

September 15, 1992
TMC:kek

Introduced by: KENT PULLEN

Proposed No.: 92-687

ORDINANCE NO. 10592

1
2 AN ORDINANCE authorizing the King County
3 Executive to enter into a thirty-five
4 year lease agreement for the development
5 and operation of a nine-hole golf course
6 at the Department of Public Works' Summit
7 Gravel Pit located in Council District
8 No. 9.

9 PREAMBLE:

10 In accordance with the provisions of K.C.C. 4.56.190,
11 lease agreements for a term exceeding five years must
12 be approved by the King County council prior to
13 execution by the King County executive.

14 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

15 SECTION 1. The King County executive is hereby authorized
16 to enter into a lease agreement for the design, development and
17 operation of a nine-hole golf course located on a 300-foot
18 strip of land consisting of about 65 acres, which is the
19 perimeter of the Summit Gravel Pit. The lease will be with
20 Covington Golf Course, Inc., which owns and operates a nine-
21 hole golf course adjacent to this site. Under the terms of the
22 agreement, the tenant will receive an option to lease the land.
23 The lease will be executed once the county has reviewed and
24 approved development and construction plans. The rental rate
25 is based on the results of a fee appraisal and will be within
26 the range of \$60,000 to \$80,000 once the course is developed
27 and matured.

1 SECTION 2. As an added inducement for King County to
2 enter into this lease agreement, the tenant shall include
3 certain language into the "Covenants, Conditions and
4 Restrictions" of two adjacent residential tracts. This
5 language is designed to limit future residents from protesting
6 the continued operation of the gravel pit.

7 INTRODUCED AND READ for the first time this 21st day
8 of September, 1992.

9 PASSED this 12th day of October, 1992

10
11

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

12
13

Audrey Jurgens
Chair

14

ATTEST:

15
16

Gerald G. Peterson
Clerk of the Council

17

APPROVED this 23rd day of October, 1992

18
19

Tim Hill
King County Executive

20

OPTION TO LEASE

THIS IS AN OPTION TO LEASE, made and entered into this _____ day of _____, 1992, by and between King County, a political subdivision of the State of Washington, hereinafter referred to as "OPTIONOR," and Covington Golf Course Inc., a Washington Corporation, hereinafter referred to as "OPTIONEE."

WHEREAS, OPTIONEE desires to obtain an option to lease a site consisting of approximately 65 acres in turn consisting of a strip approximately 300 feet in width around the perimeter of King County owned Summit Pit, and legally described on attached EXHIBIT A, and shown on attached EXHIBIT B, to be used as a nine hole golf course in conjunction with Lessee's adjacent nine hole golf course known as Elk Run.

WHEREAS, OPTIONOR is willing to enter into an option agreement to lease said real property for said purposes and uses;

NOW THEREFORE:

1. OPTIONOR grants OPTIONEE an option to lease said real property for the term and in accordance with the covenants and conditions set forth in the LEASE, which is attached hereto as EXHIBIT C.
2. The term of this Option shall be twelve (12) months and shall commence upon execution of this agreement by OPTIONOR.
3. This option may not be exercised until the following terms and conditions have been met:
 - A. The purchase price of this option is Twelve Thousand and 00/100 Dollars (\$12,000.00) which shall be paid to OPTIONOR in full upon execution of this agreement. Said funds are to be used as reimbursement to Real Property Division and Roads Division for their expenses in the preparation of this agreement.
 - B. Within three (3) months after the date of execution of this agreement, OPTIONEE shall submit to OPTIONOR preliminary plans providing the details of the proposed golf course layout and construction, together with a detailed cost estimate. Optionor will review the plans and approve or disapprove with comments within thirty (30) days of the date submitted. It will be the responsibility of the OPTIONEE to prepare any final working plans and obtain any needed permits, licenses, and approvals.
 - C. At the time of the signing of the LEASE, but before any construction commences, LESSEE shall deposit funds to King County's account in the amount of 1% of any estimated construction costs. These funds will be used by King County to inspect construction. Any funds remaining after construction will be returned to LESSEE. The final cost estimate will serve as a basis for the 1% inspection payment and for a contractor's performance bond.
4. At any time during the option term or any extensions thereof and provided that OPTIONEE has complied with provisions 3.B and 3.C. of this OPTION TO LEASE, OPTIONEE may exercise this option by giving OPTIONOR written notice of election to do so, accompanied by properly executed copies of the lease in triplicate.
5. From the date OPTIONEE properly exercises this option, OPTIONOR shall execute the LEASE within 30 days.
6. It is understood and agreed that the effective date of the LEASE shall be the date of execution of the Lease by OPTIONOR.
7. This Option to Lease Agreement cannot be sold, assigned, hypothecated, delegated or otherwise transferred without the prior written consent of OPTIONOR. Failure to obtain OPTIONOR's required written consent shall render said sale, assignment, delegation, or transfer void.

- 8. Upon written request from the OPTIONEE, the term of the option may be extended in writing by the OPTIONOR, at the discretion of OPTIONOR provided:
 - A. OPTIONEE is delayed in fulfilling the requirements of this option through no fault of its own or through no fault of its agents or employees. Should an extension be granted, it shall be for a reasonable time as determined by OPTIONOR's sole discretion provided that in no event will any extension period exceed twenty-four (24) months; and
 - B. OPTIONEE will pay to OPTIONOR an amount equal to one twelfth of the option fee stated in 3.A above for each additional month of any extension.

