

6/1/89  
CJL:tg

INTRODUCED BY BILL REAMS  
PROPOSED NO. 89 - 497

ORDINANCE NO. **9155**

AN ORDINANCE permitting King County to enter into a five year lease agreement with a five-year renewal option for the department of public safety and authorizing payment for site improvements which will be performed by King County Fire District No. 27.

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 public safety eastside police substation. It has been determined that the lease terms are favorable to and in the best interests of the people of King County.

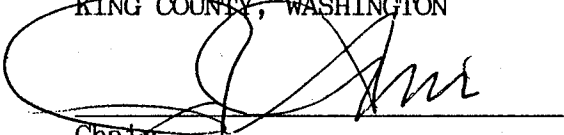
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:


SECTION 1. The King County executive is hereby authorized to execute a five-year lease agreement for 14,000 square feet of gross space with improvements located at Lots 11 & 12, Block 6, Fall City, according to the plat thereof recorded in volume 2 of Plats, page 80, records of King County, Washington. An amount not to exceed \$23,250 will be paid to King County Fire District No. 27 as reimbursement for site improvements which are required by King County department of public safety. No other rents or payments will be tendered during the five-year lease term or subsequent option periods. King County department of public safety will have an option to extend this agreement, on a no cost basis, for an additional five-year term.

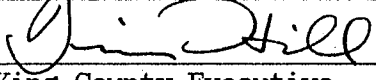
INTRODUCED AND READ for the first time this 10<sup>th</sup> day of July, 1989.

PASSED this 2nd day of October, 1989.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:   
Clerk of the Council

APPROVED this 11<sup>th</sup> day of October, 1989.  
  
King County Executive

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LEASE AGREEMENT — COMMERCIAL PREMISES  
(Short Form)

9155

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between (Names & Addresses):  
Board of Commissioners, Fire Protection Dist. No. 27 (hereinafter called Lessor),  
and  
King County, a political subdivision of the St. of Washington (hereinafter called Lessee):

WITNESSETH:

1. PREMISES: Lessor does hereby lease to Lessee, those certain premises commonly known as

See Exhibit "A"-Legal Description  
and Exhibit "A-1"-Site Plan

as shown on Exhibit B attached hereto, (hereinafter called "premises"), being situated upon land legally described in Exhibit A attached hereto.

2. TERM: The term of this Lease shall be for 5 years(60 months) commencing the \_\_\_\_\_ day of \_\_\_\_\_  
See Exhibit "B-1", and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Thereafter,  
Lessee has option of renewing lease as specified in Exhibit "B-1".

3. RENT: Lessee covenants and agrees to pay Lessor, at Lessor's address, \_\_\_\_\_  
4301 334th Pl. S.E., Fall City, WA 98204 all Utility Service-Site  
Improvements costs as outlined in Exhibit "B"-Utility Service-Site  
monthly rent in the amount of \_\_\_\_\_ Improvement Agreement.

Dollars (\$\_\_\_\_\_), in advance on the first day of each month of the lease term. Lessor hereby  
acknowledges receipt of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
for the first and \_\_\_\_\_ months rent.

4. UTILITIES AND FEES: Lessee agrees to pay all charges for light, heat, water, sewer, garbage, drainage, metro and  
all other utilities and services to the premises during the full term of this lease. Above items, if any, included in the rent  
payment are See Exhibit "B"-Utility Service-Site Improvement Agreement.

5. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Lessee in their present  
condition. Lessee shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and  
keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of  
governmental authorities. Lessee shall permit no waste, damage or injury to the premises. Lessee shall  
assume the responsibility of grounds maintenance.

6. SIGNS AND ALTERATIONS: All signs or symbols placed by Lessee on or about the premises shall be subject to  
Lessor's prior written approval. After prior written consent of Lessor, Lessee may make alterations, additions and  
improvements in said premises, at Lessee's sole cost and expense. Lessor may elect to require Lessee to remove any such  
alterations, additions or improvements upon termination of this lease and at Lessee's sole cost and expense.

7. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed  
for, materials furnished to, or obligations incurred by Lessee, and shall hold Lessor harmless against the same. In the  
event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the  
business of Lessee, Lessor may cancel this Lease at its option.

8. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this  
Lease, without the written consent of Lessor, which will not be unreasonably withheld. This Lease shall not be  
assignable by operation of law.

9. DAMAGE OR DESTRUCTION: In the event the premises are rendered untenable in whole or in part by fire, the  
elements, or other casualty, Lessor shall notify Lessee, within thirty (30) days after such casualty, that Lessor will  
undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days  
from date of such notice of intent. If Lessor cannot restore or rebuild the premises within the said one hundred eighty  
(180) days, then the Lease may be terminated at Lessee's option by written ten (10) day notice to Lessor. During the period  
of untenability, rent shall abate in the same ratio as the portion of the premises rendered untenable bears to the  
whole of the premises.

