



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**Ordinance 19509**

**Proposed No. 2022-0308.2**

**Sponsors McDermott**

1 AN ORDINANCE authorizing the execution of a new lease  
2 to support the operation of the department of public  
3 defense; and declaring an emergency.

4 **STATEMENT OF FACTS:**

5 For the lease from Meeker St. Law Building, LLC, located at 420 West  
6 Harrison Street, Kent, within council district five, the facilities  
7 management division determined that there was not an appropriate county-  
8 owned option and successfully negotiated to lease space.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 **SECTION 1. Findings:**

11 A. King County, for its department of public defense, has leased the same space  
12 that is the subject of the been occupying the same space in the Meeker Building since at  
13 least 2016. That 2016 lease has expired and the county has been in holdover status since  
14 then.

15 B. The landlord, Meeker St. Law Building, LLC, has already executed the  
16 proposed lease, which is attachment A to this ordinance. Under the terms of the proposed  
17 lease, unless the county executes it by September 30, 2022, the landlord reserves the right  
18 to rescind the proposed lease, thereby terminating the county's holdover status under the  
19 old lease. The effect will leave the department without a lease and subject to having to  
20 surrender the space to the landlord.

Ordinance

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21            SECTION 2. The executive is authorized to execute an agreement to lease space  
22 at 420 West Harrison Street in Kent from Meeker St. Law Building, LLC, substantially in  
23 the form of Attachment A to this ordinance, contingent upon both parties executing an  
24 amendment to the lease agreement substantially in the form of Attachment B to this  
25 ordinance. Upon execution of both the agreement and the amendment, the executive is  
26 authorized to take all actions necessary to implement the terms of the amended lease  
27 agreement.

28            SECTION 3. The county council finds as a fact and declares that an emergency  
29 exists and that this ordinance is necessary for the immediate preservation of public peace,

Ordinance

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- 30 health or safety or for the support of county government and its existing public
- 31 institutions.


Ordinance was introduced on 9/6/2022 and passed by the Metropolitan King County Council on 9/27/2022, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
  
7E1C273CE9994B6...  
Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
  
8DE1BB375AD3422...  
Melani Pedroza, Clerk of the Council

**Attachments:** A. Lease Agreement, B. Amendment 1 to Lease Agreement with Meeker St. Law Building, LLC

**ATTACHMENT A:**

**LEASE AGREEMENT**

**LEASE**

THIS LEASE AGREEMENT ("Lease"), is made and entered into between MEEKER ST. LAW BUILDING, LLC, a Washington Limited Liability Company ("Landlord"), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("Tenant"). Landlord and Tenant are sometimes referred to herein individually as a "party" and together as the "parties."

**1. Basic Lease Information**

- 1.1 Lease Date: April 1, 2022 (*for reference purposes only*). This Lease shall be effective as of the date it has been executed by both parties, the ("Effective Date).
- 1.2 Landlord: Meeker St. Law Building, LLC, a Washington Limited Liability Company.
- 1.3 Tenant: King County, a home rule charter county and political subdivision of the State of Washington.
- 1.4 Building: Located at: 420 West Harrison Street, Kent, WA 98032, on that certain real property that is legally described on the attached Exhibit A ("Real Property").
- 1.5 Premises: The area depicted on the attached Exhibit B, containing approximately 24,370 rentable square feet  
  
Tenant's Pro Rata Share: 89.6%  
(24,370 RSF in the Premises/ 27,200 RSF in the Building)
- 1.6 Permitted Use: General office and/or any other legally permissible use
- 1.7 Initial Term: Seven (7) years
- 1.8 Extended Term(s): Three (3) options to extend of one (1) year per option term.
- 1.9 Lease Commencement Date: July 1, 2022
- 1.10 Rent Commencement Date: July 1, 2022

1.11 Expiration  
Date: June 30, 2029

1.12 Base Rent:

Months Date Ranges	Base Rent per rentable square foot per annum	Base Rent per month
1-12 7/1/22 - 6/30/23	\$23.00	\$46,709.17
13-24 7/1/23 - 6/30/24	\$23.69	\$48,110.44
25-36 7/1/24 - 6/30/25	\$24.40	\$49,552.33
37-48 7/1/25 - 6/30/26	\$25.13	\$51,034.84
49-60 7/1/26 - 6/30/27	\$25.89	\$52,578.28
61-72 7/1/27 - 6/30/28	\$26.67	\$54,162.33
73-84 7/1/28 - 6/30/29	\$27.47	\$55,786.99