- 9. If the OPTIONEE exercised this OPTION prior to the end of the initial twelve month option period or any extensions thereof, a prorated amount of the option fee shall be applied toward the Lease rental payments. This prorated amount will be calculated by dividing the annualized option fee by 365 and multiplying the result by the number of days between the date this option is exercised and the date the option period expires.

- 10. Failure of OPTIONEE to meet the terms and conditions of this Agreement fully and satisfactorily within the time limits stated, shall absolutely and conclusively terminate OPTIONEE's rights hereunder, notwithstanding the fact that OPTIONOR may at OPTIONOR'S sole discretion elect to negotiate a LEASE with OPTIONEE within a reasonable time after the expiration of this Option to Lease.

- 11. In the event the State Environmental Policy Act (RCW Chapter 43.21C) applies to the execution of the Lease by King County, the OPTIONEE shall comply with and complete all applicable environmentally required procedures pertinent to the Lease prior to exercise of this OPTION. In the event an Environmental Impact Statement is required for the project, King County will review the Lease for the environmental effects and impacts of the proposed action, including the factors required by RCW 43.21C.030 (2) (c). In such an event, King County, as OPTIONOR, may condition or refuse to enter into the Lease after consideration of the above environmental effects and impacts. Such refusal, or refusal to accept a condition by the OPTIONEE, will terminate the OPTION and the OPTIONEE shall have no recourse against King County as a result of said termination.

- 12. Entire Agreement. This printed OPTION together with any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this OPTION shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

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

OPTIONEE:
 BY _____
 TITLE _____
 DATE _____

OPTIONOR: KING COUNTY
 BY _____
 TITLE King County Executive
 DATE _____

BY _____
 TITLE _____
 DATE _____

APPROVED AS TO FORM:
 BY _____
 Stanley D. Tate
 TITLE Deputy Prosecuting Attorney
 DATE _____

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this day personally appeared before me _____
to me known to be the _____ of the _____
_____ that executed the 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 that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____,
19 _____.

NOTARY PUBLIC in and for the State
of Washington residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that **Jesus Sanchez** signed this instrument, on oath stated that he was authorized
by the **King County Executive** to execute the instrument, and acknowledged it as the **Director
of the Department of Executive Administration** of King County, Washington to be the free and
voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington residing at _____
My appointment expires _____.

LEASE AGREEMENT

10592

1. PARTIES. This lease is made this _____ day of _____, 19____, by and between King County, a political subdivision of the State of Washington, as Lessor, and Covington Golf Course, Inc., a Washington Corporation, as Lessee.

2. LEASED PREMISES. King County hereby leases to Lessee, upon the following terms and conditions, a strip of raw land approximately 300 feet in width located on the perimeter of King County owned Summit Pit consisting of approximately 58 acres, and legally described on attached Exhibit A and shown on a drawing attached as Exhibit B.

3. TERM. 3.1 The term of this Lease shall be for thirty-five (35) years, commencing on the date designated by the Lessee upon exercise of the Lessee's option but which commencement date shall in no event be later than October 1, 1995.

3.2 If King County is unable to deliver possession of the premises by the date specified for the commencement of the term as a result of causes beyond King County's reasonable control, King County shall not be liable for any damage caused for failing to deliver possession, and this lease shall not be void or voidable. Lessee shall not be liable for rent until King County delivers possession of the premises to Lessee, but the term shall not be extended by the delay. If King County does not deliver possession of the premises to Lessee WITHIN SIXTY (60) day after commencement of the term, Lessee can elect to terminate this lease by giving notice to King County at any time before the date King County delivers possession of the premises to Lessee.

4. RENT. King County has obtained an independent fee appraisal which has indicated that the land value of the property is \$696,000 and that fair market rental value, for the leased property with the golf course use provided herein, is within the range of \$61,248 to \$77,256 per year based on a fair market return rate on the value of the land with a most probable specific rent of \$64,800 per year indicated. Such rents are predicated on the revenues obtainable from the golf course once it is developed and matured. The appraiser has noted that approximately two years would be required to construct the course and to let the course mature prior to subjecting the course to any significant amount of use. It is recognized that substantial amounts of play, prior to maturity, will seriously damage the various grass areas. It is further recognized that once the course is fully operational, it will take some time to obtain optimal levels of play.

In recognition of the above and with the understanding that the Lessee will limit play levels until the course has matured, the rent for the first three years of the lease shall be:

- First fiscal year of lease - \$1,000.00 per month plus Leasehold Excise Tax
- Second fiscal year of lease - \$1,000.00 per month plus Leasehold Excise Tax
- Third fiscal year of lease - \$2,700.00 per month plus Leasehold Excise Tax

The Lessee would be responsible for Washington State Leasehold Excise Tax in addition to the rent. The Leasehold Excise Tax is currently at the rate of twelve and 84/100 percent (12.84%) of the rent. Rent and tax are payable monthly in advance and are payable by the first (1st) day of each month. All rents and tax shall be made payable to the King County Finance Office and are to be received in the office of the :

King County Real Property Division
500A King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

Said rental is exclusive of any other sale, franchise, business or occupation, or other tax based on rents. Should any such taxes apply during the life of this lease the rent shall be increased by such amount.