10. ACCIDENTS AND LIABILITY: Lessor or its agent shall not be liable for any injury or damage to persons or  
property sustained by Lessee or other, in and about the premises. Lessee agrees to defend and hold Lessor and its agents  
harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be  
suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.

11. COSTS AND ATTORNEY'S FEES: If, by reason of any default or breach on the part of either party in the  
performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all  
reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under  
the terms of this Lease may be in the county in which the premises are situated.

12. SUBORDINATION: Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust placed on  
the property described in Exhibit A, provided, that in the event of foreclosure, if Lessee is not then in default and agrees  
to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right  
of possession for the term of this Lease.

13. NO WAIVER OF COVENANTS: Any waiver by either party of any breach hereof by the other shall not be  
considered a waiver of any future similar breach. This Lease contains all the agreements between the parties; and there  
shall be no modification of the agreements contained herein except by written instrument.

14. SURRENDER OF PREMISES: Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the  
premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor. If Lessor  
elects to require Lessee to remove alterations, additions or improvements made by Lessee, then Lessee shall restore the  
premises to their previous condition, less reasonable wear and tear.

15. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

16. USE: Lessee shall use the premises for the purposes of Public Safety substation per mutually agreed upon site plan and for no other purposes, without written consent of Lessor.

17. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at \_\_\_\_\_ or to the Lessee at 500A King County Admin. Bg., 500 4th Ave., Seattle, WA 98104 or at such other address as either party may designate to the other in writing from time to time.

18. RIDERS: Riders, if any, attached hereto, are made apart of this lease by reference and are described as:

- See: Exhibit "A"-Legal Description
- Exhibit "A-1" Site Plan
- Exhibit "B" Utility Service-Site Improvement Plan
- Exhibit "B-1" Term

19. TIME IS OF THE ESSENCE OF THIS LEASE.

20. If Lessee 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 or in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Lessee is a corporation, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

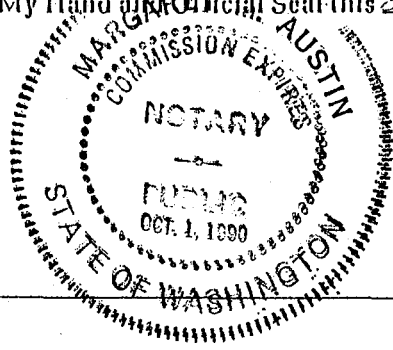
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

LESSOR: Darrell D. Thompson, LESSEE(S): \_\_\_\_\_  
Chairman Commissioners  
Board of Commissioners  
Fire Protection District No. 27 King County Executive

Approved as to form  
D. K. Aselins  
Deputy Prosecuting Attorney Public Safety Director  
STATE OF Washington ss. (Individual Acknowledgment)  
COUNTY OF King

On this day personally appeared before me Darrell D. Thompson 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 22nd day of May, 1989.



Margaret M. Austin  
Notary Public in and for the State of Wa.  
residing at Kirkland

STATE OF \_\_\_\_\_ } ss. (Corporate Acknowledgment)  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged 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 he authorized to execute said instrument and that the seal affixed 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 first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

EXHIBIT "A"

Legal Description

Lots 11 & 12, Block 6, FALL CITY, according to the plat thereof recorded in Volume 2 of Plats, page 80, records of King County, Washington.

Location

Section 15, Township 24, North, Range 7 East, located corner of 334th Place S.E. and S.E. 43rd Street (a.k.a. Cedar Avenue), one block South of SR 202.

KCFD #1  
PRELIMINARY SITE PLAN



SE 13th ST.

