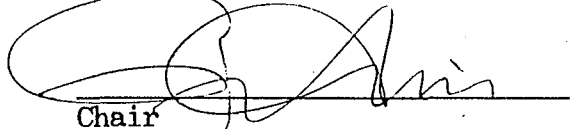
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to execute a five-year lease agreement for 1,643 square feet of rentable space with improvements located at 451 S.W. 10th Avenue, Renton, Washington, according to the plat thereof recorded in the records of King County, Washington. An amount not to exceed \$93,651. will be paid to Security Pacific Bank Washington as rental for the aforementioned space, which is required by King County department of youth services. No other rents or payments will be tendered during the five-year term of the lease.

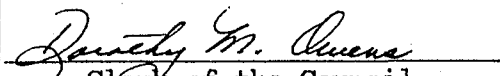
INTRODUCED AND READ for the first time this 22nd day of May, 1989.

PASSED this 30th day of May, 1989.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 9th day of June, 1989.


King County Executive

LEASE AGREEMENT

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THIS LEASE AGREEMENT is dated March 17, 19 89, between Security Pacific Bank Washington, WA, Trustee for C.D. Martin ("Landlord") and King County, WA ("Tenant"). The parties agree:

1. LEASE DATA AND EXHIBITS

1.1 Leased Premises. The leased premises ("the Premises"), consist of Suite Number 102 on the 1st floor as outlined on the floor plan attached hereto as Exhibit A, of the building known as the Earlington Plaza Office Building ("the Building"), and situated on real property as more particularly described on Exhibit B hereof ("the Land").

1.2 Floor Areas. The Agreed Floor Area of the Premises is 1643 square feet, and the Agreed Floor Area of the total Building is 20,558 square feet.

1.3 Lease Term. The lease term shall be 5 years, commencing on June 1, 1989 and expiring at midnight on May 31, 1994, or an earlier or later date provided in Section 3.

1.4 Rent. The Tenant covenants and agrees to pay Landlord as rent Ninety Three Thousand Six Hundred Fifty-One and No Dollars (\$ 93,651.00), to be paid in equal monthly installments of One Thousand Six Hundred Forty-Three and No/100 dollars (\$ 1,643.00), in advance, on the 1st day of September 1989 until the total rent obligation is paid in full. The rent may be modified and adjusted under the provisions of Sections 6, 7, 8, and 9. Rent for any fractional calendar month at the beginning or end of the term shall be the pro rata portion of the monthly rent. Occupancy will be granted upon completion of construction scheduled for June 1, 1989, with no rental due for June, July & August, 1989.

1.5 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of None -0- and -0- /100 Dollars (\$ None).

Said sum shall be held by Landlord as a Security Deposit for the full and faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any of the terms, covenants, and conditions of this Lease, including but not limited to the payment of Rent and any of the monetary sums due herewith, Landlord may use, apply or retain all or any part of the Security Deposit to payment of any sum in default or any other sum which Landlord may be required to spend or incur by reason of Tenant's default or any other sum which Landlord may in its reasonable discretion deem necessary to spend or incur by reason of Tenant's default. If any portion of said Deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount; Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall have fully complied with all of the terms, covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be repaid to Tenant within thirty (30) days after the expiration or sooner termination of this Lease and after Tenant has vacated the Premises. In the event of Tenant's default, Landlord's right to retain the Security Deposit shall be deemed to be in addition to any and all other rights and remedies at law or in equity available to Landlord for Tenant's default under this Lease.

1.6 Use. The Tenant will not use the leased premises for any purpose except as a business office.

2. PREMISES

Landlord does hereby lease the Premises to Tenant, and Tenant does lease the Premises from Landlord, upon the terms and conditions set forth herein.

3. TERM

The lease term shall be for the period stated in subsection 1.3 hereof. The lease term shall commence on the commencement date specified in subsection 1.3, if any, or on such earlier or later date as may be specified by written notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for occupancy and specifying the commencement date, which shall not be less than thirty (30) days following the date of notice. If Tenant shall occupy the Premises for permitted uses before the date specified in subsection 1.3 of this Lease, then the commencement date shall be the date of such occupancy. Neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant.

4. RENT

Tenant covenants and agrees to pay to Landlord, at the address stated in Section 31 below, the monthly rental stated in subsection 1.4 hereof without demand, deduction or offset, payable in lawful money of the United States in advance on or before the day specified in subsection 1.4 to Landlord. Rental for any partial month at the beginning or end of the Lease term shall be prorated.

5. USES

Tenant shall use the Premises for a business office only. No act shall be done in or about the Premises that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not, without the written consent of Landlord, use or permit any substantial noise, odor, or vibration, or any increase in the normal use of electric power. If any of the Tenant's office machines and equipment should disturb the quiet enjoyment of any other tenant in the Building, then Tenant shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance.

6. SERVICES AND UTILITIES

6.1 ~~As long as Tenant is not in default under any of the provisions of this Lease,~~ Landlord shall provide commercial janitorial service for the entire Building, including the Premises leased to Tenant herein, the exterior of the Building, and the public and common areas of the Building, such as lobbies, stairs, corridors and restrooms. Landlord shall not be responsible for any losses or damages incurred by Tenant due to the conduct of the Janitorial services or its employees. Tenant shall notify Landlord of any and all janitorial work omitted, neglected, or performed in an unsatisfactory manner. No janitorial service shall be required on Saturdays, Sundays or holidays. During all normal business hours, and for a reasonable time before and after all normal business hours, and during a reasonable time on weekends, Landlord shall furnish the Premises with water and with electricity for lighting and operation of low power usage office machines. Heating and air conditioning will be provided during Building hours on business days, Monday through Friday. Landlord shall also provide light replacement service for Landlord-furnished light, toilet room supplies and window washing at reasonable intervals. Landlord shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption, or failure of services due to any cause, or from failure to make any repairs or perform any maintenance. In the event of interruption or failure, however, Landlord shall use reasonable diligence to restore service. No temporary interruption or failure of services incident to the making of repairs, alterations, or improvements, or due to accident or strike or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations.