It is understood that Provision 2. RENT ADJUSTMENT of the GENERAL TERMS AND CONDITIONS section of this lease allows King County to readjust the rent effective with each 3 year anniversary and provides that Fair Market Rental Value shall be the basis of the rent. It is agreed that for purposes of determining future Fair Market Rental Value, the land shall be valued based on use such as a golf course or uses compatible with low density residential zoning and not on some potential future zoning that might allow shopping centers, high density apartments, offices or some high intensity use, the potential value of which would render the

golf course financially non-viable.

At the inception of this lease, it is anticipated that a probable method of setting future rents would be a method based on a percentage of green fees from all sources (including but not limited to 9 and 18-hole play, annuals seniors, students, tournaments and special events) against a specified minimum amount. It is understood that future market conditions and practices might indicate some other methodology.

It is also agreed that as an inducement for the Lessee to enter into this lease, following the recommendations of the appraisal, the rent during the fourth, fifth and sixth years of the lease shall be set at an average level of approximately 80% of what would otherwise be fair market value.

5. ADDITIONAL CONSIDERATION - RESTRICTIVE COVENANTS. In addition to the rent and as an added inducement for King County to enter into the Lease, Lessee shall have included into the "Covenants, Conditions and Restriction" (CC&R's) of the residential tracts known as Elk Run III and Elk Run IV the following language:

Each owner hereby covenants and agrees, on behalf of himself and his heirs, successors, assigns and tenants of his Lot, to forebear from taking any action, including commencement of legal action, which would delay or prevent the operation of the Summit Pit mining operation ("Summit Pit") as a gravel pit, specifically including, but not limited to, protesting issuance of grading or mining permits, or any renewals thereof, on Summit Pit. This agreement to forebear shall be effective for so long as a golf course is operated in the approximately 300 foot buffer zone around Summit Pit. Summit Pit is owned by King County and is located in the Northwest corner of Section 34, Township 22 North, Range 6 East.

6. USE. Lessee shall use said premises for the following purposes and for no others without the prior written consent of King County:

The property shall be used for the construction and operation of a nine (9) hole golf course in conjunction with and as an adjunct to the existing nine (9) hole golf course owned by the Lessee and known as the Elk Run golf course. The entire golf course shall be a public course open to the general public at all times during the lease except when the golf course is temporarily closed as reasonably necessary for construction, reconstruction, repairs, remodeling or reasons beyond Lessee's reasonable control, and except for occasional tournaments or special events for which Lessee will obtain prior written approval of King County.

It is understood that the course will be reserved for portions of days for events including but not limited to: company tournaments, school tournaments or instruction, men's club tournaments, women's club tournaments and similar activities. To the extent such reservations of the course do not discriminate against the general public, are normal and typical business practices on public golf courses and are for periods less than 8 hours, such reservations for special events shall not be considered as non-compliance with the requirement that the course be opened to the general public

The use will be carried out in a reasonable and professional manner and shall be operated in a custom which is similar to comparable golf courses in the area.

7. SECURITY DEPOSIT. At the time of the signing of this lease, the Lessee shall deposit with King County the sum of TWO THOUSAND TWO HUNDRED FIFTY-SIX AND 80/100 DOLLARS (\$2,256.80) as a security deposit for the rent and tax. The security deposit is the only sum to be credited toward payment of the last month's rent upon Lessee's termination of the Lease. The return of this deposit, or any portion thereof, shall be conditioned on the performance of all Lessee's duties. Within SIXTY (60) days after termination of the tenancy and vacation of the premises, King County will return any sum due Lessee from this deposit retained by King County. The deposit need not be held in any special account and no interest will be paid thereon. The deposit shall be modified in relation to any modification of the rent and/or tax.

8. PRICES AND FEES. It is expressly understood and agreed by the Lessee that the prices and fees charged for golfing shall at all times be subject to the approval of the Lessor, and that fees and prices charged by the Lessee shall not exceed prices and fees generally current for similar golfing activities on comparable golf courses in King County. This provision shall not apply to any commodities sold in the restaurant or pro-shop or to golf lessons or to the driving range. Lessee shall submit proposed changes in fees together with Lessee's reasons for proposing the fee changes, to King County for approval 30 days prior to the effective date of the proposed fee changes.

9. ACCESS TO BOOKS AND RECORDS/ACCOUNTING PROCEDURES. King County or its agents shall have the right, at any time and on giving 48 hours notice to Lessee, to examine the books and records of the Lessee, as such books and records pertain to or are connected with the green fees on the Elk Run Golf Course pursuant to this lease.

Lessee agrees to keep accurate and complete books and records in accordance with standard accounting practices. The minimum requirement for books and accounts shall include:

- A. The lessee shall adopt an accounting system to accurately identify the gross green fees excluding Washington State sales tax from all sources pertaining to the Elk Run golf Course and the specific requirements of this lease.
- B. A receipt shall be issued for any 9 or 18 hole play or for prepaid cards, annuals or any other golfing activity requiring payment and the customer will be requested to keep such receipt on their person and a sign or signs to that effect will be posted in conspicuous places.
- C. Gross green fee receipts are to be initially deposited in a single bank located in the State of Washington in King County. The name of the designated bank is to be disclosed to King County at the time of execution of the Lease Agreement and may not be changed without prior written notice and approval by King County. County agents, employees and officers of the State Auditor's Office are to be provided access to bank statements, deposit slips and such other supporting data as are necessary incident to the audit of the Lessee's business.
- D. Lessee agrees to give King County, its agents and/or representatives of the State Auditor's Office, access to bank statements, deposit slips and such other supporting data as are necessary incident to the audit of the Lessee's green fees pursuant to this lease.