1.13 Security Deposit: None.

1.14 Landlord's Address for Notices:

Meeker St. Law Building, LLC  
7420 SE 24<sup>th</sup> St., Suite 4  
Mercer Island, WA 98040-2340

1.15 Tenant's Address for Notices:

King County  
Attn: Real Estate Services  
500 4<sup>th</sup> Ave, Suite 830  
Seattle, WA 98104

And by Email to: [RES-LeaseAdmin\(ci\).kingcounty.gov](mailto:RES-LeaseAdmin(ci).kingcounty.gov)

## 2. Premises; Tenant Improvements.

2.1 Premises. Landlord hereby leases the Premises to Tenant for the Term set forth above. Tenant, at its sole option, may elect to remeasure the Premises pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square footage of the Premises varies

from that set forth in Section 1.5 above, the parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same. Parties shall agree to building square footage prior to Lease execution.

Landlord also grants Tenant a nonexclusive license to use those portions of the Building made available from time to time by Landlord for the common use and enjoyment of Tenant, Landlord, and other tenants of the Building and their guests and invitees (the "Common Areas"). Landlord shall have the right to do and perform all such acts in and to the Common Areas as Landlord shall determine in its reasonable discretion, including without limitation reconfiguring and temporarily closing the same from time to time, so long as Landlord does not adversely affect Tenant's use and enjoyment of the Premises.

2.2 Tenant Improvements. Landlord, at Landlord's sole cost and expense without pass-through to Tenant, shall deliver the Premises to Tenant with the Tenant Improvements complete and accepted by Tenant, as defined in Exhibit C.

### 3. Term.

3.1 Lease Commencement Date. This Lease shall commence on July 1, 2022 ("Lease Commencement Date" or "Commencement Date"). The Lease Commencement Date is subject to the completion of the latter of the following two conditions: (a) approval by ordinance of the King County Council, and (b) mutual execution of this Lease Agreement. In the event the aforementioned conditions have not occurred on or before July 1, 2022, the Lease Commencement Date shall be retroactive to July 1, 2022. Notwithstanding the foregoing, Tenant's obligation to pay any retroactive Base Rent shall be contingent upon approval of this Lease by the King County Council. Within thirty (30) days after the Commencement Date is established, the parties shall confirm and reiterate said Commencement Date in writing through a Lease Commencement Date Memo in the form of Exhibit D.

3.2 Landlord Consent to Potential Holdover. The current lease between the parties dated December 12, 2015 ("the 2015 Lease") expires June 30, 2022. Pursuant to Section 35 of the 2015 Lease, Tenant is subject to holdover rent at one hundred twenty five percent (125%) of the base rent in effect as of the expiration of the 2015 Lease unless Landlord provides prior written consent. In the event the King County Council does not approve of this Lease until after June 30, 2022, the parties hereby agree that Landlord's execution of this Lease acts as Landlord's consent to Tenant being in holdover pursuant to the 2015 Lease. Tenant shall continue to pay the base rent in effect as of June 30, 2022 until this Lease is approved by the King County Council. At the end of any holdover period pursuant to Section 35 of the 2015 Lease, Landlord shall calculate the prorated amount of rent Tenant overpaid and a refund shall be reimbursed to Tenant within sixty (60) days of the end of the holdover period. Notwithstanding the foregoing, if the Lease Effective Date has not occurred by September 30, 2022, Landlord reserves the right to rescind this Lease.

3.3 **Expiration Date.** This Lease shall expire on the date set forth in Section 1.11 above ("Expiration Date").

3.4 **Extension Option.** Tenant is hereby granted the option to extend the initial Term for three (3) successive periods of one (1) year each an ("Extended Term"). This option to extend may be exercised by Tenant only by giving Landlord written notice no less than three (3) months prior to the last day of the initial Term or the last day of each Extended Term. Tenant's extension option shall apply to all of the Premises then leased by Tenant under this Lease. From and after the commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written. The Base Rent for each Extended Term shall include a three percent (3%) annual increase over the prior year.