6.2 Before installing or using any equipment in the Premises that generates more than a minimum amount of heat, or is of a nature other than standard business office equipment, or requires above average power consumption, or requires alteration of the Premises, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such per-

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mission if the amount of heat generated would place an above-average burden on the air conditioning system, electrical system, or building structural system for the Building, unless Tenant shall agree to pay, at Landlord's election, the costs of Landlord associated with the equipment covered under this subsection, as reasonably determined by Landlord.

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6.3 If Tenant uses any equipment in the Premises requiring above-average power usage (including but not limited to computers and data processing equipment and nonstandard business office equipment), Tenant shall in advance, on the first day of each month during the Lease term, pay Landlord as additional rent the reasonable amount estimated by Landlord as the cost of furnishing electricity for the operation of such equipment. The monthly rent stated in subsection 1.4 does not include any amount to cover the cost of furnishing electricity for such purposes unless so stated therein and shall be a cost in addition to the rent adjustments in Section 7. Landlord shall not be required to sign any documents with respect to installation of equipment under this subsection.

6.4 Tenant shall pay before delinquency all taxes payable with respect to all property of Tenant located on the Premises or the Building and shall provide promptly upon request of Landlord written proof of such payment.

7. TAX ON RENTALS

If any governmental authority shall in any manner levy a tax on rentals payable under this Lease or rentals accruing from use of property, or such a tax in any form against Landlord measured by income derived from the leasing or rental of the Building, such tax shall be paid by Tenant either directly or through Landlord; provided, however, that Tenant shall not be liable to pay any income tax imposed on Landlord arising out of the receipt of rent.

8. IMPROVEMENTS

All standard or special Tenant improvements listed on any attachment hereto, or paid for by Landlord, shall at all times be the property of Landlord. Subject to Section 28, upon the expiration of sooner termination of this Lease, all improvements and additions to the Premises made by Tenant shall become the property of Landlord, unless otherwise provided for herein.

9. ALTERATIONS AND CARE OF THE PREMISES

9.1 Tenant shall at its sole expense repair and maintain all of its personal property on the premises.

9.2 Tenant shall take good care of the premises and shall at the expiration or sooner termination of this Lease surrender and deliver the premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear and damage by fire or other casualty excepted.

9.3 Tenant shall not make any alterations, additions or improvements in or to the Premises, or make changes to locks on doors, or add, disturb or in any way change any floor covering, wall covering, fixtures, plumbing or wiring without first obtaining the written consent of Landlord and, where appropriate, in accordance with plans and specifications approved by Landlord. If such consent by Landlord is given, the work in such connection shall be at Tenant's expense and shall be performed by workmen and contractors approved by Landlord, and in a manner and upon terms and conditions and at such times satisfactory to and approved in advance in writing by Landlord. Such consent shall be conditioned upon Tenant's contractors, workmen or suppliers working in harmony with and not interfering with workmen or contractors of Landlord or of another tenant. If Tenant's contractors, workmen or suppliers do, in the opinion of Landlord, cause such disharmony or interference, Landlord's consent to such work may be withdrawn upon written notice to Tenant. Any alterations, additions or improvements covered under this paragraph are made at the option of the Tenant and not at the request of the Landlord.

9.4 All damage or injury done to the Premises by Tenant or by any persons who may be in or upon the Premises with the consent of Tenant, including the cracking or breaking of glass of any windows and doors, shall be paid for by Tenant and Tenant shall pay for all damage to the Building and any appurtenances thereto caused by Tenant or Tenant's agents, invitees, licensees, or employees. Tenant shall not put any curtains, draperies or other hangings on or beside the windows in the Premises without first obtaining Landlord's consent. All normal repairs necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of Landlord and at Landlord's expense except as otherwise provided herein. Tenant shall promptly notify Landlord of any damage to the Premises requiring repair. Landlord shall be the sole judge as to what repairs are necessary, and such judgment shall be exercised by Landlord in a reasonable manner.

10. ACCEPTANCE OF PREMISES

If this Lease shall be entered into prior to the completion of construction of the Tenant improvements in the Premises to be occupied by Tenant, the acceptance of the Premises shall be deferred until five (5) days after Tenant's receipt of a written notice by Landlord to Tenant of the completion of such construction. Tenant shall within five (5) days after receipt of such notice make such inspection of the Premises as Tenant deems appropriate, and, except as otherwise notified by Tenant in writing to Landlord within such period, Tenant shall be deemed to have accepted the Premises in their then condition. If, as a result of such inspection, Tenant discovers minor deviations or variations from the plans and specifications for Tenant's improvements of a nature commonly found on a "punch list" (as that term is used in the construction industry), Landlord shall promptly correct such deviations and variations upon receipt of such notice from tenant. The existence of such punch list items shall not postpone commencement date of this Lease.

11. SPECIAL IMPROVEMENTS

Tenant shall reimburse Landlord for Landlord's cost of making all special improvements requested by Tenant, including but not limited to counters, partitioning, electrical and telephone outlets and plumbing connections other than as described on any attachment hereto as being furnished by Landlord. Tenant shall pay Landlord for the cost of any such special improvements made, within ten (10) days of receipt of a written request therefore by Landlord to Tenant.

12. ENTRY BY LANDLORD

Landlord reserves, and shall at any and all times have, the right to inspect the Premises, to submit the same to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises, without liability to Tenant except for any failure to execute due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof.

