

09/15/1999

Rob McKenna  
Larry Phillips  
Greg Nickels

Introduced By:

RedmondWaterTrail  
dr

Proposed No.:

1999-0458

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ORDINANCE NO. **13636**

AN ORDINANCE appropriating \$200,000 to the open space KC bond funded subfund from unappropriated fund balance representing interest earnings on fund balances and allocating this amount to the Redmond/Redmond watershed trail project; and amending the 1999 Budget Ordinance, Ordinance 13340, Section 119 and Attachment 3, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$200,000 to the open space KC bond funded subfund from unappropriated fund balance representing interest earnings on fund balances and allocating this amount to the Redmond/Redmond watershed trail project.

SECTION 2. Ordinance 13340, Section 119, as amended, is hereby amended by adding thereto and inserting therein the following:

From the several capital improvement project funds there are hereby appropriated and authorized to be disbursed the following amounts for the specific projects identified in Attachment 3 of Ordinance 13340:

<u>Fund</u>	<u>Capital Fund</u>	
3521	Open space KC bond funded subfund	\$200,000

SECTION 3. Ordinance 13340, Section 119, Attachment 3, as amended, is hereby amended by inserting therein the following:

1 Capital Improvement Project Book Page, Sept 13, 1999  
23 **Project:** 352128 Redmond/Redmond Watershed Trail4 **Description:**5 This project is part of the 1989 Open Space Bond Program. The scope of the project  
6 consists of acquisition to provide a 1-mile, 150-foot wide trail that will connect the City  
7 of Redmond trail system to the Redmond Watershed. The trail will allow users of the  
8 Sammamish Valley Trail to experience a destination trip to the Redmond Watershed  
9 and its trail system.  
1011 **Status:** Progress ongoing.12 **Original Cost Estimate:** \$1,023,157 (1990)13 **1989 Funding:** In 1989, \$196,000 in bond proceeds was allocated to this project.14 **1999 Funding:** In 1999, \$200,000 in bond interest was allocated to this project.15 **Operating Costs:** Not available.16 **Project Comparison:** Revenue change.


1	3521	Open space KC bond funded subfund	
2	352128	Redmond/Redmond watershed trail	\$200,000

3            SECTION 4. The capital improvement project book page attached to this  
 4 ordinance is hereby adopted.

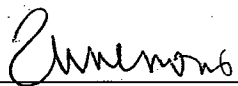
5            INTRODUCED AND READ for the first time this 30th day of August, 1999.

6            PASSED by a vote of 12 to 0 this 20th day of September, 1999.

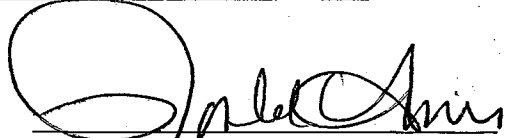
7            KING COUNTY COUNCIL  
 8            KING COUNTY, WASHINGTON

9              
 10            Chair

11            ATTEST:

12              
 13            Clerk of the Council

14            APPROVED this 1 day of October 1999.

15              
 16            King County Executive

17            Attachments: Capital Improvement Project Book Page, dated Sept. 13, 1999

## 11. INSURANCE

11.1 Tenant is Self-Insured for Liability. Landlord acknowledges, agrees and understands that Tenant funds and maintains a program of self-insurance sufficient, in Tenant's reasonable business judgment, to insure all of its liability exposures. Tenant agrees to maintain, at Tenant's sole cost and expense through Tenant's self-insurance program coverage for its liability exposures arising during the Lease Term as may be extended from time to time. Tenant shall not during the Lease Term, or during any period following the Lease Term in which any claims could be made for liability arising during the Lease Term, make any change in its self-insurance program which would materially and detrimentally affect Tenant's insurance program or the coverage provided to Landlord. Tenant shall provide Landlord with a certificate of self-insurance and shall provide such other documentation as may be reasonably requested by Landlord or the holders of any Encumbrances regarding Tenant's self-insurance program.

11.2 Property Insurance. Landlord shall obtain and keep in force during the term of this Lease at the expense of Landlord and Tenant as part of the common expenses, property insurance of the type known as "all risk" on the Building and any improvements and additions permanently affixed thereto of which the Premises are a part against loss by fire and other causes. Said insurance shall provide for payment of loss thereunder to Landlord or the holder of the Encumbrances on the Premises.

11.3 Coverage for Tenant's Personal Property. Tenant shall, at its sole cost and expense, insure its personal property or trade fixtures on the Premises against loss or damage. Landlord shall have no obligation to insure any of Tenant's personal property or trade fixtures or repair, replace or restore same when damaged or destroyed from any cause whatsoever.

11.4 Waiver of Subrogation. To the extent not prohibited by their property insurance carriers, Landlord and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party for its property or the property of others under its control to the extent that such loss or damage is insured against under any property insurance policy in effect at the time of such loss or damage.

12. CONDEMNATION AND CASUALTY. In the event that all or any portion of the Premises is taken or conveyed as a result of any condemnation proceeding or damaged as a result of any casualty, Landlord and Tenant agree that the proceeds of any condemnation or casualty affecting the Premises shall be made available for the repair or restoration of the Premises if the lenders under the Encumbrances in their reasonable judgment agree that (a) repair or restoration of the Premises is feasible and that sufficient funds are available to complete such work; (b) after the completion of work, the Premises can be feasibly operated within the restrictions and requirements of the scope of services; and (c) more than two years remain after the completion of the work until the end of the Lease Term. Landlord and Tenant shall meet with the lenders under the Encumbrances to discuss in good faith the rebuilding or repair of the Premises and reach a decision with respect thereto within sixty (60) days after the occurrence of the casualty or condemnation. If the parties cannot in good faith agree to repair or restore the

Premises as provided above, then any proceeds of the casualty or condemnation within sixty (60) days of demand, shall be paid first to satisfy all liens of the Encumbrances in such order as such the lenders shall agree such Encumbrances have priority. The balance of the proceeds shall be paid to Landlord.

### 13. ASSIGNMENT AND SUBLETTING

13.1 Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, so long as the holders of the Encumbrances and Contracts consent to such assignment or sublease. If Tenant wishes to assign or sublease the Premises, Tenant will give Landlord notice thereof not less than 180 days prior to the commencement of such proposed assignment or sublease. Tenant shall be responsible for obtaining the consent of the holders of the Contracts and Encumbrances to any such assignment or sublease. Tenant agrees to protect, defend, indemnify and hold harmless Landlord from and against any and all liability of Landlord under the Encumbrances and/or the Contracts arising from assignment or sublease of the Premises without the prior consent of the holders of the Encumbrances and/or the Contracts. Said indemnification and Tenant's continuing obligations under section 13.3 below shall constitute Landlord's only remedies if Tenant assigns or subleases the Premises without the prior consent of the holders of the Encumbrances and/or the Contracts.