4. **Permitted Use.** The Premises may be used by Tenant for the uses set forth in Section 1.6 above. Landlord represents and warrants to Tenant that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5. **Rent.** Tenant covenants and agrees to pay Landlord, at Landlord's Notice Address set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Term (the "Base Rent"). Base Rent for any fractional calendar month at the beginning or end of the Term shall be prorated. In addition to the Base Rent, in the same manner and at the same time as the payment of Base Rent, Tenant shall pay its Pro Rata Share of Operating Costs as further described below in Section 8 ("Additional Rent"). Base Rent and Additional Rent are collectively referred to as the "Rent."

6. **Security Deposit.** None.

7. **Utilities and Services.** Landlord shall at all times furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building; (iii) janitorial service, recycling and trash removal on weekdays, other than national holidays, and such carpet cleaning and window washing as may from time to time be reasonably required; (iv) elevators for ingress and egress to the floor on which the Premises are located; (v) replacement of Building-standard light bulbs and fluorescent tubes in the Premises; (vi) electrical current reasonably sufficient for Tenant's use; and (vii) sewer service. Tenant shall furnish its own telephone, internet and cable service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. Tenant shall have all rights and remedies available at law under this Lease. Unless otherwise elected by Tenant, any utilities that are separately metered to the Premises shall be paid directly to the providing utility by Tenant, and upon such payment Tenant shall not be



assessed any percentage of the cost of such utilities in Operating Costs (other than reasonable amounts applicable to any common areas).

**8. Operating Costs.** This is a "triple-net" lease, which means that Tenant is to pay Tenant's Percentage Share of all commercially reasonable costs of ownership, management, operation and maintenance of the Building throughout the Lease Term in accordance with the terms of this Lease. Therefore, in addition to the Base Rent provided in Section 5 above, Tenant agrees to pay Tenant Additional Rent based upon Tenant's Percentage Share of the total dollar amount of Operating Expenses incurred by Landlord related to the Premises and the Building in each Accounting Period. An "Accounting Period" is a calendar year except that the first Accounting Period shall commence on the date the Lease Term commences and the last Accounting Period shall end on the date the Lease Term expires or terminates. "Tenant's Percentage Share" means eighty-nine and six tenths percent (89.60%), the ratio that the rentable square feet of the Premises bears to the total rentable square feet of the Building. The ratio may be adjusted from time to time as the project development increases or decreases in building square footage. The estimated Additional Rent payable by Tenant at the start of the Lease Term shall be \$28,562.50 per month. For items separately billed, or items allocated exclusively to the Premises, Tenant's share shall be the entire cost thereof.

Landlord may charge Tenant more for a particular Operating Expense if Tenant uses more of the specific service than other tenants do. Landlord may charge Tenant on a "fair and reasonable basis" for the amount of usage rather than on a percentage of space occupied or square footage used.

The term "Operating Expenses" means all costs of, management, operation, and maintenance of the Building, Premises, and Common Areas including, without limitation, the following: security, wages, salaries, fringe benefits, and other direct and indirect costs of employees performing services directly related to the Building, Premises, and Common Areas, to the extent so employed; janitorial, cleaning, landscaping, guard and other services; costs incurred in connection with any attempts to control trespassing, picketing, demonstrations, gatherings or assemblies, vandalism, thefts, and any other interference with the use of Common Areas; gas, electricity, water, sewer and sewer line cleaning, waste disposal, and other utilities; heating, ventilation and air-conditioning; window-washing; materials and supplies; painting, repairs, and other maintenance; pest and rodent control and extermination; parking lot resurfacing and restriping, as well as cleaning, sweeping, and ice and snow removal; maintenance, repair, replacement, permanent change and service of equipment, including without limitation the HYAC system, alarm systems, elevator equipment, and other equipment; costs of independent contractors; reasonable property management fees and expenses; accounting and record keeping expenses related to Operating Expenses; audit expenses; insurance and insurance deductibles of any kind; taxes, assessments and other governmental and utility charges of any kind relating to the building or parking; the cost of any repair, renovation, alteration, and improvement required to be made by Landlord under any governmental law, rule or regulation; depreciation on personal property; supplying directional signs, other markers, and car stops; an allowance to Landlord for Landlord's supervision of maintenance and operation of the Common Areas; and any other expense or charge which in accordance with generally accepted accounting and

management principles would be considered a cost of ownership, management, operation, and maintenance of the Building. The determination of Operating Expenses and their allocation to the tenants shall be made by Landlord.