13. DAMAGE OR DESTRUCTION

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13.1 In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to repair same within a reasonable time, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

13.2 In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, the Landlord shall within a reasonable time repair the same, provided if the extent of destruction be less than ten percent (10%) or more of the full replacement cost then Landlord shall have the option: (i) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this Article provided, or (ii) give notice to Tenant at any time within sixty (60) days after damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said termination.

13.3 Landlord shall not be required to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

14. WAIVER OF SUBROGATION

14.1 Whether the loss or damage is due to the negligence of either Landlord or Tenant, their agents or employees, or any other cause, Tenant does herewith and hereby release and relieve Landlord and any other tenant, their agents or employees, from responsibility for, and waives its entire claim of recovery for (i) any loss or damage to the real or personal property of either Landlord or Tenant located anywhere in the Building, including the Building itself, arising out of or incident to the occurrence of any of the perils which may be covered by their respective fire insurance policies, with extended coverage endorsements, or (ii) loss resulting from business interruption at the Premises or loss of rental income from the Building, arising out of or incident to the occurrence of any of the perils which may be covered by the business interruption insurance policy and by the loss of rental income insurance policy held by Landlord or Tenant. Tenant shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

14.2 The waiver of subrogation provided by this Section 16 shall not serve to release and relieve any other tenant, its agents or employees, from responsibility for, nor waive any claim of recovery for any loss or damage otherwise covered by this section, unless such other tenant has similarly waived subrogation against Tenant.

15. INDEMNIFICATION

15.1 Tenant shall defend and indemnify Landlord and any property manager hired by Landlord, and save them harmless from any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Tenant or its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Premises, or arising from any breach or default under this Lease by Tenant, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises; provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting

from injuries to third parties caused by the negligence of *Landlord, or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. *other tenants, the INITIAL

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15.2 Landlord shall not be liable for any loss or damage to person or property sustained by Tenant, or other persons, which may be caused by the Building or the Premises, or any appurtenances thereto, being out of repair, or the bursting or leakage of any water, gas, sewer or stem pipe, or by theft, or by any act or neglect of any tenant or occupant of the Building, or of any other person, or by any other cause of whatsoever nature. Tenant agrees to use and occupy the Premises and other facilities of the Building at its own risk and hereby releases Landlord, its agents and employees, from all claims for any damage or injury to the fullest extent permitted by law.

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16. INSURANCE

Throughout the term of this Lease, Lessee shall, at Lessee's expense, obtain and keep in force a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership use, occupancy, or maintenance of the Premises and any and all areas appurtenant thereto. The limit of said insurance shall not, however, limit the liability of Lessee hereunder. The amounts of this insurance shall be at least \$2 million for liability and \$1 million for property damage. Insurance required hereunder shall be in companies satisfactory to Lessor. Lessee may carry this insurance under a blanket policy or through self-insurance providing, however, that this insurance by Lessee shall have a landlord's protective liability endorsement attached thereto. Lessee shall deliver to Lessor prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No policy shall be cancellable or subject to reduction of coverage except after ten (10) days' prior written notice to Lessor. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same, but at the expense of Lessee. Any amount so paid by Lessor shall be repayable by Lessee to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent.

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Lessor shall maintain during the term of the Lease, without cost or expense to Lessee, in force with insurance carriers holding a general Policyholder's Rating of "A" and a Financial Rating of "+" or better, according to Best's, the following insurance with respect to the building and its operations.

- (i) Public liability and property damage insurance with combined single limits two million dollars: and
- (ii) Fire and extended coverage insurance, with rent interruption endorsement, in amounts equal to the full insurable value of all improvements, structures and buildings located on the Premises which policies shall be issued by an insurance company licensed to do business in the state of Washington.

Provided, however, this paragraph shall not require Lessor to maintain coverage for Lessee's property or Lessee's public liability coverage.

17. ASSIGNMENT AND SUBLEASE

Tenant shall not assign or transfer this Lease or any interest therein, nor sublet any portion of the leased premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise, nor shall Tenant permit the use of the leased premises by others, without the written consent of the Landlord. Any attempted transfer without said written consent shall be void. Approval of any transfer shall not constitute a consent to any further transfer. Notwithstanding any transfer, Tenant shall remain liable to perform Tenant's obligations under this Lease. Tenant shall not vacate or abandon the Premises at any time during the term of this Lease. Tenant shall pay the reasonable charges of Landlord and/or Landlord's agent incurred in reviewing each requested assignment, including legal and administrative costs. If Tenant is a corporation, any transfer of this Lease from Tenant by merger, consolidation, or change in the ownership or power to vote the majority of the outstanding voting stock of Tenant shall constitute an assignment for the purpose of this Section. Subject to the provisions above, this Lease shall be binding upon and inure to the benefit of the parties, and their heirs, successors and assigns.

18. ADVERTISING

Tenant shall not inscribe any inscription, or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere in the corridor or outside the Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Premises or the Building caused thereby.

19. AUCTIONS

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises, whether said auction be voluntary or involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

20. LIENS AND INSOLVENCY

Tenant shall keep the Premises and the building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

21. WASTE

Tenant covenants not to commit or suffer any strip or waste of the Premises.

22. TIME ESSENCE

Time is of the essence of this agreement.