Any request by Tenant for such consent shall be in writing, which shall set forth the details as to the proposed assignment, mortgage or subletting and have annexed thereto a copy of the proposed mortgage, assignment or sublease. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease. Any transfer of Tenant's interest in this Lease or in the Premises without Landlord's consent shall be deemed a prohibited assignment within the meaning of this paragraph.

13.2 Management of Sobering Support Center. Notwithstanding the foregoing, Landlord shall not unreasonably withhold its consent to Tenant entering into a service contract for a private entity reasonably acceptable to the holders of the Contracts and Encumbrances to manage the Sobering Support Center; provided, however that Tenant shall make available to Landlord such information as Landlord may require to determine the qualifications and financial strength of such manager. Any such third-party manager shall maintain insurance as may be reasonably required by Landlord and any of the holders of the Contracts and Encumbrances and shall name Landlord and the holders of the Contracts and Encumbrances as additional insureds under such policies.

13.3 No Release of Tenant. No consent by Landlord to any assignment, subletting or management contract by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, contract, assignment or subletting, unless otherwise expressly agreed by Landlord. The consent by Landlord to any contract, assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance

of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any contract, assignment, subletting or other transfer. Consent to one contract, assignment, subletting or other transfer shall not be deemed to constitute to any subsequent contract, assignment, subletting or other transfer.

#### 14. SUBORDINATION

14.1 Subordination. This Lease at the option of the holder of the Encumbrances shall be subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part, or on or against Landlord's interest or estate therein, including, without limitation, the lien of the Encumbrances and all modifications or renewals thereof, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination.

14.2 Subordination Agreements. Tenant covenants and agrees to execute and deliver upon demand without charge therefore, such further instruments evidencing such subordination of this Lease to the lien of any such mortgages or deeds of trust as may be required by Landlord. Landlord shall request that any lenders requiring such further subordination agreements covenant not to disturb Tenant's possession under this Lease so long as Tenant is not in default hereunder.

14.3 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease, performing its covenants and conditions under the Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term, subject, however, to the terms of the Lease, the Contracts, the Encumbrances or any other mortgages or deeds of trust described above.

#### 15. DEFAULT, REMEDIES

15.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay Rent or any other monetary sums required to be paid hereunder when due;

(b) The abandonment or vacation of the Premises by Tenant, or any other failure of Tenant to operate the Premises in accordance with the requirements of the Encumbrances and the Contracts;

(c) A failure by Tenant to observe and perform any other provision of this Lease, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently

prosecute the same to completion and further provided that such period of time shall not be so extended as to subject Landlord to criminal liability;

(d) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or

(e) Within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days, after the expiration of any such stay, such appointment shall not have been vacated.

15.2 Remedies. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

(a) Maintain this Lease in full force and effect and recover the Rent and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate this Lease, Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate this Lease, including removal of all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(b) Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided;

plus (iv) any other amount necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, including, without limitation, costs of reletting, tenant improvements and leasing commissions; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises; which Landlord in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at a rate of interest per annum equal to twelve percent (12%). As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount rate of the U.S. Federal Reserve Bank at the time of award plus one percent (1%).

15.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent, Additional Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of the Existing Mortgage and any other mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant (except for rent due for the month of January in any lease year that delay is due to Tenant's budget process) shall not be received by Landlord or Landlord's designee within thirty (30) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to \$100.00. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

16. ENVIRONMENTAL INDEMNITY. Tenant shall not cause or permit any Hazardous Substances (as defined in Exhibit "C" attached hereto and by this reference incorporated herein) to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord. If Tenant breaches its obligations set forth above or if the presence of Hazardous Substances on or about the Premises caused or permitted by Tenant results in contamination of the Premises or if contamination of the Premises or surrounding area by Hazardous Substances otherwise occurs for which Tenant is legally liable, then Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or any building of which the Premises are a part), damages for the loss or restrictions on use of any space in the Premises, damages arising from any adverse impact on marketability of other properties owned by Landlord or other space in the building of which the Premises are a part, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work



required by any federal, state or local governmental agency or political subdivision which have been caused by Tenant as set forth above. Tenant's indemnification of Landlord shall not include costs incurred with the investigation of site conditions or any cleanup, remediation, removal or restoration undertaken by Landlord prior to execution of this Lease. If the presence of any Hazardous Substance on or about the Premises caused or permitted by Tenant results in any contamination of the Premises or surrounding area, or causes the Premises or surrounding area to be in violation of any laws, rules, statutes, or ordinances, Tenant shall promptly take at its sole expense all actions necessary to return the Premises and surrounding area to the condition existing prior to the introduction of such Hazardous Substance; provided that Landlord's approval shall first be had and obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or surrounding area.

## 17. MISCELLANEOUS

### 17.1 Estoppel Certificate.

(a) Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance.

(c) Tenant shall provide such information regarding Tenant as may be reasonably required by any lender or funder of the Project. In addition, Tenant shall comply with such reporting requirements as may be imposed under the Encumbrances.

17.2 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises, or in any building of which the Premises may be a part other than a transfer for security purposes only, Landlord shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities accruing thereafter on the part of Landlord, provided that any funds in the hands of Landlord at the time of transfer in which Tenant has an interest (including any reserve accounts), shall be delivered to the successor of Landlord. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser of assignee provided all Landlord's obligations hereunder are assumed in writing by the transferee.

17.3 Captions; Attachments; Defined Terms.

(a) The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several; as to a Tenant, which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community property. The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

17.4 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Agreement and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

17.5 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

17.6 Costs of Suit.

(a) If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys' fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such person, Tenant covenants

to save and hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in or in connection with such litigation.

17.7 Time; Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

17.8 Binding Effect; Choice of Law. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to Section 17.2, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Washington. The parties agree that the venue of any action hereunder shall be laid in the Superior Court for King County, Seattle, Washington.

17.9 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver or any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

17.10 Surrender of Premises. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

17.11 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof or any expansion terms, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

17.12 Signs. Tenant shall not inscribe, paint, affix, place or permit to be placed any projecting sign, marquee, awning, advertisement, sign, notice or placard on the exterior or roof of the Premises or upon or about the entrance doors, windows, sidewalks, or areas adjacent

to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.