10. DEVELOPMENT AND CONSTRUCTION BY LESSEE. Lessee, at Lessee's sole cost, shall develop the leased premises into a nine hole golf course of approximately 2,865 yards and will improve the leased premises with improvements, including site improvements (i.e., golf course) having a value of at least Six Hundred Ninety-six and 00/100 Thousand Dollars (\$696,000.00). The improvements and construction will include but not be limited to the following.

- A. Nine (9) Greens
- B. A minimum of nine (9) Tees
- C. Sand bunkers for Greens and Fairways
- D. Irrigation and Retention Ponds
- E. Exterior fencing shall be installed in such a manner as to minimize the visual impact on the surrounding property.
- F. Relocation of approximately 1005 square feet of existing wetlands located in what will be the fairway leading to hole 14 and approximately 480 square feet in what will be the rough on the approach to hole 14, both to an existing wetland located on what will be an area between the men's and women's tees for hole 15.
- G. Starter shack
- H. Material and Equipment Storage Building
- I. Parking Lot
- J. An interior fence, consisting of at least 5 strands of barbed wire, to delineate the golf course (i.e. fairway/rough) from the gravel pit/non-leased area. King County will construct and maintain suitable fencing around mining activities. Where the King County constructed and maintained fence would otherwise coexist with the Lessee's 5-strand barbed wire fence the King County fence can substitute for the Lessee's fence until the County's mining activity moves to

- another location within the pit.
- K. Pump station and irrigation lines
 - L. Restrooms
 - M. Cart Paths
 - N. Various types of landscaping including but not limited to grass, plants, shrubs, vines, trees, and railroad ties
 - O. Appropriate signage
 - P. An access tunnel under 228th Avenue SE for foot traffic and golf carts if required by King County
 - Q. A road to provide access to the gravel pit, having a 30-foot right of way, which road shall be gravel, twenty-two (22) feet wide and approximately three hundred fifty feet (350') in length. The road will be located between the sixteenth (16th) Green and the seventeenth (17th) Tee. Adequate fencing control signs and other safeguarding will be provided by the Lessee to avoid the danger of having golfers or others crossing a road used by trucks and other motor vehicles. King County reserves the right but not the obligation to pave the access road at King County's expense.

Access will also be maintained at each end of the Bonneville Power Administrations power line easement across the premises.

- R. Any necessary visual and sound buffering.

Preliminary plans providing layout and construction details of the above shall have been submitted to the King County Public Works Department, Roads and Engineering Division, for approval during the option phase of this transaction. Final plans and specifications shall also be submitted to the King County Department of Public Works, Roads and Engineering Division for approval. The Roads and Engineering Division will have thirty (30) days to comment and approve or disapprove from the date such final plans and specifications are submitted.

A copy of the final approved plans and specifications ("as-builts") shall be provided to the Roads and Engineering Division in the form of a CAD (Computer Aided Drafting system) disc in a format acceptable to the Roads and Engineering Division.

11. CONTINUING MINING. It is recognized and understood that gravel pit mining will continued by King County. King County's primary intent in entering into this agreement is to obtain a recreational buffer around the operation of the gravel pit and the adjacent maintenance yard.

12. CONSTRUCTION BONDS. Lessee shall provide King County with a payment bond and a performance bond, in an amount equal to the estimated cost of the improvements at least 30 days prior to the beginning of construction.

The performance bond shall name both Lessee and, if Lessee is not itself constructing the improvements, Lessee's contractor, as principal(s) and King County shall be named as obligee. The surety or sureties on the bond shall bind themselves, their heirs, executors, administrators, successors and assigns, along jointly and severally with Lessee and Lessee's contractor, to King County, a political subdivision of the State of Washington, for payment on the bond. The aforesaid bond shall remain in effect until the principal(s) has promptly and faithfully performed all obligations and duties contained in this lease referring to the construction of improvements. The bond shall be available to claimants for labor and materials in the event principal(s) fails to pay for such labor and materials in addition to the payment bond; however such claims shall be subject and junior to damage claims of the obligee for defects or failures in performance of all obligations and duties contained in this agreement regarding construction of improvements.

A payment bond, pursuant to R.C.W. 39.08, shall be executed by Lessee and/or Lessee's contractor to assure payment for labor, materials and supplies required for performance of the lease obligations. This bond is in addition to the performance bond mentioned above.

In any action on the bond for the recovery of any claim or defect, each party shall pay its own costs and attorney's fees.

Surety or sureties on the payment and performance bonds shall waive any notice requirements for any modifications to this lease consented to by King County. King County shall notify the surety or sureties in writing of any defects in performance. The surety's or sureties' right of subrogation to the position of Lessee shall be subject to the written consent of King County, which consent shall not be unreasonably withheld.