23. DEFAULT

23.1 Cancellation and Termination. Anything to the contrary notwithstanding, if:

23.1.1 Tenant shall fail to pay to Landlord any installment of the regular monthly rent, or any additional rent, or other fees or charges as and when the same are required to be paid hereunder, and such default shall continue for a period of ten (10) days after written notice; or

23.1.2 If Tenant shall default in the performance of any other terms, covenants or conditions of this Lease and such default shall continue for a period of thirty (30) days after written notice (except if Tenant shall, within said period time, commence to promptly and continuously remedy such default); or

23.1.3 If Tenant shall become bankrupt or insolvent, or if any debtor proceedings are initiated against Tenant or if Tenant files or if there is filed against Tenant in any court pursuant to any statute within the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property; or

23.1.4 If any execution of attachment shall be issued against Tenant or any of Tenant's property whereby the Premises shall be taken or occupied by someone other than Tenant;

Then Landlord shall have the following cumulative rights:

(a) Landlord shall have the right at Landlord's option to terminate this Lease and the term hereof, as well as all the right, title and

interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect, save as to Tenant's liability, as if the date fixed by the notice was the expiration of the term herein originally granted; and Tenant shall immediately quit and surrender to Landlord the Premises and each and every part thereof, and Landlord may enter into or repossess the Premises, either by necessary and reasonable force, summary proceedings or otherwise. The right granted to Landlord in this Section or any other Section of this Lease to terminate this Lease shall apply to any extension of the term hereby granted, and the exercise of any such right by Landlord during the term hereby granted shall terminate any extension of the term hereby granted and any right on the part of Tenant thereto; and

(b) At Landlord's option, all amounts owed by Tenant under this Lease shall be accelerated, and shall be immediately due and payable in full; and

(c) Tenant shall pay in lump sum to Landlord all damages, attorneys' fees and costs incurred by the Landlord upon such occasion, including (i) the expense or cost of retaking, repossessing, restoring, repairing and/or altering the Premises, and the expense of removing all persons and property therefrom, including Tenant's fixtures and improvements, and (ii) any cost or expense incurred in securing or attempting to secure any new leases or tenants.

23.2 Re-Entry. In connection with Landlord's rights under this Section, Landlord may re-enter the Premises, using such force for that purpose as may be reasonable and necessary without being liable to any prosecution for said re-entry or the use of such force; and Landlord may retain, repair or alter the Premises and Tenant's building and improvements thereon in such manner as to Landlord may seem reasonably necessary or advisable, and/or let or relet the same in such manner as to Landlord may seem reasonably necessary or advisable, and/or let or relet the Premises or any or all parts thereof for the whole or any part of a term equivalent to the remainder of the original term hereof or for a longer period. Any entry or re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder. The parties acknowledge that Landlord's efforts to re-rent the Premises as herein described may be effected by noncompetitive clauses in other leases so that the reasonableness of Landlord's efforts and the results obtained shall be considered in view of these restrictions as are entered into by Landlord from time to time.

23.3 Survival. The liability and promise to pay of Tenant herein shall survive the issuance of any writ of restitution or judgment of unlawful detainer or other termination of this Lease based upon the default of Tenant.

~~23.4 Landlord's Lien. If Tenant shall default in his covenant to pay the monthly rent provided for herein, including the additional rent Landlord shall have a lien for such sums upon the fixtures and personal property of Tenant located upon the Premises, and Landlord may enter the Premises and take possession of said fixtures and personal property and sell the same at public or private sale with or without notice to Tenant, and apply the proceeds thereof after deducting the expenses of said sale upon the monies due to Landlord. Any public sale shall be held by a sheriff at a courthouse door, after written notice of such sale giving the time and place thereof has been posted for ten (10) consecutive days prior to the date of sale in three (3) public places in the county where such sale is held.~~

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23.5 Delinquent Rent. Delinquent rent shall bear interest beginning the 10th day after it is due at the rate of five (5) points over the prime rate as announced by Rainier National Bank. Delinquent rent shall be defined as any amount due to Landlord under this Lease, including but not limited to amounts due under Section 1.4, 6, 7, 8, 13, 18 and 25, and any payment the check for which is returned to Landlord marked NSF.

24. REMOVAL OF PROPERTY

24.1 Subject to Section 10 hereof, upon expiration or sooner termination of this Lease, Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment, provided; 9a) such removal is made on or prior to the termination or expiration of this lease, (b) Tenant is not in default of any provision of this Lease at the time of such removal, and (c) Tenant immediately repairs all damage caused by or resulting from such removal. All other property in the Premises and any alterations or additions thereto (including, without limitation, wall-to-wall carpeting, paneling, wall covering, or lighting fixtures and apparatus) and any other article affixed to the floor, wall or ceiling of the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises, Tenant hereby waiving all rights to any payment or compensation therefor. If, however, Landlord so requests in writing, Tenant will, prior to termination of this Lease, remove such alterations, additions, fixtures, equipment and property placed or installed by it in the Premises as requested by Landlord, and will immediately repair any damage caused by or resulting from such removal, to the condition of the Premises prevailing upon commencement of this Lease, reasonable wear and tear excepted.

24.2 If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Building at the termination of this Lease or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale (and Landlord may become a purchaser at such a sale), in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sale: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

25. NON-WAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, including any rent properly due and owing, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

26. SURRENDER OF POSSESSION

Upon expiration or termination of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

27. HOLDOVER

If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the term of this Lease, Tenant shall be deemed to be occupying the Premises as a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Tenant agrees to pay to Landlord twice the rate of rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

28. CONDEMNATION

If all of the Premises, or such portions of the Building as may be required for the reasonable use of the Premises, are taken by eminent

domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Premises and all rentals shall be paid to that date. In case of taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the Floor Area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not as part of the damages recoverable by Landlord.

29. NOTICES

Any notice required to be served in accordance with the terms of this Lease shall be in writing and served either personally or sent by United States mail, postage prepaid, addressed as follows:

To Landlord: Security Pacific Bank Washington, NA
Trust Real Estate N03-5 Attn: R.P. Megenity
P.O. Box C34029
Seattle, WA 98124

To Tenant: King County, Real Property Division
500 A Admin. Building
500 Fourth Avenue, Seattle, WA 98104

or to such other address as may be designated in writing hereafter.