Landlord shall give Tenant notice of its estimate of the annual budgeted amounts payable under this Section for each Accounting Period. On the first day of each month during the ensuing Accounting Period, Tenant shall pay to Landlord one twelfth (1/12) of such estimated amounts, provided, that if such notice is not given prior to the commencement of such ensuing Accounting Period, Tenant shall continue to pay on the basis of the prior Accounting Period's estimate until such notice is given. If at any time or times it appears to Landlord that the amounts payable under this clause for the current Accounting Period will vary from its estimate, Landlord may, by notice to Tenant, revise its estimate for such Accounting Period, and subsequent payments by Tenant for such Accounting Period shall be based upon such revised estimate.

After each Accounting Period, Landlord shall use diligent efforts to deliver to Tenant a statement of amounts payable under this Section (the "Operating Expenses Cost Statement") for such Accounting Period. If any Operating Expenses Statement shows an amount owing by Tenant that is less than the estimated payments for such Accounting Period previously made by Tenant, and if Tenant is not then delinquent in the payment for sums due to Landlord under this Lease, then it shall be accompanied by a refund of the excess. If any Operating Expenses Statement shows an amount owing by Tenant that is more than the estimated payments for such Accounting Period previously made by Tenant, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of the Operating Expenses Statement. If Tenant fails to reimburse the deficiency to Landlord within thirty (30) days after receiving the Operating Expenses Statement, two and a half percent (2.5%) of the amount due will be added to Tenant's account every month.

However, Landlord's failure to timely provide such Operating Expenses statement after any Accounting Period shall in no way excuse Tenant from its obligation to pay Tenant's Percentage Share of Operating Expenses or constitute a waiver of Landlord's right to bill and collect Tenant's Percentage Share of Operating Expenses from Tenant in accordance with this Section.

In addition, Landlord may include as part of Operating Expenses the amortized portion of an unanticipated major Operating Expense over a period of years on a straight line basis and in accordance with generally accepted accounting principles instead of assessing the expense and billing Tenant for a lump sum payment in the Accounting Period in which such Operating Expense is incurred.

Tenant may inspect Landlord's books and records related to the amount of Operating Expenses charged to Tenant, subject to the following: (a) Such review may be performed only at Landlord's offices during normal business hours after reasonable notice; and (b) Tenant may conduct the review only once each year during the sixty (60) day period starting on the date that Landlord provides a reconciliation for an Accounting Period pursuant to this Section 8 (this review by Tenant may cover the prior one year only, and if the review is not

requested in writing and completed by Tenant by the end of the sixty (60) day period, no review or audit or challenge of the Additional Rent for the most recent prior year, or any other prior years, may be made); and (c) Tenant shall pay all of Tenant's and Landlord's costs of the inspection, including an hourly fee of \$50.00 for time spent by each employee or agent of Landlord in assisting and cooperating in the inspection; provided, however, that Tenant shall not be required to pay any of Landlord's costs, or an hourly fee to Landlord, if such review discovers that Landlord overcharged Tenant by more than three percent (3%); and (d) Tenant is not in violation or default under any provisions of this Lease. The results of the audit and any information obtained by Tenant from the audit or Tenant's review of Landlord's books and records shall be kept confidential and not disclosed to any person or entity (including, without limitation, any other tenant of the Building), other than in accordance with Tenant's obligations pursuant to the Washington Public Records Act. Landlord, at its option, may require that Tenant's auditor execute a confidentiality agreement incorporating the terms and conditions of this paragraph.

The audit rights extend and are personal only to the original Tenant named in this Lease on the execution date. Such audit right is neither assignable nor transferable by the original Tenant. No assignee or transferee shall have any right to conduct an audit under this Lease nor cause nor request the original Tenant to do so, regardless of whether such assignee or transferee has assumed the obligations of the original Tenant under this Lease. Upon assignment or transfer of this Lease by Tenant, such audit right shall automatically terminate and become null and void.

In determining Tenant's Percentage Share of Operating Expenses which vary based on occupancy of the Building (such as utility and janitorial costs), if less than one hundred percent (100%) of the Building shall have been occupied by tenants at any time during a Lease Year, Tenant's Percentage Share of Operating Expenses shall be adjusted to an amount, determined by Landlord in its reasonable discretion, which would be expected had such occupancy been one hundred percent (100%) throughout the applicable Lease Year; however, in no event shall Landlord recover from Tenant and other tenants more than one hundred percent of Operating Costs actually incurred by Landlord in the applicable Lease Year.