17.13 Limitation on Landlord's Liability. Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings constituting the Premises (subject to prior rights, if any, of the holder of the Encumbrances and other superior interests) for the collection of any judgment requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any term, covenant and condition of this Lease to be performed by Landlord and no other assets of landlord shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies.

17.14 Interest on Past Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate of twelve percent (12%) per annum. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

17.15 Brokers. Each party will defend, indemnify and hold the other party harmless from any claim, loss or liability made or imposed by any other party claiming a commission or fee in connection with this Lease and arising out of its own conduct. The parties' obligations under this paragraph shall survive expiration or termination of this Lease.

17.16 Notices. All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or

registered, postage prepaid, addressed to the Landlord or Tenant respectively at the following addresses:

Landlord:

Safe Haven Associates  
c/o Community Psychiatric Clinic  
4319 Stone Way North  
Seattle, WA 98103

Tenant:

King County  
Dept. of Community and Human Services  
700 Fifth Avenue, Suite 3800  
Seattle, WA 98104-5038  
Attn: Michael Emby

17.17 Authority to Execute. Each individual executing this Lease on behalf of Tenant represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted ordinance of the Metropolitan King County Council, and that this Lease is binding upon Tenant in accordance with its terms.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the date and year first above written.

LANDLORD:

SAFE HAVEN ASSOCIATES, a  
Washington nonprofit  
Corporation

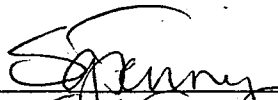
TENANT:

KING COUNTY, a municipal corporation  
organized under the laws of the State of  
Washington

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Pearl McElheran, Director  
Department of Construction and Facilities  
Management

APPROVED AS TO FORM ONLY:

By   
Name: Sally Jenney  
Deputy Prosecuting Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

13630

EXHIBIT A

A certain tract of land situated in the City of Seattle, King County, Washington and more particularly described as follows:

**13630**

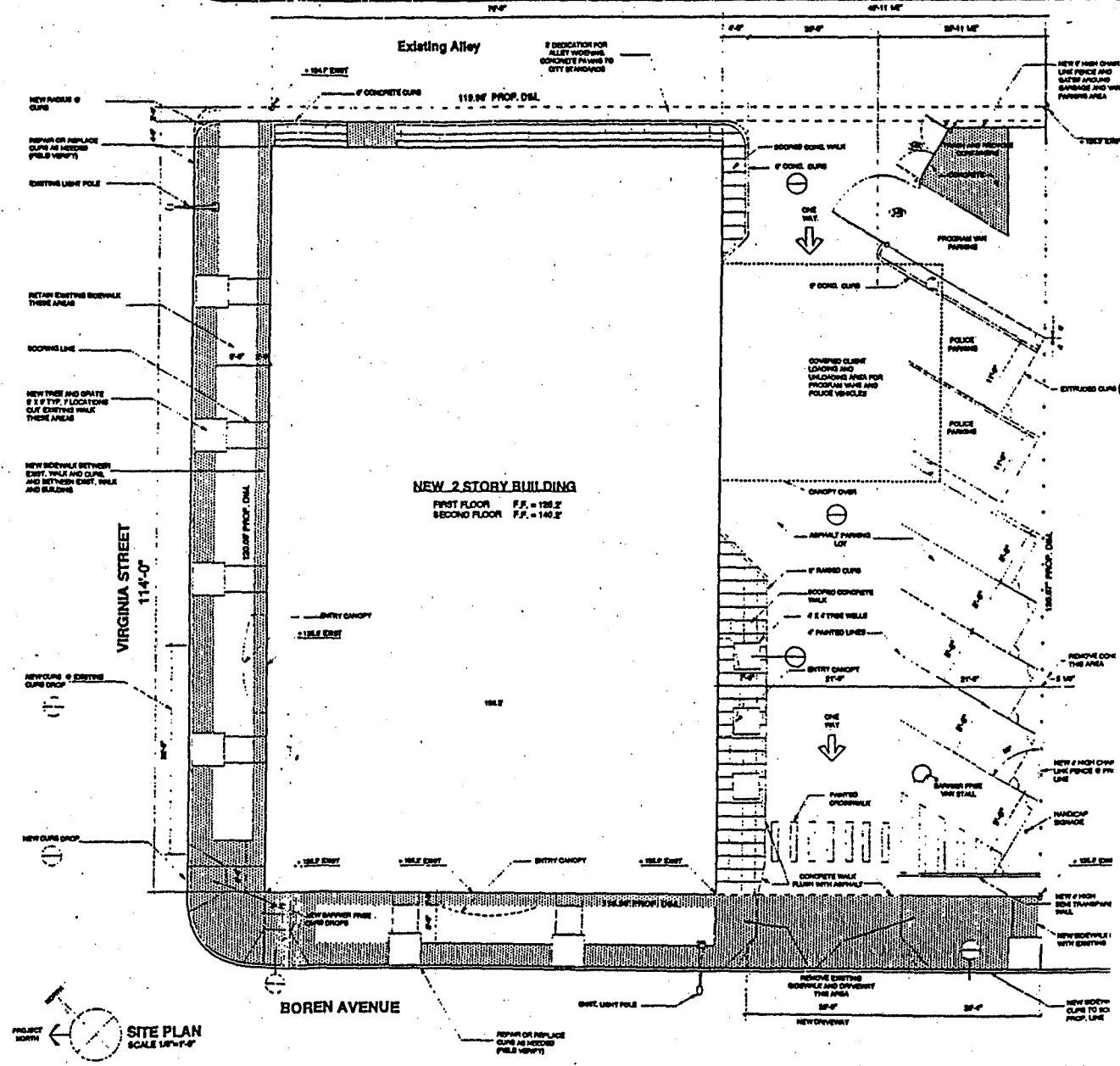
**EXHIBIT A - 1**

**FLOOR PLAN**



# 13630

PROPERTY INFORMATION  
 PARCEL A: 00000-0100-07  
 THE SW 1/4 OF LOTS 5 AND 6, BLOCK 33, SARAH A BELL'S ADDITION TO THE CITY OF SEATTLE  
 PARCEL B: 00000-0100-08  
 THE SW 1/4 OF LOTS 5 AND 6, BLOCK 33, SARAH A BELL'S ADDITION TO THE CITY OF SEATTLE