30. COSTS AND ATTORNEYS' FEES

30.1 In the event of litigation between Landlord and Tenant and/or the mortgagee of the Landlord, or their successors or assigns, with respect to rights or obligations provided by or arising from this Lease, the non-prevailing party agrees to pay to the party who prevails, as reimbursement for the prevailing party's attorneys' fees and other costs and expenses of litigation, including any appellate proceedings, a sum fixed by the court which the court shall deem reasonable and just under the circumstances. The amount of such required reimbursement shall be included in the judgment for the prevailing party. The court shall determine in any such litigation which party is the prevailing party.

30.2 Tenant further covenants and agrees that in case the Landlord shall be made party to any litigation commenced against the Tenant, then the Tenant shall pay all expenses, costs and reasonable attorneys' fees incurred by or imposed on the Landlord in connection with such litigation, including any appellate proceedings, and such expenses, costs and attorneys' fees as referred to herein shall be so much additional rent due after service of notice of such payment or payments, together with interest at twelve percent (12%) per annum from the date of payment by Landlord, and shall be collected as any other rent specified herein, unless Landlord shall be so made a party by reason of any independent liability of such Landlord and not resulting from any act or omission on the part of the Tenant.

31. LANDLORD'S LIABILITY

~~Anything in this Lease to the contrary notwithstanding, covenants, undertakings, and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Landlord personally or the overall assets of Landlord, but are made and intended for the purpose of binding only the Landlord's interest in the Premises and Building. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord's associates and their respective heirs, legal representatives, successors, and assigns on account of the Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained.~~

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32. LANDLORD'S CONSENT

Whenever Landlord's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

33. SUBORDINATION

This Lease is subject to and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the Premises or the Building or Land of which the Premises are a part. Tenant will, upon demand by Landlord, execute such instruments as may be required at any time, and from time to time, to subordinate the rights and interest of the Tenant under this Lease to the lien of any mortgage or Trust Deed at any time placed on the Building or Land of which the leased Premises are a part; provided, however, that such subordination shall not affect Tenant's right to possession, use and occupancy of the leased Premises so long as Tenant shall not be in default under any of the terms and conditions of this Lease. Tenant further agrees:

a) That any such subordination agreement will contain a provision satisfactory to Landlord's financing lender whereby Tenant will agree, in the event of foreclosure of any such mortgage or Trust Deed, to attorn to and recognize as it Landlord under the terms of this Lease said Lender or any purchaser of the leased property at a foreclosure sale or their heirs, successors or assigns; and

b) That it will execute and deliver to such lender an estoppel certificate in form satisfactory to such lender.

34. ESTOPPEL CERTIFICATES

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Tenant shall, from time to time, within ten-(10)-days of written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a true written statement stating: The date this Lease was executed and the date it expires; the date Tenant entered into occupancy of the Premises; the amount of minimum monthly rental and the date to which such rental has been paid; and certifying: That this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of the agreement between the parties as to this leasing; that all conditions under this Lease to be performed by the Landlord have been satisfied, including but without limitation, that all required contributions by Landlord to Tenant on account of Tenant's improvements have been received; that on this date there are no existing defenses or offsets which the Tenant has against the enforcement of this Lease by the Landlord; that no rental has been paid in advance; and that no security has been deposited with Landlord (or, if so, the amount thereof). It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or a mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Building. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee and that this Lease is in full force and effect, that there are no uncured defaults in Landlord's performance, that the

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security deposit is as stated in this Lease, and that not more than one month's rental has been paid in advance.

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35. TRANSFER OF LANDLORD'S INTEREST

This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest; in the Premises or in the Building, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, and Tenant agrees to attorn to the transferee.

36. RIGHT TO PERFORM

If Tenant shall fail to pay any sum of money, other than the rent, required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of rent.

37. RECORDING OF SHORT FORM LEASE

Neither party shall record this Lease. However, upon request of either party hereto, Tenant shall, at its own expense, cause a short form of this Lease to be recorded with the County Auditor of the county where the Premises are located. The short form lease, executed by the parties hereto, shall contain a description for the Premises, provisions relating to the term of the Lease, and a reference to this Lease.

38. PARKING

Tenant acknowledges and understands that parking space facilities in the Building include both covered and uncovered parking spaces, and further understands and agrees that Landlord may assign or rent the covered parking spaces to tenants or others utilizing the building from time to time on a "reserved" basis and on such other terms and conditions as may be determined by Landlord. The uncovered parking spaces will be made available without charge to Tenant and other tenants using or visiting the Building on a "first come, first serve" basis or on such other terms and conditions as may be determined by Landlord. The driveways, walkways, parking lots and parking spaces, both covered and uncovered, shall be subject to such rules and regulations as may be issued from time to time by Landlord, and Tenant agrees to comply therewith and take reasonable steps to cause its employees, agents, customers and invitees to comply therewith.

39. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

40. PLATS AND RIDERS

Clauses, plats, riders, and addendums, if any, affixed to this Lease are a part hereof.

41. AMENDMENTS IN WRITING

This Lease, including the exhibits and riders, if any, attached hereto and forming a part hereof are all of the covenants, promises,

agreements, conditions and understandings, either oral or written, between the parties. No subsequent alteration, change or amendment to this Lease shall be binding upon the parties unless reduced to writing and signed by them.

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42. PARTIAL INVALIDITY

In the event that any provision of this Lease or any word, phrase, clause, sentence, or other portion thereof shall be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner to make this Lease, as modified, legal and enforceable to the fullest extent permitted by law. The validity and enforceability of the remaining provisions or portions hereof shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

43. SUCCESSORS AND ASSIGNS

The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

44. AUTHORITY OF PARTIES -- CORPORATE AUTHORITY

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation, a copy of which is attached hereto, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

45. GENERAL

45.1 Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereto.