13. APPROVAL BY KING COUNTY. Both Lessee and King County recognize this instrument contains many provisions which refer to the necessity of Lessee obtaining the consent or approval of King County prior to Lessee performing certain acts or instituting changes in Lessee's operation or other activities. It is agreed by Lessee and King County that on any occasion or occurrence in which the consent of King County is required by the terms of this instrument that said consent shall not be unreasonably withheld by King County. It is understood that for purposes of this paragraph, King County is referenced as the Lessor and such approval shall not constitute approval by any regulatory agency of King County (i.e. Division of Building and Land Development).

14. FORCE MAJEURE. The term "force majeure" is defined to mean an act of nature not created by or capable of reasonable human control, such as, but not limited to, floods, drought, volcanic eruptions, earthquakes and windstorms. In the event the Premises is rendered unusable as a golf course due to force majeure, and the Premises can be protected from a condition which would render it unusable prior to such event, or restored to a condition which would still allow the Premises to be used as a nine-hole golf course, within forty-five (45) days after an event of force majeure, then Lessee shall, at its sole expense, restore the Premises and rent shall be abated from the date of the force majeure until the Premises has been restored. If the Premises cannot be restored to its prior condition, or to a condition which would still allow the Premises to be used as a nine-hole golf course, within forty-five (45) days after an event of force majeure, Lessee may either, as determined in its sole discretion, terminate this Lease upon delivery of written notice to Lessor within thirty (30) days after the happening of such event, or elect to abate rent as set forth above provided that Lessee has submitted a plan to King County for restoration of the premises, King County has approved the plan and the projected time for restoration of the premises will not exceed one year. Lessee reserves the right to terminate the lease in the event Lessee loses its right to obtain sufficient water to irrigate the golf course.

15. GENERAL TERMS AND CONDITIONS. Attached hereto and incorporated herein by reference are King County General Terms and Conditions.

16. ENTIRE AGREEMENT - AMENDMENTS. This printed lease together with the attached General Terms and Conditions and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

17. NOTICES. Required notices except legal notices shall be given in writing to the following respective address:

If to County, to: King County Real Property Division
500A King County Administration Building
500 4th Avenue
Seattle, WA 98104

If to Lessee, to: Covington Golf Course, Inc.
22500 SE 275th Place
Maple Valley, WA 98038

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

18. PERSONAL GUARANTEE. Performance and payment of all obligations of Lessee are jointly and severally guaranteed by the corporate officers, stockholder, or directors who sign this agreement. Said guarantor's are acting in their individual capacity, on behalf of themselves and of their marital communities consisting of themselves and their respective spouses. Said guarantee shall not apply to the personal estate of any spouse of a guarantor.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the _____ of _____, 19 _____.

LESSEE:

LESSOR:

KING COUNTY, WASHINGTON

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

BY _____

TITLE _____

APPROVED AS TO FORM:

DATE _____

BY _____

Stanley D. Tate

TITLE Deputy Prosecuting Attorney

DATE _____

APPROVED:

BY _____

Louis J. Haff, Manager
Roads Division

DATE _____

KING COUNTY GENERAL TERMS AND CONDITIONS1. LATE PAYMENT, TAXES, AND LICENSES.

- A. LATE PAYMENTS. There will be a late collection charge of five percent (5%) or THIRTY DOLLARS (\$30.00), whichever is greater, plus one percent (1%) per month interest for any delinquent rental not delivered to King County by the tenth (10th) of the month.
- B. LEASEHOLD TAX. A Leasehold Excise Tax is levied pursuant to the Revised Code of Washington (R.C.W.) Chapter 82.29A. The Lessee agrees to pay this tax to King County. If the State of Washington or King County changes the Leasehold Excise Tax, the tax payable shall be correspondingly changed.
- C. LICENSE AND TAXES. Lessee shall pay throughout the term of this Lease, all applicable taxes and all license and excise fees covering the business conducted on the premises.
- D. OTHER CONSIDERATION. No offset, reduction, or credit toward rent shall be allowed unless it is in writing and signed by the Manager of the Real Property Division of King County.

2. RENT ADJUSTMENT. To ensure a fair rent based upon the fair market value of the premises, King County may adjust the rent to the current "fair market rental value" every three (3) years, the first adjustment to occur three (3) years after the beginning of the term of this Lease.

- A. FAIR MARKET RENTAL VALUE DEFINED. For all purposes required under this Lease, "Fair Market Rental Value" is defined as: An amount in the competitive market that a well-informed and willing lessor, who desires but is not required to lease, would accept, and which a well-informed and willing lessee, who desires, but is not required to lease, would pay for the use of the premises after due consideration of all the elements reasonable affecting value.
- B. NOTICE OF RENTAL ADJUSTMENT. When it elects to adjust the rent, King County will give Lessee written notice of the adjusted rent. Within thirty (30) days following receipt of notice from King County, Lessee will give King County written notice of its acceptance or rejection of the adjusted rent. If Lessee does not notify King County within the thirty (30) day period, the rent as adjusted by King County will become the rent.
- C. ARBITRATION. If Lessee and King County cannot agree upon the rent adjustment, the rent for the period will be adjusted by arbitration. Lessee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either Lessee or King County will apply to the presiding judge of the Superior Court in King County for the appointment of a third arbitrator. Each arbitrator will be a member of the American Institute of Real Estate Appraisers, or of the Society of Real Estate Appraisers, or of some equivalent body. If, in the future, a licensing requirement for real estate appraisers is imposed by any legislative body, each arbitrator shall be licensed. The three arbitrators will determine the fair market rental value for the premises; but, the arbitrators may not reduce the rent below the sum fixed for the last preceding period. The decision of a majority of the arbitrators will bind both Lessee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to Lessee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