PROJECT NORTH  
 SITE PLAN  
 SCALE 1/4"=1'-0"

Safe Haven and Sobering Support Center  
 Safe Haven Associates

FRANK G. STICKNEY AND DONALD F. MURPHY, ARCHITECTS  
 911 WESTERN AVENUE, SEATTLE, WASHINGTON 98104-3602-1104

**Stickney & Murphy**

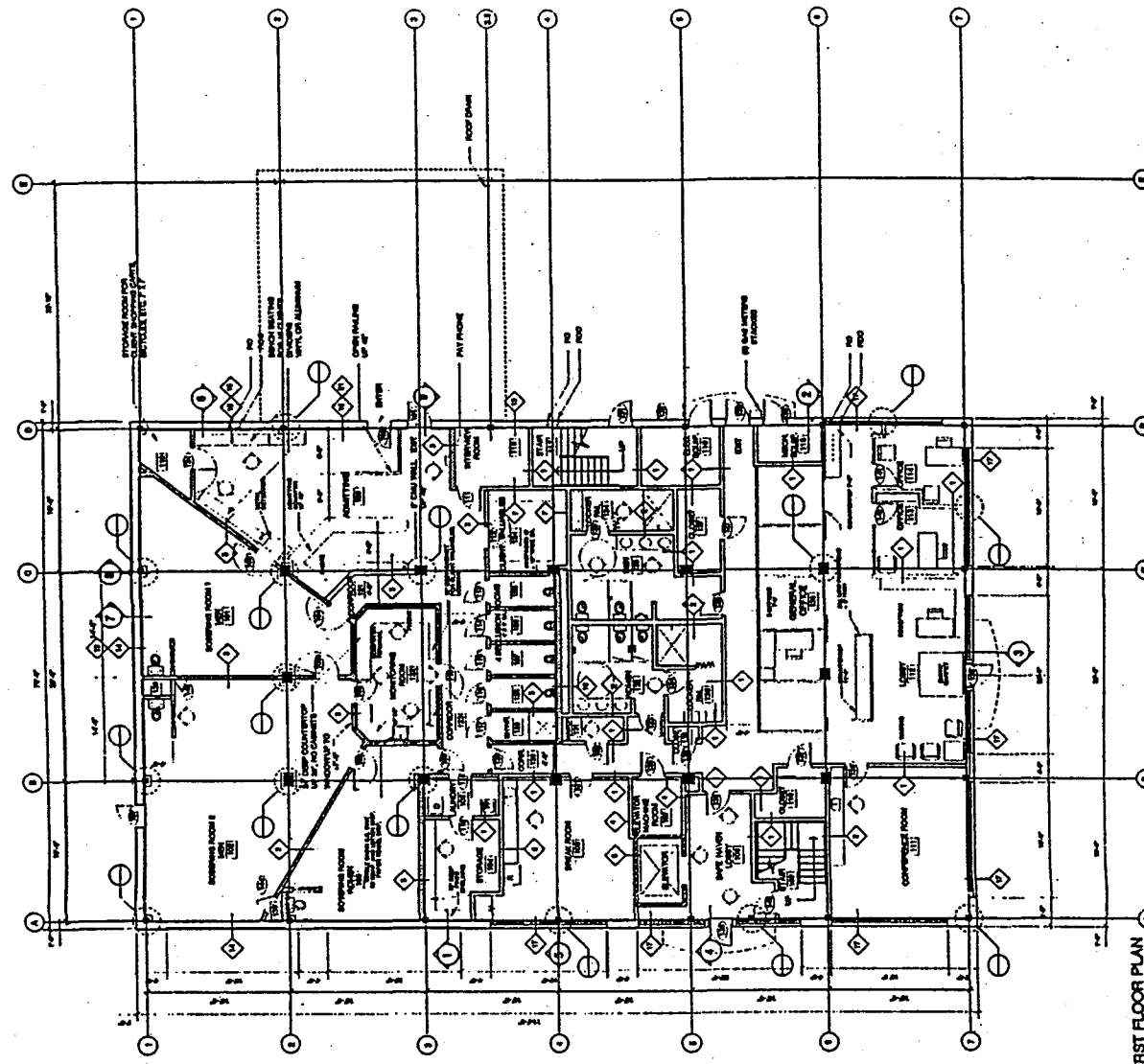
REGISTERED ARCHITECT  
 DONALD F. MURPHY  
 STATE OF WASHINGTON

11-21-06 Building Permit application  
 SHEET 114240  
 DATE 11/21/06  
 DRAWN BY  
 CHECKED BY  
 SITE PLAN  
 A-

# 13630

SYMBOL	WALL SECTION	NOTES	FINISH	INDICATE
16	EXTENSION FACE	1" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD ON BOTH SIDES. 1/2" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD ON ONE SIDE AND 1/2" GYPSUM BOARD ON OTHER SIDE.	1/2" GYPSUM BOARD	1/2" GYPSUM BOARD
17	EXTENSION FACE	1" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD ON BOTH SIDES. 1/2" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD ON ONE SIDE AND 1/2" GYPSUM BOARD ON OTHER SIDE.	1/2" GYPSUM BOARD	1/2" GYPSUM BOARD
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SYMBOL	WALL SECTION	NOTES	FINISH	INDICATE
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FIRST FLOOR PLAN  
SCALE 1/4" = 1'-0"