45.2 Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

45.3 Choice of Law. This Lease shall be governed by the laws of the State of Washington.

45.4 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

45.5 Inability to Perform. This Lease and the respective obligations of the Tenant and/or Landlord hereunder shall not be affected or impaired because the Landlord or Tenant is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, act of God, or any other cause beyond the reasonable control of such party.

45.6 The following exhibits or riders are made a part of this Lease:

Rider Page 1 & 2 Sec. 46-49
Exhibit A: Floor Plan of Premises
Exhibit B: Legal Description
Exhibit C: Rules and Regulations

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD: Security Pacific Bank Washington, NA,
as Trustee for C.D. Martin

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

TENANT: KING COUNTY, Washington

By _____
Name: _____
Title: King County Executive

By Dennis Syner
Name: _____
Title: Youth Services

Approved as to Form - King County
By M. Kaseburg
Name: _____
Title: Deputy P.A.

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 19____.

NOTARY PUBLIC in and for the State of Washington, residing at _____

STATE OF WASHINGTON)
COUNTY OF KING)

On this _____ day of _____, 19____, before me personally appeared _____ and _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

NOTARY PUBLIC in and for the State of Washington, residing at _____

RIDERS TO LEASE AGREEMENT dated March 17, 1989 by and between Security Pacific Bank, Washington Trustee as Landlord and King County Washington, as Tenant for occupancy in Earlington Plaza Office Building at 451 - 10th, Renton, WA.

46. TENANT IMPROVEMENTS

At Landlord's expense, Tenant improvements as described on EXHIBIT "A", Floor Plan of Premises, will be constructed, and completed prior to occupancy.

47. SERVICES AND UTILITIES COSTS To reflect increases or decreases in Landlord's total building operating costs, the rent provided in Article 1.4 of this lease shall be adjusted annually. The adjustment shall be made as follows:

47.1 Definitions as Used Herein

BASE YEAR: Lease year during which this lease commences.

LEASE YEAR: Calendar year commencing January 1 and ending December 31.

OPERATING COSTS: All expenses paid or incurred by Landlord for maintaining, operating and repairing the Building, the Land, and the personal property used in conjunction therewith, including but not limited to all expenses paid or incurred by Landlord for electricity, water, gas, sewers, refuse collection, telephone charges not chargeable to tenants and similar utilities service; the cost of supplies, janitorial and cleaning services, window washing, insurance, cost of services of independent contractors, the cost of compensation (including employment taxes and fringe benefits) of all persons who perform duties in connection with such Operating Costs and any other expense or charge (except Property Taxes) which in accordance with generally accepted accounting and management principles would be considered an expense of maintaining, operating or repairing the Building.

ACTUAL COSTS: The actual expenses paid or incurred by Landlord for Operating Costs during any Lease Year of the term thereof.

ACTUAL APPLICABLE COSTS TO THE PREMISES: The same proportion of the Actual Direct Costs as Floor Area of the Premises bears to the Floor Area of the Building, as set forth in Section 1.2.

ESTIMATED COSTS APPLICABLE TO THE PREMISES: Owner's estimate of Actual Direct Costs Applicable to the Premises for the following Lease Year to be given by Landlord to Tenant pursuant to Section

BASE AMOUNT: The Actual Costs Applicable to the Premises for the Base year.

47.2 Rental Adjustment for Estimated Costs.

Within 60 days of the commencement of each Lease Year (except the Base Year) during the term hereof, Landlord shall furnish Tenant a written statement of the Estimated Costs Applicable to the Premises for such Lease Year, and a calculation of rental adjustment as follows: One-twelfth (1/12) of the amount, if any, by which the Estimated Costs Applicable to the Premises exceeds or is less than the Base amount shall be added to, or deducted from, as the case may be, the monthly rental payable by Tenant under this Lease for each month during such Lease Year.

47.3 Actual Costs.

Within 90 days after the close of each Lease Year during the term hereof, Landlord shall deliver to Tenant a written statement setting for the the Actual Costs Applicable to the Premises during the preceding Lease Year. If such costs for any Lease Year exceed the Estimated Costs Applicable to the Premises paid by Tenant to Landlord pursuant to Section 47.2 for such Lease Year, Tenant shall pay the amount of such excess to Landlord as additional rental within 30 days after receipt of such statement by Tenant. If such statement shows such costs to be less than the amount paid by Tenant to Landlord pursuant to Section 47.2, then the amount of such overpayment shall be paid by Landlord to Tenant within 30 days following the date of such statement.

47.4 Determination.

The determination of Cost Applicable to the Premises and Estimated Costs Applicable to the Premises shall be made by Landlord. Any increase in rental pursuant to this Section shall be additional rent payable by Tenant hereunder and in the event of nonpayment thereof, Landlord shall have similar rights with respect to such nonpayment as it has with respect to any other nonpayment of rent hereunder.

47.5 End of Term.

If this Lease shall terminate on a day other than the last day of a Lease Year, the amount of any adjustment between Estimated and Actual Costs Applicable to the Premises with respect to the Lease Year in which such termination occurs shall be prorated on the basis which the number of days from the commencement of such Lease Year to and including such termination date bears to 365; and any amount payable by Landlord to Tenant or Tenant to Landlord with respect to such adjustment shall be payable within 30 days after delivery of the statement of Costs Applicable to the Premises with respect to such Lease Year.