1. Cost of Arbitration. The cost of the arbitration will be divided equally between Lessee and King County.

2. Rent Pending Adjustment. In the event resolution of the rental adjustment is not completed prior to the commencement of the term being considered, Lessee shall, pending resolution of such rental adjustment, continue to pay King County the rental then in effect and King County, at its option, may elect to require that interest in the amount of twelve percent (12%) per annum be payable on any sum due as a result of a retroactive rental increase determined under the terms of this Lease.
3. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the premises, Lessee will comply with all applicable laws, ordinances, regulations and from any and all authorities having jurisdiction. The Lessee specifically agrees to comply and pay all costs associated with achieving such compliance without any notice of requirement or requirements from King County, and that King County does not waive this section by giving notice of demand for compliance in any instance.
4. UTILITIES. Lessee shall pay for all costs, expenses, fees, services, and charges of all kinds for heat, light, water, gas, and telephone, and for all other public utilities used on said premises so that the same shall not become a lien against the leased premises.
5. IMPROVEMENTS AND ALTERATIONS.
- A. Lessee shall make no substantial alterations or improvements to or upon the premises, or install any fixtures (other than trade fixtures which can be removed without injury to the premises) without first obtaining written approval from King County.
- B. Unless otherwise stipulated, buildings erected or made on the premises shall, upon expiration or earlier termination of this Lease, belong to King County without compensation to the Lessee, however, King County shall have the option, to be exercised on expiration or earlier termination of the Lease, to require the Lessee, at Lessee's expense, to remove any or all such buildings. The irrigation pumps, controllers and irrigation heads shall remain the property of Lessee.
6. CONDITION OF PREMISES. The Lessee has inspected and knows the condition of the premises and it is understood and agreed that the premises are leased on an "as is" basis without any obligation on the part of King County to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the premises.
7. LAND CHARACTERISTICS. King County shall not be liable to the Lessee for claims or damages arising from any present condition of the premises, whether known or unknown, or for damage by storm, rain, or any other occurrence.
8. MAINTENANCE.
- A. Lessee shall throughout the term of this Lease without cost or expense to King County, keep and maintain the leased premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, in a neat, clean, and sanitary condition and shall, except for reasonable wear and tear, at all times preserve the premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good condition as existed at the commencement of occupancy (ordinary wear and tear excepted).
- B. If, after thirty (30) days' notice from King County Lessee fails to maintain or repair any part of the leased premises or any improvement, landscaping, fixtures or equipment thereon, King County may, but shall not be obligated to, enter upon the leased premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to King County upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable as additional rent on the next rent

payment date due following the written demand and will bear interest at the maximum rate allowed by Washington State Law.

9. INDEMNITY AND HOLD HARMLESS. The Lessee agrees to indemnify and hold King County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease Agreement. The Lessee's obligations under this section shall include:
- A. Indemnification for such claims whether or not they arise from the sole negligence of the Lessee, the concurrent negligence of both parties, except to the extent of King County's negligence, or the negligence of one or more third parties;
 - B. The duty to promptly accept tender of defense and provide defense to the County at the Lessee's own expense;
 - C. Indemnification of claims made by the Lessee's own employees or agents; and,
 - D. Waiver of the Lessee's immunity under the industrial insurance provisions of Title 51 R.C.W., but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Lessee.

In the event it is determined that R.C.W. 4.24.115 applies to this Lease Agreement, the Lessee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Lessee's negligence. Lessee agrees to defend, indemnify, and hold harmless the County for claims by Lessee's employees and agrees to waiver of its immunity under Title 51 R.C.W., of which waiver has been mutually negotiated by the parties.

10. INSURANCE REQUIREMENTS. By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Lessee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee.

For all coverages: Each insurance policy shall be written on an "Occurrence" form, excepting that insurance for Professional Liability; Errors and Omissions, when required, may be acceptable on a "Claims Made" form.

If coverage is approved and purchased on a "claims made" basis, the Lessee warrants continuation of coverage either through policy renewals, or the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Lease.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

General Liability: Insurance Services Office Form No. GL 0002 Ed. 1-73, covering COMPREHENSIVE GENERAL LIABILITY; and, Insurance Services Office Form No. GL 0404 Ed. 5-81, covering BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT; OR, Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY.

B. Minimum Limits of Insurance

The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by King County. At the option of King County, the insured shall instruct the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees. The deductible and or self-insured retention of the policies shall not limit or apply to the Lessee's liability to the County and shall be the sole responsibility of the Lessee.

D. Other Insurance Provisions

The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:

General Liability Policy:

1. King County, its officers, officials, employees, and agents are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.
2. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects The County, its officers, officials, employees, and agents. Any insurance and or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.
3. The Lessee's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurer's liability.

All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior notice - return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions' insurance may be placed with insurers with a Bests' rating of B+: VII. Any exceptions must be approved by the County.

If at any time, of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Lessee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements for approval.