11-11-06 Building Permit Application

**Stickney & Murphy**

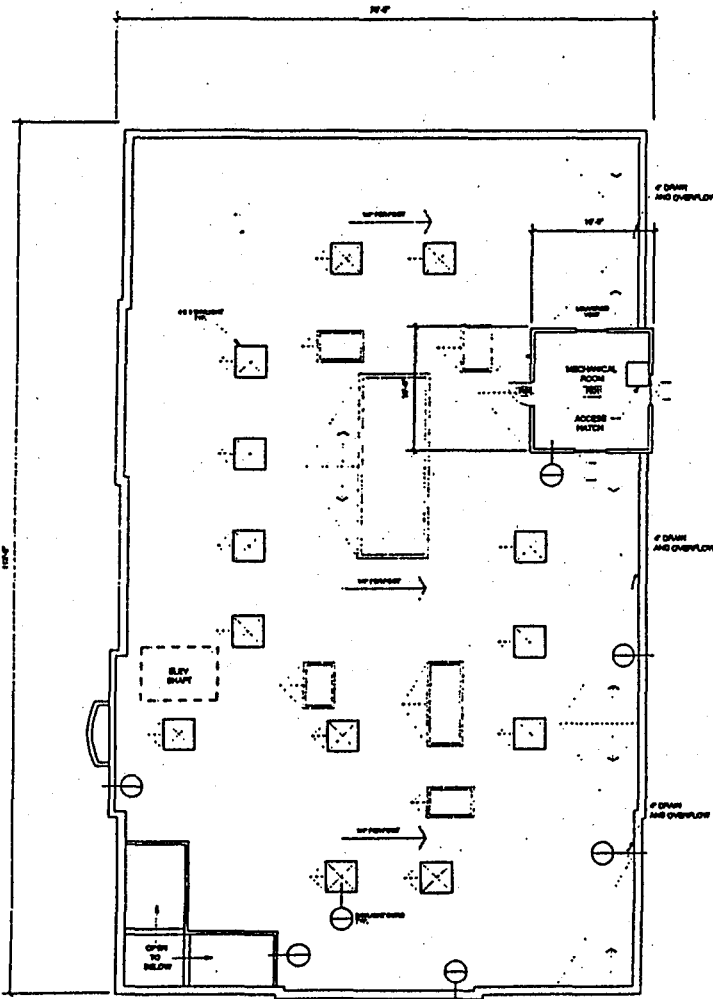
REGISTERED ARCHITECTS  
REGISTERED PROFESSIONAL ENGINEERS

PAUL G. STICKNEY AND RONALD A. MURPHY, ARCHITECTS  
141 FERRIS AVENUE, WILMINGTON, MASSACHUSETTS 01897-1104

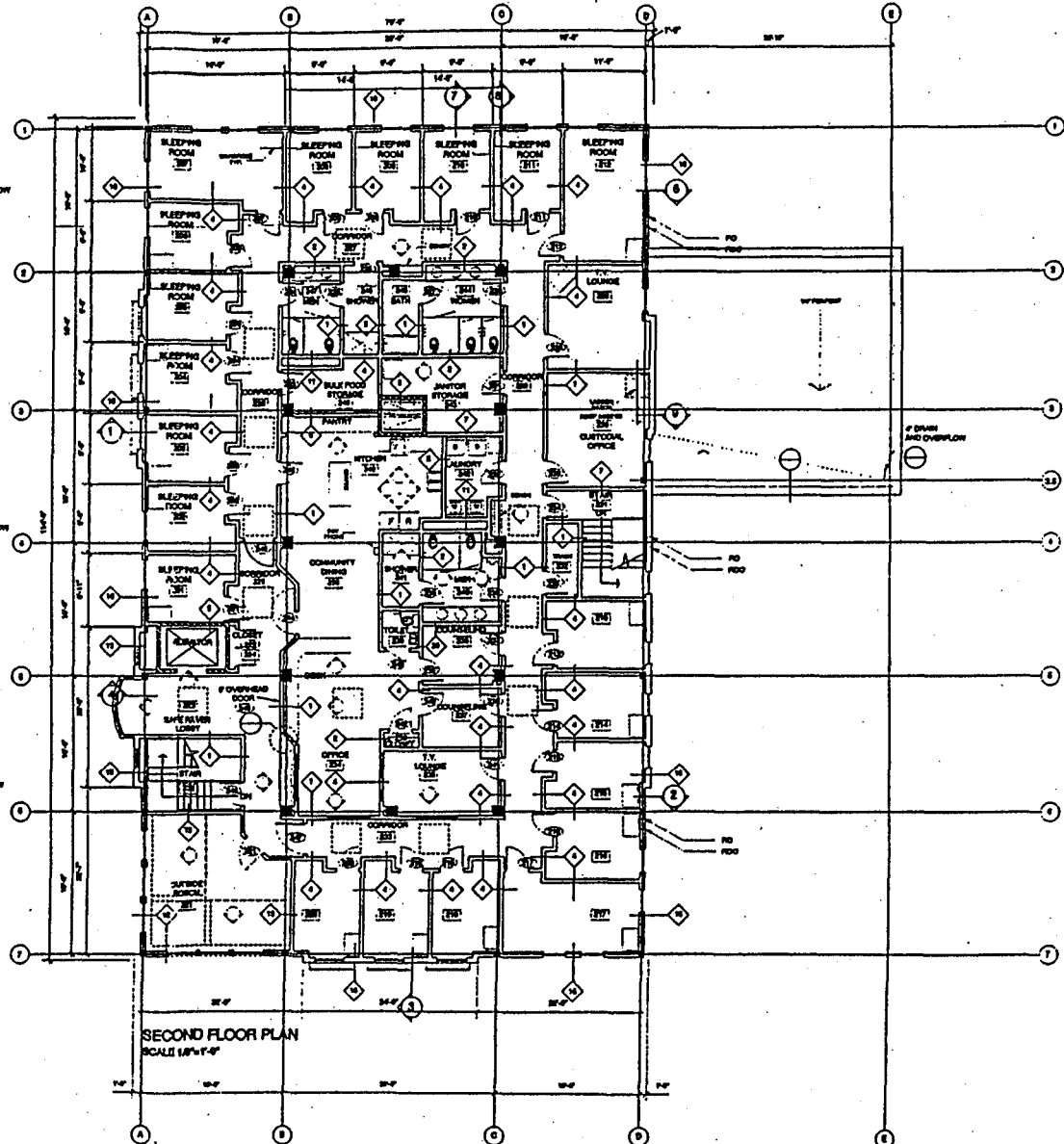
FIRST FLOOR PLAN  
DATE: 11/11/06  
BY: [Signature]

Safe Haven and Sobering Support Center  
Safe Haven Associates

13630



ROOF, MECHANICAL ROOM PLAN  
SCALE 1/8"=1'-0"



SECOND FLOOR PLAN  
SCALE 1/8"=1'-0"



Safe Haven and Sobering Support Center  
Safe Haven Associates

FRANK S. STICKNEY AND RONALD F. MURPHY, ARCHITECTS  
911 WINTERLAYS, BATTLE, WASHINGTON 98003-1100

**Stickney & Murphy**



ROOF & SECOND FLOOR PLANS

DATE: 11-21-98  
DRAWN BY: [Name]  
CHECKED BY: [Name]