** SEE BELOW**

48. PROPERTY TAXES.

"Property Taxes" shall mean all real property taxes and personal property taxes, charges, and assessment levied with respect to the Land, the Building, and any improvements, fixtures and equipment, and all other property of Landlord, real or personal, located in or on the Building and used in connection with the operation of the Building. If the amount of Property Taxes on the Land and the Building payable in a calendar year during the lease term exceeds the amount of such taxes payable in the calendar year the lease term commenced (or, if a real property tax assessment of the Land and Building on a substantially completed basis has not been made for such year, then the first calendar year with respect to which such assessment shall be made), then Landlord shall notify Tenant in writing and Tenant shall within 10 days of receipt of such notice reimburse Landlord for Tenant's proportionate share of such excess. Said share shall be an amount that bears the same ratio to such excess that the Agreed Floor Area of the Premises bears to the Agreed Floor Area of the Building as stated in paragraph 1.2 hereof. Commencing on and retroactive to January 1 of each such calendar year, one-twelfth (1/12) of the amount so determined shall be paid by Tenant to Landlord as additional rent on the first day of each month during the ensuing one-year period (or for the balance of the lease term if it is then less than one year.)

49. TAX ON RENTALS.

If any governmental authority shall in any manner levy a tax on rentals payable under this Lease or rentals accruing from use of property, or such a tax in any form against Landlord measured by income derived from the leasing or rental of the Building, such tax shall be paid by Tenant either directly or through Landlord; provided however, that Tenant shall not be liable to pay any net income tax imposed on Landlord.

**47.6 Annual Cap In no event shall the rental adjustment provided herein exceed 10% in any one year.

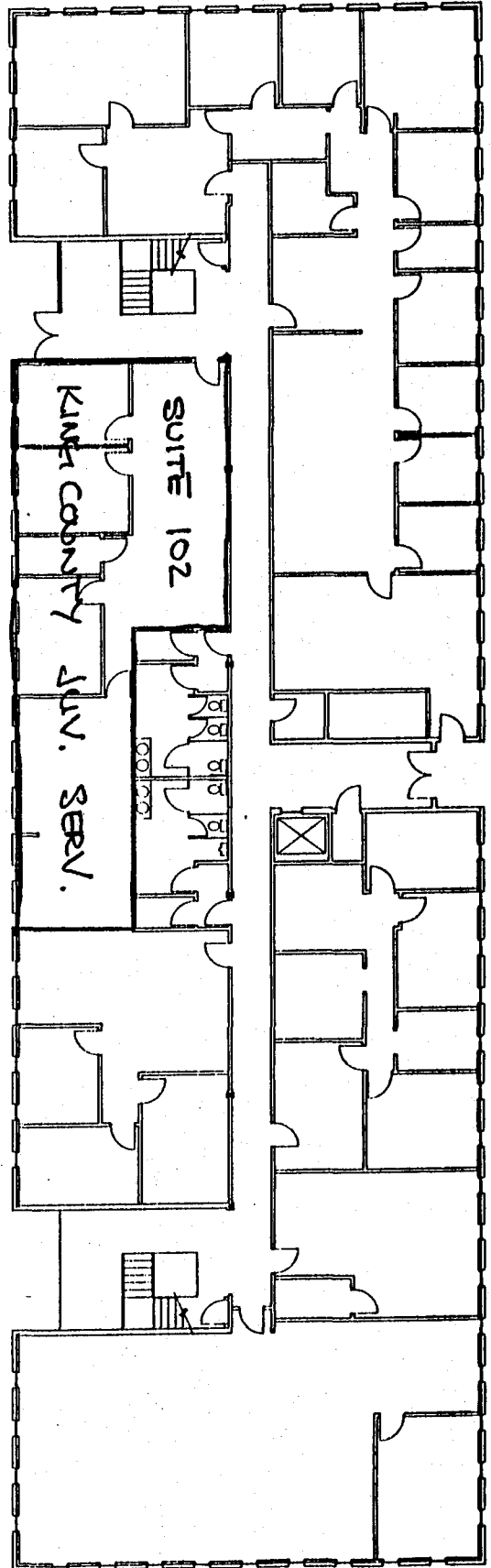
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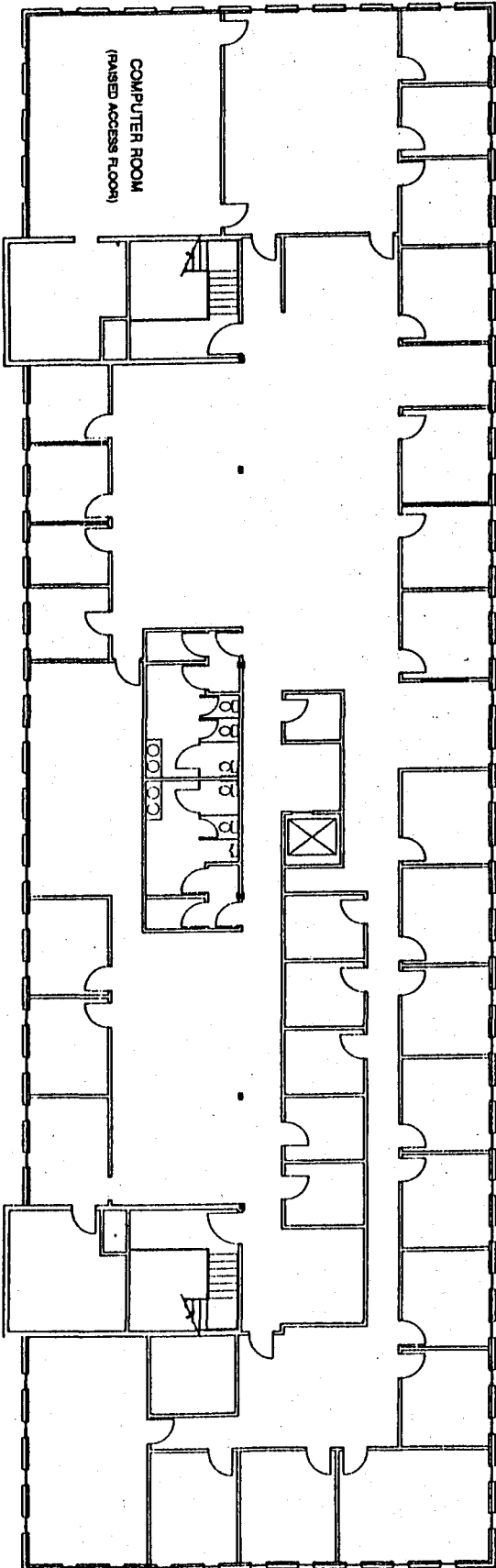
EXHIBIT "A"