F. Verification of Coverage

Lessee shall furnish the County with certificate(s) of insurance and with endorsement(s) required by this Lease. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms

provided or approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

11. MUTUAL RELEASE AND WAIVER. To the extent a loss is covered by insurance in force, King County and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided that this Agreement shall be incapable if it would have the effect of invalidating any insurance coverage of King County or the Lessee.
12. SURRENDER OF PREMISES. At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the premises to King County, and shall deliver to King County all keys that it may have to any and all parts of the premises.
13. DEFAULT AND RE-ENTRY. If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then King County may cancel this Lease upon giving the notice required by law and re-enter said premises using such force as may be required.
14. ASSURANCE OF PERFORMANCE. In the event a default in the performance of any obligation under this Lease which remains uncured for more than ten (10) days after demand, King County may request and the Lessee shall provide adequate assurance of the future performance of all obligations under this Lease. The adequacy of any assurance shall be determined according to commercially reasonable standards for Lessors of real property in the County of King, State of Washington. Adequate assurance shall include, but not be limited to, a deposit in escrow, a guarantee by a third party acceptable to King County, a surety bond, or a letter of credit. Lessee's failure to provide adequate assurance within twenty (20) days of receipt of a request shall constitute a material breach and King County may in its discretion terminate this Lease.
15. ADVANCES BY KING COUNTY FOR LESSEE. If Lessee fails to pay any fees or perform any of its obligations under this Lease other than payment of rent, King County will mail notice to Lessee of its failure to pay or perform. Twenty (20) days after mailing notice, if Lessee's obligation remains unpaid or unperformed, King County may pay or perform these obligations at Lessee's expense. Upon written notification to Lessee of any costs incurred by King County under this paragraph, Lessee will reimburse King County within twenty (20) days.
16. NON-WAIVER. It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.
17. SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the premises or on King County Right of Way without the prior written consent of King County, provided that such consent shall not be unreasonably withheld. If Lessee violates this provision, King County may remove the sign without any liability and may charge the expense incurred by such removal to the Lessee provided, however, King County shall give Lessee written notice of Lessee's violation of this provision and Lessee shall have forty-eight (48) hours after receiving said notice to comply with the terms of this provision. All signs erected or installed by Lessee shall be subject to any federal, state or local statutes, ordinances or regulations applicable to signs. Any signs to be located on King County owned property but outside of the leased premises are subject to an additional rent to be negotiated between the parties.
18. INSPECTION. King County reserves the right to inspect the premises at any and all reasonable times throughout the term of this Lease,

provided that King County shall not interfere unduly with Lessee's operations. The right of inspection reserved to King County hereunder shall impose no obligation on King County to make inspections to ascertain the condition of the premises, and shall impose no liability upon King County for failure to make such inspections.

19. LIENS. Lessee shall keep the property situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Lessee. Lessee may contest in good faith the validity or amount of any lien, provided, however, that upon a final determination with respect to any contested lien, Tenant will promptly pay the sums found to be due.

20. ASSIGNMENT OR SUBLEASE.

A. Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the 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 without the written consent of King County first had and obtained, which consent shall not be unreasonably withheld. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this Lease one-half (1/2) or more of the outstanding shares of any class of stock of Lessee's corporation shall belong to any stockholders other than those who own one-half or more of the outstanding shares of that class of stock at the time of the execution of this Lease, or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this Lease within the meaning of this paragraph. If King County shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the County's consent.

B. If Lessee desires to assign, transfer, or sublease any portion of this Lease or any interest therein, Lessee shall notify King County in writing of said desire to assign or transfer and the details of the proposed agreement at least thirty (30) days prior to the proposed date of assignment, transfer, or sublease to a third party. The notification shall include but not be limited to a financial statement of the proposed assignee, including but not limited to a full disclosure of the monetary payment or any other considerations involved, and an affidavit from the proposed assignee stating he has examined this Lease, understands this Lease, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease, the same as if it were the original Lessee hereunder, and the proposed date of assignment, transfer or sublease.

C. King County will review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date. Disapproval of any such request shall be final and binding on the Lessee and not subject to any arbitration, provided that any approval will not be unreasonably withheld. King County shall charge to the Lessee a reasonable fee for administrative costs in reviewing and processing any assignment or sublease. Lessee may assign this Lease to any wholly owned subsidiary without obtaining King County's consent or payment of fees.

21. CONDEMNATION.

A. King County and Lessee will give to the other immediate written notice of the receipt of notice of any proceedings with respect to a condemnation and of any intention of any authority to exercise the power of eminent domain.

B. If all of the premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, this Lease terminates as of the date condemner takes possession,