PROJECT: A-4

11-21-98 Building Permit application

## EXHIBIT B

13630

*Safe Haven / Sobering Support Center  
Funding Agreements & Commitments*

Funding Source	Amount	Term	Type
City of Seattle Department of Housing & Human Services Sixth Floor, 618 Second Avenue. Seattle, WA 98104	\$280,000	20 years	Deferred Loan
King County Department of Community & Human Services Community Development Block Grant 700 Fifth Avenue, 37th Floor Seattle WA 98104-5037	\$100,000	15 years	Deferred Loan
King County Department of Community Services Housing & Community Development Program 700 Fifth Avenue, 37th Floor Seattle, WA 98104-5037	\$1,920,000	35 years	Deferred Loan
State of Washington Department of Community, Trade, and Economic Development Housing Finance Unit 906 Columbia Street, SW Olympia, WA 98504-8300	\$950,000	35 years	Deferred Loan
U.S. Department of Housing & Urban Development Office of Community Planning & Development Supportive Housing Program Grant 909 First Avenue, Suite 300 Seattle, WA 98104-1000	\$400,000	20 years	Grant
Division of Alcoholism and Substance Abuse Services Seattle/King County Department of Public Health 999 Third Avenue, Suite 900 Seattle, WA 98104	\$225,000		Grant
Total Development Costs	\$3,875,000		

EXHIBIT B-1

13630

Safe Haven / Sobering Support Center - Funding Reporting Requirements

	Seattle DHHS	KC CDBG	KC HFP	WA. HFU	HUD SHP - SHIA	HUD SHP - DASA
<b>Term of Commitment</b>	20 years	15 years	35 years	35 years	20 years	3 years (Support Services Grant)
<b>Entity with Reporting Responsibility</b>	DASAS	Safe Haven Associates (SHIA)  SHIA passes through reporting requirements on SSC to DASAS	SHIA  SHIA passes through reporting requirements on SSC to DASAS	SHIA  SHIA passes through reporting requirements on SSC to DASAS	SHIA	DASAS
<b>Income Requirements</b>	At least 51% of persons served shall be Low- to Moderate-Income Persons	At least 51% of persons served shall be Low- to Moderate-Income Persons	11% of all Tenants shall be persons at or below 50% of Area Median Income, and 89% shall be persons at or below 30% of Area Median Income	Persons at or below 50% of Area Median Income	Must meet Federal definition of homeless (See 24 CFR Part 583.5)	Must meet Federal definition of homeless (See 24 CFR Part 583.5)
<b>Annual Reporting Requirements</b>	Maintain records on each person showing the address, Equal Employment Opportunity Category, and whether the person meets Bureau of Census' Current Population Reports definition of severely disabled.	Client Information reported to KC CDBG annually. The year end report is due no later than 30 days after the end of the program year which ends December 31. The KC form for this reporting is <u>Client Profile Report for Shelter Programs in King County.</u>	Annual report due within 60 days of closing of calendar year. It shall include information pertaining to tenants: numbers served, age, ethnicity, gender, income, audited financial statement and federal tax return, and lists of current board members.	Annual performance reports must be completed and returned to HFU (forms provided by HFU).	Annual report using HUD Annual Progress Report (APR). Information requires detailed referral and intake record keeping throughout the year.	Annual report using HUD Annual Progress Report (APR) Information requires detailed referral and intake record keeping throughout the year

Legend

- Seattle DHHS - Seattle Dept. of Housing & Human Services
- KC CDBG - King County Community Development Block Grant
- KC HFP - King County Housing Finance Program
- WA. HFU - Washington Housing Finance Unit
- HUD SHP - HUD Supportive Housing Program

## EXHIBIT C

"Hazardous Substances" shall include without limitation:

(i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended:

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (E) flammable explosives; or (F) radioactive materials;

(iv) Those substances defined as "dangerous wastes," "hazardous wastes" or as "hazardous substances" under the Water Pollution Control Act, RCW 90.48.010 et seq., the Hazardous Waste Management Statute, RCW 70.105.010 et seq., and the Toxic Substance Control Act (Senate Bill No. 6085) RCW 70.105B.010 et seq., the Model Toxics Control Act, RCW 70.105D.010 et seq. and the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., and in the regulations promulgated pursuant to said laws;

(v) Storm water discharge regulated under any federal, state or local law, ordinance or regulation relating to storm water drains, including, but not limited to, Section 402(p) of the Clean Water Act, 33 U.S.C. Section 1342 and the regulations promulgated thereunder; and

(vi) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

**Sobering Support Center  
Replacement Reserve Descriptions**

	<b>Life cycle</b>	
	<b>in years</b>	<b>Description of Replacement Items</b>
<b><u>Common Reserve Items</u></b>		
1. Common Area Window Coverings	5	First floor office staff and community room coverings.
2. Exterior Painting, Waterproofing	10	Complete painting of outside painted surfaces.
3. Exterior Hardware, Weatherstripping	10	Inspect/repair/replace as needed.
4. Site Fencing	10	Inspect/repair/replace as needed.
5. New Paving, Curbs & Striping	10	Seal coat paving, patch curbs, restripe.
6. Roof Repair	15	Edge flashing, inspect membrane and cap sheet.
7. Common Area Sheet Flooring	15	Staff room vinyl and community room carpet replacement.
8. New Roof	25	Tear-off and replace membrane.
<b><u>SSC Reserve Items</u></b>		
1. Interior Fixtures	5	Inspects/replace as needed.
2. Window Coverings	10	First floor office window coverings.
3. Plumbing Fixtures	10	Replace sinks & faucets, inspect toilets, showers.
4. Sheet Flooring: Carpet & Vinyl Tiles	15	First floor vinyl tile replacement & carpet replacement.
5. Shower & Tub Surrounds	15	Inspect/replace staff showers.
6. HVAC System	20	Inspect/replace roof equipment. Maintain ducts.
7. Hot Water Boilers, Pumps	20	Inspect/replace tanks, pumps, valves, piping.
8. Steel Doors & Frames	20	High abuse; doors, frames, and hardware.

**Assumptions:**

Assumes 35 year replacement schedule, based on lease term, although lease may go past 35 years.

Assumes hard-use on plumbing fixtures.

Assumes normal maintenance and repair costs not included in this list.

Assumes life expectancy of product, not replacement due to color or style trends.

Building structure, siding, windows, plumbing, fire protection, and electrical systems expected to remain in service for 35 year life or beyond.