BUILDING PLAN

FIRST FLOOR PLAN



SECOND FLOOR PLAN



EARLINGTON PLAZA
Office Building
451 SW 10th
Renton, Washington

8990

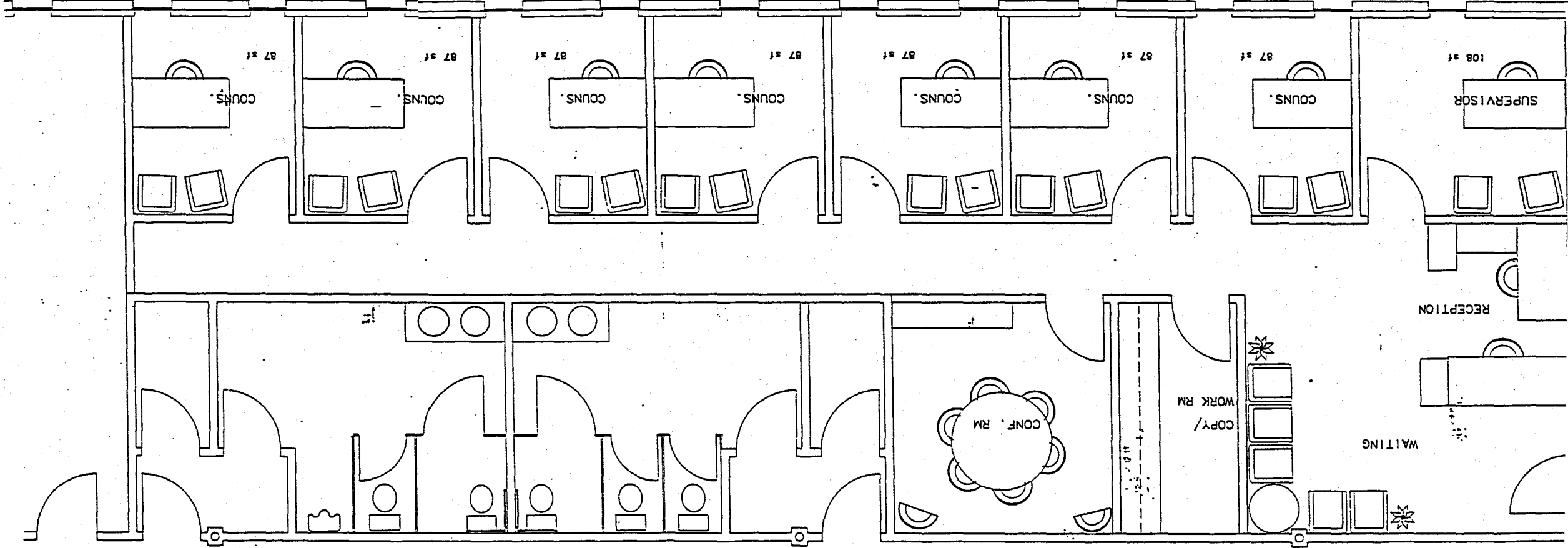
EXHIBIT A. 1

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FIRST FLOOR PLAN - SUITE LAYOUT



Legal Description for Earlington Plaza Office Bldg.
451 S.W. 10th, Renton, Wa.

PARCEL A:

THAT PORTION OF THE BURLINGTON NORTHERN INC.'S FORMER 120 FOOT WIDE RIGHT-OF-WAY IN GOVERNMENT LOT 2 AND THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LIND AVENUE, BEING 40 FEET WEST, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE THEREOF, AND THE NORTHERLY LINE OF SAID RIGHT-OF-WAY, WHICH INTERSECTION IS APPROXIMATELY 220 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GRADY WAY;

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE 400 FEET;

THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF LIND AVENUE TO SOUTHERLY LINE OF SAID RIGHT-OF-WAY;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF SAID RIGHT-OF-WAY TO SAID WEST LINE OF LIND AVENUE;

THENCE NORTHERLY ALONG SAID WEST LINE OF LIND AVENUE TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE PUGET SOUND POWER & LIGHT COMPANY RIGHT-OF-WAY (FORMERLY THE PUGET SOUND ELECTRIC RAILWAY RIGHT-OF-WAY, RENTON BRANCH) THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF SOUTHWEST GRADY WAY WITH THE WEST MARGIN OF LIND AVENUE SOUTHWEST;

THENCE SOUTHWESTERLY ALONG THE NORTH MARGIN OF SOUTHWEST GRADY WAY A DISTANCE OF 395 FEET;

THENCE NORTHWESTERLY AT RIGHT ANGLES TO SOUTHWEST GRADY WAY TO THE SOUTHERLY LINE OF THE ABANDONED BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY TO THE WEST MARGIN OF LIND AVENUE SOUTHWEST;

THENCE SOUTHERLY ALONG SAID WEST MARGIN TO THE POINT OF BEGINNING.