Preliminary  
Site Plan

SE 13th St

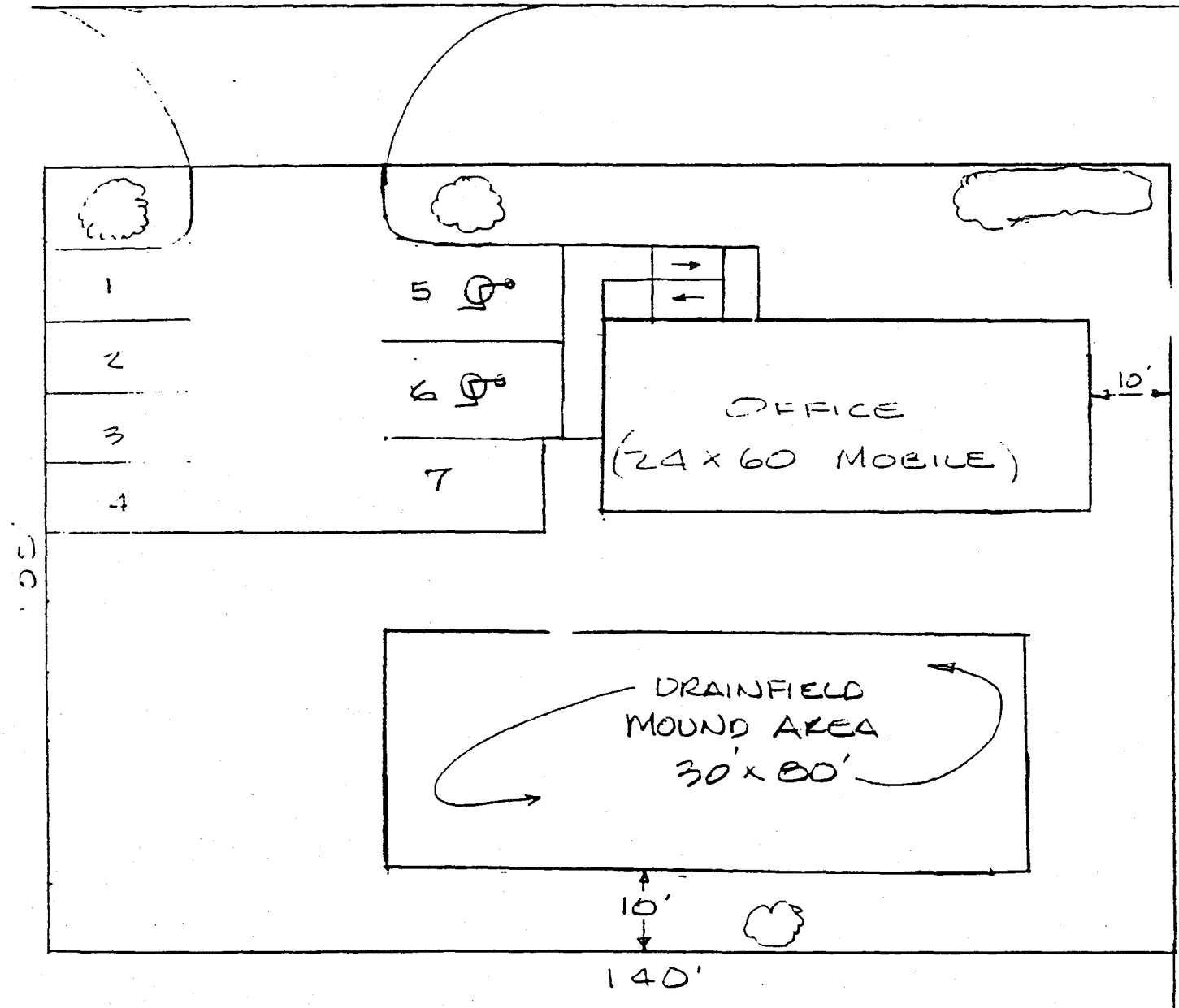


EXHIBIT "A-1"

20'

EXHIBIT "B"

Utility Service - Site Improvement Agreement

Lessee agrees to perform the following improvements which have been estimated for the Fire District at the following itemized costs. In no case shall the following improvements exceed the total estimated amount of \$23,250. The following improvements shall be completed to the satisfaction of the County before the commencement of the lease:

ESTIMATED UTILITY SERVICE - SITE IMPROVEMENT COSTS

POLICE SUBSTATION

WATER LINE	\$ 200
POWER HOOKUP	1,100
WHEEL CHAIR RAMP	2,000
ASPHALT	2,000
REAR ENTRY	500
140' OF FENCE @ \$5/FT	700
FLAG POLE	900
40' PARKING LOT WHEEL STOPS	200
LANDSCAPING	2,000
GRAVEL	500
SEWER & ENGINEERING	10,600
SEWER PERMIT	150
ENGINEERING SERVICES	1,600
	<hr/>
	\$ 22,450
Contingencies	800
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TOTAL ESTIMATED UTILITY SERVICE - SITE IMPROVEMENT COSTS	<u>\$ 23,250</u>

Reimbursement, Utility Service - Site Improvement Costs

Upon successful completion of the entire "Utility Service Agreement" items listed above, the County shall reimburse the Fire District in an amount which will not exceed \$23,250. Billings of items listed above shall be submitted to the County for review. In no case shall the costs for the above-listed items exceed the maximum Marshall-Swift cost calculator approach figures as itemized to regional materials and labor. The County, upon successful completion by the Fire District of the above items, will reimburse the full amount of the improvements not exceeding \$23,250.

Reimbursement for improvements shall be contingent upon inspection and approval of the Department of Public Safety and under the terms of the building permit.

EXHIBIT "B-1"

TERM

1. Commencement Date

The commencement date of the lease will be no earlier than 7 days following the issuance of the conditional use permit required for the use of the site described in Exhibit "A" as per the requirements of the King County Department of Public Safety.

2. Renewal

The initial lease term is for five (5) years with options for annual renewal for up to five (5) additional years. The King County Department of Public Safety will notify the Fire District of its intent to renew or not renew, in writing, six (6) months prior to the annual renewal date. Notice of intent not to renew the lease by the Fire District must be provided to the King County Department of Public Safety in writing one year prior to the renewal date.