EXHIBIT E

13630

SSC Projected Replacement Items and Costs

Items	Life cycle In years	1997 \$	Year 1	Year 5	Year 10	Year 15	Year 20	Year 25	Year 30	Year 35
<b>Common Reserve Items</b>										
1. Common Area Window Coverings	5	\$2,000		\$2,433	\$2,960	\$3,602	\$4,382	\$5,332	\$6,487	\$7,892
2. Exterior Painting, Waterproofing	10	\$12,480			\$18,473		\$27,345		\$40,478	
3. Exterior Hardware, Weatherstripping	10	\$5,200			\$7,697		\$11,394		\$16,866	
4. Site Fencing	10	\$4,160			\$6,158		\$9,115		\$13,493	
5. New Paving, Curbs & Striping	10	\$20,000			\$29,605		\$43,822		\$64,868	
7. Roof Repair	15	\$10,000				\$18,009				
8. Common Area Sheet Flooring	15	\$3,000				\$5,403			\$9,730	
9. New Roof	25	\$40,000						\$106,633		
SH Common Area Expenses			\$0	(\$1,217)	(\$32,447)	(\$13,507)	(\$48,029)	(\$55,983)	(\$75,960)	(\$3,946)
SSC Common Area Expenses			\$0	(\$1,217)	(\$32,447)	(\$13,507)	(\$48,029)	(\$55,983)	(\$75,960)	(\$3,946)
SH Cumulative Contribution + Interest			\$7,960	\$42,223	\$88,824	\$107,212	\$149,448	\$158,153	\$158,424	\$137,740
SSC Cumulative Contribution + Interest			\$7,960	\$42,223	\$88,824	\$41,755	\$66,430	\$70,478	\$76,363	\$75,584
SH Common Reserve Balance			\$7,960	\$41,007	\$56,378	\$93,705	\$101,419	\$102,170	\$82,464	\$133,794
SSC Common Reserve Balance			\$7,960	\$41,007	\$56,378	\$28,248	\$18,401	\$14,495	\$403	\$71,638
<b>Total Common Reserve Balance</b>			<b>\$15,920</b>	<b>\$82,013</b>	<b>\$112,755</b>	<b>\$56,496</b>	<b>\$36,801</b>	<b>\$28,991</b>	<b>\$805</b>	<b>\$143,276</b>
<b>SSC Reserve Items</b>										
1. Window Coverings	5	\$2,000			\$2,960		\$4,382		\$6,487	
2. Interior Fixtures	5	\$3,000		\$3,650	\$4,441	\$5,403	\$6,573	\$7,998	\$9,730	\$11,838
3. Plumbing Fixtures	10	\$16,500			\$24,424		\$36,154		\$53,516	
4. Sheet Flooring: Carpet & Vinyl Tiles	15	\$6,000				\$10,806			\$19,460	
5. Shower & Tub Surrounds	15	\$800				\$1,441			\$2,595	
6. HVAC System	20	\$8,000					\$17,529			
7. . . . .	20	\$13,500					\$29,580			
8. Steel Doors & Frames	20	\$12,480					\$27,345			
SSC Only Expenses			\$0	(\$3,650)	(\$31,825)	(\$17,649)	(\$121,564)	(\$7,998)	(\$91,788)	(\$11,838)
SSC Cumulative Contribution + Interest			\$10,732	\$56,866	\$117,712	\$156,013	\$213,730	\$163,581	\$234,586	\$222,162
SSC Only Reserve Balance			\$10,732	\$53,216	\$85,887	\$138,363	\$92,166	\$155,584	\$142,798	\$210,324
<b>SSC Total Reserve Expenses</b>			<b>\$0</b>	<b>(\$4,867)</b>	<b>(\$64,272)</b>	<b>(\$31,156)</b>	<b>(\$169,593)</b>	<b>(\$63,980)</b>	<b>(\$167,749)</b>	<b>(\$15,784)</b>
<b>SSC Cumulative Contribution + Interest</b>			<b>\$18,691</b>	<b>\$99,089</b>	<b>\$206,537</b>	<b>\$197,768</b>	<b>\$280,160</b>	<b>\$234,059</b>	<b>\$310,949</b>	<b>\$297,746</b>
<b>SSC Total Balance</b>			<b>\$18,691</b>	<b>\$94,223</b>	<b>\$142,265</b>	<b>\$166,611</b>	<b>\$110,567</b>	<b>\$170,079</b>	<b>\$143,200</b>	<b>\$281,961</b>

Inflation Factors (assumes 4% annual)      1.04      1.22      1.48      1.80      2.19      2.67      3.24      3.95