- and Lessee will have no claim or interest in or to any award of just compensation except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in any improvement taken by the condemner made to the premises by the Lessee, but not to exceed the amount of that part, if any, of the award attributable to the value of the improvements.
- C. If part of the premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, King County or Lessee may choose to terminate this Lease as of the date the condemner takes possession. If neither King County nor Lessee elects to terminate this Lease, the rent will be reduced in the same proportion that the value of the portion of the premises to be taken bears to the value of the entire premises as of the date condemner takes possession. Lessee will have no claim or interest in or to any award of just compensation or damages except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in the part taken by the condemner of any improvements made to the premises by the Lessee, but not to exceed the amount of that part, if any, of the award attributable to the value of the improvements.
- D. If temporary use of all or a portion of the premises is taken by any lawful authority for a period which would reduce the leasehold and, consequently, would cause the premises to be untenable for the use by Lessee for the purposes set forth in the section of this Lease titled "Use," then, at Lessee's determination, King County or Lessee may choose to terminate this Lease. If King County or Lessee elect to terminate the Lease, the Lease will terminate the date the condemner takes possession and Lessee will have no claim or interest in or to any award of just compensation except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in any improvements made to the premises by the Lessee. If neither King County or Lessee elects to terminate this Lease, the Lease will continue in full force and Lessee will be entitled to receive any award from the condemner for the use of all or part of the premises, EXCEPT that Lessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event Lessee shall not be entitled to any portion of the award attributable to said use.
- E. It is understood and agreed that Lessee shall not be party to any negotiation or proceedings at law wherein King County claims compensation other than that which is defined statutorily as constituting "just compensation."
- F. For purposes of this (Condemnation) provision the terms in the phrase "... fair market value of the Lessee's leasehold interest in any improvements made to the premises by the Lessee..." or language similar thereto shall be interpreted as follows:
- a. "Improvements" shall mean buildings and structures together with the site improvements necessary to the construction of a golf course. Such site improvements shall include but not be limited to: tree removal, moving trees, planting new trees and shrubs, ground grading and contouring, fence installation, signs, tunnels, local access roads and paths, drainage (including drainage ponds) installation of new soil, the planting and cultivation of grass and the installation of irrigation systems.
 - b. "Fair Market Value" shall be defined according to normal appraisal practice which, in this case, will recognize the fact that a golf course requires considerable investment in site improvements. The value of these improvements will be based on their matured value (as opposed to original installation costs.)

consent of King County, Lessee shall become a tenant at sufferance only at a rental rate equal to one hundred-fifty percent (150%) of the rent in effect upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants, and conditions herein specified so far as applicable. Acceptance by King County of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor affect King County's right of re-entry or any rights of King County hereunder or as otherwise provided by law. If Lessee fails to surrender the premises upon the expiration of this Lease despite demand to do so by King County, Lessee shall indemnify and hold King County harmless from all loss or liability including, without limitation, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender and together with interest, attorney's fees, and costs.

29. HAZARDOUS SUBSTANCES. Lessee shall not without first obtaining King County's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively referred to as "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic as defined and in accordance with applicable federal, state, and local laws and regulations in any reportable quantities ("Hazardous Substances") in, on, or about the premises, except items necessary to and legally usable on golf courses. In the event, and only in the event, King County approves such Release of Hazardous Substances on the Premises, Lessee agrees that such release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations. Lessee shall indemnify and hold King County harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees (hereinafter "Claim") for bodily injury or death, property damage or loss, or clean-up costs arising out of this Lease to the extent such injury, death, damage, loss, or costs are caused by the Release by Lessee or any of its agents, representatives or employees in, on, or about the Premises occurring during the term of this Lease.

Lessee shall be fully and completely liable to King County for any and all clean-up costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises, common areas, or buildings. Lessee shall indemnify, defend, and save King County harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon King County (as well as King County's attorney's fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of hazardous substances.

Upon Lessee's default under this Section, King County shall be entitled to the following rights and remedies:

- (a) At King County's option, to terminate this Lease immediately; and/or,
 - (b) To recover any and all damages associated with the default, including but not limited to clean-up costs and charges, civil and criminal penalties and fees, adverse impact on marketing a space in the building, loss of business and sales by King County and other Lessees of the building, diminution of value of the premises and/or building, the loss or restriction of useful space in the premises and/or building, any and all damages and claims asserted by third parties and King County's attorney's fees and costs.
30. SEVERABILITY. If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

END OF GENERAL TERMS AND CONDITIONS

- c. "Leasehold interest" shall include consideration of the fact the Lessee is entitled to either the use of, or compensation for, the value of their improvements over the remaining term of the lease.
- G. If part of the premises is taken by any lawful authority under the power of eminent domain for a temporary period or for a period which will end on or extend beyond the expiration of the term of this Lease, King County will endeavor to provide Lessee with substitute property which will, to the greatest extent possible, provide similar utility to the Lessee. King County will have no responsibility to acquire substitute property but may provide substitute property from any adjacent King County owned property which is not precluded from such use or required for King County purposes. The rent for any such substitute property will be established by King County subject to the rent arbitration provision of this lease.
- H. If a condemnation is for a strip of property along one or more sides of the golf course (as might result from a road widening) King County will, provide substitute property from King County owned property adjacent to the leased premises on the interior (gravel pit) side.
22. ANTI-DISCRIMINATION. In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964, King County Code 12.16.020, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the lease by the County, and may result in ineligibility for further County agreements. The Lessee will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.
23. HEIRS, AGENTS, AND ASSIGNS. Without limiting any provisions of this Lease pertaining to assignment and subletting, the provisions of this Lease bind the heirs, successors, agents and assigns of any of the parties to this Lease.
24. CAPTIONS. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
25. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.
26. CUMULATIVE REMEDIES. No provision of this Lease precludes King County from pursuing any other remedies for Lessee's failure to perform his obligations.
27. ATTORNEY'S FEES/COLLECTION CHARGES. In the event legal action is brought by either party to enforce any of the terms, conditions, or provisions of this Lease, the prevailing party shall recover against the other party in addition to the costs allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee. In addition to all other charges, Lessee shall pay a charge of \$150.00 to King County for preparation of a demand for delinquent rent or a notice of default.
28. HOLDING OVER. If the Lessee holds over after the expiration or earlier termination of the term hereof without the express written