Tenant shall pay as rent monthly, in addition to the Base Rent and Additional Rent during the Lease Term such "Special Building Operating Expenses" as are required and incurred as a result of Tenant's occupancy and use of the Premises, or any part thereof, and which are in addition to normal business Operating Expenses, which Special Building Operating Expenses shall include without limitation, unusual utility costs; unusual heat, air conditioning or water requirements; and any increase in insurance premiums attributable to Tenant's business and/or use or occupancy of the Premises.

If, after a good faith effort, Landlord and Tenant are unable to resolve a dispute concerning the calculation of Operating Expenses in accordance with this Section, either party may submit the dispute to binding arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect; provided there shall be only one (1) arbitrator. Judgment upon the award may

be entered in any court having jurisdiction. The cost and expenses of the arbitration shall be divided equally between Landlord and Tenant.

**9. Maintenance and Repairs.** Landlord shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to electrical, interior lighting (including replacement of light bulbs, ballasts and starters as required); plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; pest control (including keeping Building free from infestation of pests and conditions which might result in harborage for, or infestation of pests, including, but not limited to, rodents, insects, and birds in numbers to the extent that a nuisance is created); parking lot (including snow removal and de-icing, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

**10. Sublease and Assignment.** Tenant reserves the right to substitute any of its agencies, subsidiaries, affiliates, working partnerships or successor companies as occupants of the Premises without Landlord's consent. Tenant shall also have the right, at any time, to assign all or any portion of Tenant's Premises to any unrelated entities with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

**11. Alterations and Improvements.** Tenant shall be entitled to perform alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable costs. Tenant may from time to time remove any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed \$25,000 per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Building system or the structural strength of the Building, and (iv) do not require penetrations into the roof of the Building.

**12. Damage and Destruction.** If the Premises are damaged or destroyed by any risk to be covered by the insurance to be carried by Landlord, Landlord shall restore the Premises

(except for Tenant Improvements, trade fixtures, and personal property which shall be restored by Tenant at Tenant's sole expense) as nearly as practicable to their condition immediately prior to such damage or destruction. The obligations to restore provided in this clause shall be subject to Landlord's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted. In the event the restoration is not complete, and the Premises are unfit for occupancy within six (6) months of date of damage or destruction, this Lease shall terminate. Landlord shall not be liable for any consequential damages by reason of any such damage or destruction. Landlord will utilize insurance coverage proceeds to pay for construction whenever practicable, and will not attempt to recover directly from Tenant the costs of such construction except for the uninsured deductible portion of the cost, which shall be considered an operating expense.

Notwithstanding any of the foregoing provisions of this clause, in the event the Premises shall be destroyed or damaged to such an extent that Landlord elects not to restore the same, then Landlord may terminate this Lease as of the date of the damage or destruction by giving Tenant notice to that effect within sixty (60) days of the date of damage or destruction.

If Landlord undertakes to restore the Premises as provided in this Section, then commencing with the date of the damage or destruction and continuing through the period of restoration, the Rent for the Premises shall be abated for such period in the same proportion as the untenable portion of the Premises bears to the whole thereof, except that there shall be no abatement to the extent the damage or destruction is solely due to Tenant exceeding the allowable weight limits for the file room located within the Premises.

No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any damage or destruction, repair or restoration of any portion of the Premises or the Building.

Landlord will not carry insurance of any kind on any improvements or alterations paid for by Tenant under this Lease, or on Tenant's furniture, furnishings, fixtures, or equipment, and Landlord shall not be obligated to repair any damage thereto or replace the same. Tenant shall insure its improvements in accordance with Section 15 and proceeds of such insurance shall be used in any repair or restoration of the Premises.

**13. Condemnation.** If any portion of the Premises, Building or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, in Tenant's sole judgment, for Tenant's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease shall

continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall be entitled to terminate this Lease upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's award.

**14. Indemnity and Hold Harmless.** Each party shall defend, indemnify and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") arising out of the negligent acts or omissions of their respective agents, officers, employees, and contractors in the exercise of rights and obligations under this Lease and acting in the scope of their employment. Where such Claims result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence. Each of the parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a party incurs any judgment, award, and/or other cost arising from a Claim, or to enforce the provisions of this Section 14, including reasonable attorney fees, all such expenses and costs shall be recoverable from the responsible party to the extent of that party's negligence.