Assumes a total annual contribution of \$18,691

32



EXHIBIT F

13630

TOTAL  
PAYMENTS

SSC Projected Replacement Payment Schedule  
Total Common Reserve

SSC Only Reserve

SSC Projected Replacement Payment Schedule								SSC Only Reserve							TOTAL PAYMENTS
Year	SH Amount	SSC Amount	Reserve Item #s	Replaced Amount	Balance	3% Earnings	Total	Year	SSC Amount	Reserve Item #s	Replaced Amount	Balance	3% Earnings	Total	
1	\$7,728	\$7,728		\$0	\$15,456	\$464	\$15,920	1	\$10,419			\$10,419	\$313	\$10,732	\$18,147
2	\$7,728	\$7,728			\$31,376	\$941	\$32,317	2	\$10,419			\$21,151	\$635	\$21,785	\$18,147
3	\$7,728	\$7,728			\$47,773	\$1,433	\$49,206	3	\$10,419			\$32,204	\$966	\$33,170	\$18,147
4	\$7,728	\$7,728			\$64,662	\$1,940	\$66,602	4	\$10,419			\$43,589	\$1,308	\$44,897	\$18,147
5	\$7,728	\$7,728	1	(\$2,433)	\$79,625	\$2,389	\$82,013	5	\$10,419	1 & 2	(\$3,650)	\$51,666	\$1,550	\$53,216	\$18,147
6	\$7,728	\$7,728			\$97,469	\$2,924	\$100,394	6	\$10,419			\$63,635	\$1,909	\$65,544	\$18,147
7	\$7,728	\$7,728			\$115,850	\$3,475	\$119,325	7	\$10,419			\$75,963	\$2,279	\$78,242	\$18,147
8	\$7,728	\$7,728			\$134,781	\$4,043	\$138,824	8	\$10,419			\$88,661	\$2,660	\$91,321	\$18,147
9	\$7,728	\$7,728			\$154,280	\$4,628	\$158,909	9	\$10,419			\$101,740	\$3,052	\$104,792	\$18,147
10	\$7,728	\$7,728	1-5	(\$64,894)	\$109,471	\$3,284	\$112,755	10	\$10,419	1-3	(\$31,825)	\$83,386	\$2,502	\$85,887	\$18,147
11	\$7,728	\$7,728			\$128,211	\$3,846	\$132,057	11	\$10,419			\$96,306	\$2,889	\$99,195	\$18,147
12	\$7,728	\$7,728			\$147,513	\$4,425	\$151,939	12	\$10,419			\$109,614	\$3,288	\$112,903	\$18,147
13	\$7,728	\$7,728			\$167,395	\$5,022	\$172,417	13	\$10,419			\$123,322	\$3,700	\$127,021	\$18,147
14	\$7,728	\$7,728			\$187,873	\$5,636	\$193,509	14	\$10,419			\$137,440	\$4,123	\$141,564	\$18,147
15	\$7,728	\$7,728	1, 6 & 7	(\$27,014)	\$181,951	\$5,459	\$187,409	15	\$10,419	1 & 2, 4 & 5	(\$17,649)	\$134,333	\$4,030	\$138,363	\$18,147
16	\$7,728	\$7,728			\$202,865	\$6,086	\$208,951	16	\$10,419			\$148,782	\$4,463	\$153,246	\$18,147
17	\$7,728	\$7,728			\$224,407	\$6,732	\$231,139	17	\$10,419			\$163,665	\$4,910	\$168,575	\$18,147
18	\$7,728	\$7,728			\$246,595	\$7,398	\$253,993	18	\$10,419			\$178,994	\$5,370	\$184,364	\$18,147
19	\$7,728	\$7,728			\$269,449	\$8,083	\$277,533	19	\$10,419			\$194,783	\$5,843	\$200,626	\$18,147
20	\$7,728	\$7,728	1-5	(\$96,059)	\$196,930	\$5,908	\$202,838	20	\$10,419	1-3 & 6-8	(\$121,564)	\$89,482	\$2,684	\$92,166	\$18,147
21	\$7,728	\$7,728			\$218,294	\$6,549	\$224,843	21	\$10,419			\$102,585	\$3,078	\$105,663	\$18,147
22	\$7,728	\$7,728			\$240,299	\$7,209	\$247,508	22	\$10,419			\$116,082	\$3,482	\$119,564	\$18,147
23	\$7,728	\$7,728			\$262,964	\$7,889	\$270,852	23	\$10,419			\$129,983	\$3,899	\$133,883	\$18,147
24	\$7,728	\$7,728			\$286,308	\$8,589	\$294,898	24	\$10,419			\$144,302	\$4,329	\$148,631	\$18,147
25	\$7,728	\$7,728	1 & 9	(\$111,965)	\$198,389	\$5,952	\$204,340	25	\$10,419	1 & 2	(\$7,998)	\$151,052	\$4,532	\$155,584	\$18,147
26	\$7,728	\$7,728			\$219,796	\$6,594	\$226,390	26	\$10,419			\$166,003	\$4,980	\$170,983	\$18,147
27	\$7,728	\$7,728			\$241,846	\$7,255	\$249,101	27	\$10,419			\$181,402	\$5,442	\$186,844	\$18,147
28	\$7,728	\$7,728			\$264,557	\$7,937	\$272,494	28	\$10,419			\$197,263	\$5,918	\$203,181	\$18,147
29	\$7,728	\$7,728			\$287,950	\$8,639	\$296,589	29	\$10,419			\$213,600	\$6,408	\$220,008	\$18,147
30	\$7,728	\$7,728	1-5, & 7	(\$151,921)	\$160,124	\$4,804	\$164,928	30	\$10,419	1-5	(\$91,788)	\$138,639	\$4,159	\$142,798	\$18,147
31	\$7,728	\$7,728			\$180,384	\$5,412	\$185,795	31	\$10,419			\$153,217	\$4,596	\$157,813	\$18,147
32	\$7,728	\$7,728			\$201,251	\$6,038	\$207,289	32	\$10,419			\$168,232	\$5,047	\$173,279	\$18,147
33	\$7,728	\$7,728			\$222,745	\$6,682	\$229,427	33	\$10,419			\$183,698	\$5,511	\$189,209	\$18,147
34	\$7,728	\$7,728			\$244,883	\$7,346	\$252,230	34	\$10,419			\$199,628	\$5,989	\$205,617	\$18,147
35	\$7,728	\$7,728	1 & 6	(\$7,892)	\$259,793	\$7,794	\$267,587	35	\$10,419	1 & 2	(\$11,838)	\$204,198	\$6,126	\$210,324	\$18,147
<b>\$270,480</b>								<b>\$364,665</b>							<b>\$635,145</b>
<b>\$270,480</b>		<b>\$270,480</b>		<b>(\$462,178)</b>		<b>\$188,805</b>		<b>\$267,587</b>		<b>(\$286,312)</b>		<b>\$210,324</b>		<b>\$635,145</b>	

*Rent and Utility Arrangements - Sobering Support Center*

<u>Expenses Items</u>	<u>Year 1</u>	<u>Assumptions</u>
Insurance	\$1,750	3,500/2. Based on quote of fire, property, flood & earthquake insurance.
Common Electric	\$6,000	\$12,000/2. Based on estimate of energy use for common area electric
Common Water - Submeter	\$1,700	\$3,400/2. Based on estimate of shared outside water usage.
1st Floor Water - Submeter	\$11,210	\$10,750. Based on Sea Water Dept. estimates of 80 gallons per person daily use.
Common Area Repairs	\$7,000	\$14,000/2. Supplies and outside labor, based on CPC experience.
Common Area Maintenance	\$13,650	\$27,300/2. Based on CPC's cost of for 15 hours @ \$35 per week.
Audit	\$3,500	\$7,000/2. Based on CPC estimates.
Administration/Management	6,931	Based on 15% of cost, minus mgmt. and contingency, for CPC admin./mgmt.
Fire Sprinkler monitoring & phone	\$800	\$1,600/2. Based on CPC property management estimates.
Landscaping	\$600	\$1,200/2. Based on CPC property management estimates.
Common Area Utility Credit	(\$300)	Credit for utility expenses for downstairs common areas at \$25 per month.
15% Contingency	\$7,664	15% Contingency of projected costs for unanticipated expenses.
<b>Estimated 12 month expenses</b>	<b>\$60,504</b>	
<b>Estimated monthly expenses</b>	<b>\$5,042</b>	

Utility Information

Gas - One meter for each program; separately metered.

Water/Sewer - One meter: 3 submeters, one for each program, one for outside "common" water.

Electricity- 2 panels each program, one "common" panel that includes exterior lighting, elevator, stair lighting, and water heater.