**15. Insurance.**

15.1 Landlord acknowledges that Tenant, a Charter County Government organized under the Constitution of the State of Washington, maintains a fully funded self-insurance program for the protection and handling of Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. Upon Landlord's request, Tenant shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a Commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall at all times maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease.



15.2 Landlord shall maintain throughout the Term Commercial General Liability Insurance, including Tenant as additional insured with respect to their interest, and an All Risk Property Insurance policy covering loss of or damage to the Building (including tenant improvements and subsequent alterations) in the full amount of its replacement cost with endorsement to cover code changes. Landlord hereby waives and releases any right of recovery (including by way of subrogation) against Tenant, its officers, officials, employees and agents, for any loss or damage sustained by Landlord with respect to the Building or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage can be insured against by a Property Insurance policy or is required hereunder to be insured against.

**16. Reserved.**

**17. Liens.** Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

**18. Quiet Possession.** Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the Lease Term.

**19. Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Rent during Tenant's holding over shall be up to one hundred twenty-five percent (125%) of the Base Rent payable in the last full month prior to the termination hereof at Landlord's sole discretion. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

**20. Non-Discrimination.** Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16. Landlord shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any

violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 20.

**21. Default.**

21.1 The following occurrences shall each constitute a default by Tenant (an "Event of Default" or "Default"):

A. Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following ten (10) business days' notice from Landlord of the failure to pay.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 Landlord Default; Remedies. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

**22. Remedies.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 Termination of Lease. Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel Tenant from the Premises and anyone claiming through or under Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part



of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

**23. Costs and Attorney's Fees.** If Tenant or Landlord engage the services of an attorney to collect monies due or to 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 other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

**24. Hazardous Material.**

24.1 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to the best of Landlord's knowledge there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law and (ii) shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred either during or after the Lease term as the result of such release.

24.3 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred either during or after the Lease term ("Claims") to the extent that said Claims are a result of said breach. Tenant shall promptly notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes commingled with Hazardous Material released by Landlord or other parties, nothing in this Lease shall prevent Tenant from seeking to recover costs, expenses or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

24.5 Landlord shall remediate any Hazardous Material discovered in the course of carrying out Landlord's Work at Landlord's sole cost and expense.

24.6 Each of the parties agrees that its obligations under this Section 24 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

24.7 The provisions of this Section 24 shall survive expiration or earlier termination of this Lease.

24.8 All claims, judgments, damages, penalties, fines, costs, liabilities and losses involving the release or presence of Hazardous Material shall be subject to this Section 24, and not the indemnity and liability provisions of Section 14.

## 25. General.

25.1 Heirs and Assigns; No Third-Party Beneficiaries. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns. This Lease creates no right, privilege, duty, obligation, or cause of action in any person or entity not a party to it.

25.2 Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

25.3 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

25.5 Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such

party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

25.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

25.7 Addenda/Exhibits. The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

- Exhibit A: Legal Description
- Exhibit B: Diagram of the Premises
- Exhibit C: Tenant Improvement Addendum
- Exhibit D: Lease Commencement Date Memorandum
- Exhibit E: Rules and Regulations

25.8 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

**26. Reserved.**

**27. Signage.** Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole cost and expense and in compliance with all applicable laws.

**28. Self Help.** Notwithstanding anything to the contrary, if Landlord fails to make and complete any maintenance or repair obligation of Landlord within twenty-four (24) hours of notice from Tenant with respect to any item of maintenance or repair that is deemed necessary by Tenant for its use of the Premises, or within thirty (30) days of notice from Tenant with respect to any other Landlord maintenance or repair obligation, then Tenant shall be entitled to take such actions and make such repairs to the Premises, Building or property associated with the same, as Tenant may deem necessary to correct such interruption, and Landlord shall reimburse Tenant for the cost of the same within thirty (30) days of invoice.

**29. Subordination, Nondisturbance and Attornment.** This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, or the Building, and Tenant agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, Landlord or beneficiary ("Landlord's Successor") agrees in a written instrument in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any

mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

**30. Estoppel Certificates.** Upon Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may reasonably request. Nothing herein shall, be construed to create or impose a duty upon Tenant to conduct an investigation or incur any out of pocket costs in responding to Landlord's request for an estoppel certificate. For purposes of clause (d) of the preceding sentence, Tenant's knowledge may be limited to the actual knowledge of an authorized representative of Tenant with responsibility for the administration of this Lease. Tenant will deliver the statement to Landlord within fifteen (15) business days after Landlord's request. Landlord may give any such statement by Tenant to any lender, prospective lender, investor or purchaser of all or any part of the Premises or Building and any such party may conclusively rely upon such statement as true and correct.

**31. Rules and Regulations.** Tenant shall be bound by and shall comply with the rules and regulations attached as Exhibit E, to the extent those rules and regulations are not in conflict with the terms of this Lease, as well as any reasonable rules and regulations hereafter adopted by Landlord for all tenants of the Building, upon notice to Tenant thereof (collectively, the "Building Rules").

**32. Surrender of Premises.** At the end of the term of this Lease or any extension thereof or other sooner termination, Tenant will peacefully deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and Tenant will deliver all keys to the Premises to Landlord. Tenant shall also remove all equipment, trade fixtures, and personal property from the Premises. Tenant shall not be required to remove any alterations, improvements, or Landlord's Work.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date the date and year set forth below.

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

**LANDLORD:**

MEEKER ST. LAW BUILDING, LLC, a Washington Limited Liability Company

By: \_\_\_\_\_

*MBA*

Name: \_\_\_\_\_

*M Bruce Anderson*

Title: \_\_\_\_\_

*Member*

Date \_\_\_\_\_

*April 4, 2022*

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that **M. Bruce Anderson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged him as the YL, Vl. b-1-t2.. of **Meeker St. Law Building LLC, a Washington Limited Liability Company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4<sup>th</sup> day of April, 2022.



*Allyse Bourm*

NOTARY PUBLIC

Print Name: ft1/S-i: 6\wvn

My commission

Expires: 1/2...i/t...Jf

(Use this space for notarial stamp/seal)

Page 19 of 31

**TENANT:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_

Name: Anthony O. Wright

Title: Director of the Facilities Management Division of the Department of Executive Services of King County

Date \_\_\_\_\_

STATE OF WASHINGTON)

) ss

COUNTY OF KING

)

I certify that Anthony O. Wright signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged him as the Director of the Facilities Management Division of the Department of Executive Services of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My commission

Expires: \_\_\_\_\_

APPROVED AS TO FORM:

By: - i:=-?"T ;, . \_  
Darren Thompson, Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL  
AGENCY:

By: \_\_\_\_\_



**EXIDBIT A**  
Legal Description

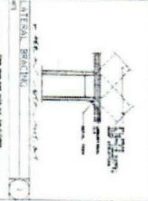
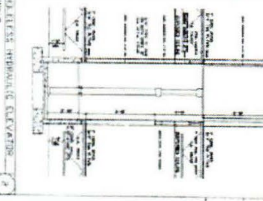
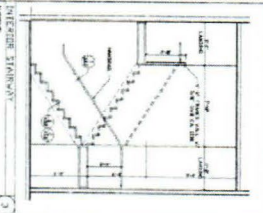
YESLER'S FIRST ADDITION TO KENT LOTS 1 THRU 3 & 18 THRU 20 AND W20 FT OF LOTS 4 & 17 ALL IN BLK 5 (AS DESCRIBED & DELINEATED PER CITY OF KENT LOT LINE ADJUSTMENT NO LL-97-16 RECORDING NO 9711041546) EXC PORTION THEREOF CONVEYED TO CITY OF KENT BY DEED UNDER RECORDING NO 9711242387 OAF: BEGINNING AT NW CORNER OF LOT 1 BLK 5 YESLER'S FIRST ADDITION TO TOWN OF KENT TH N89-39-00E ALONG N LINE OF SAID LOT 5.80 FT TO POINT OF CURVATURE TO LEFT RADIUS OF WHICH BEARS S00-21-00E 6.00 FT TH SWLY ALONG ARC OF SAID CURVE THRU CENTRAL ANGLE OF 88-01-58 DISTANCE OF 9.22 FT TOW LINE OF SAID LOT TH N01-37-02E ALONG SAID W LINE 5.80 FT TO POB



EXHIBIT B  
Diagram of Premises

PROPOSAL FOR:  
MEEKER STREET LAW BUILDING  
425 MEEKER STREET  
KENT, WASHINGTON

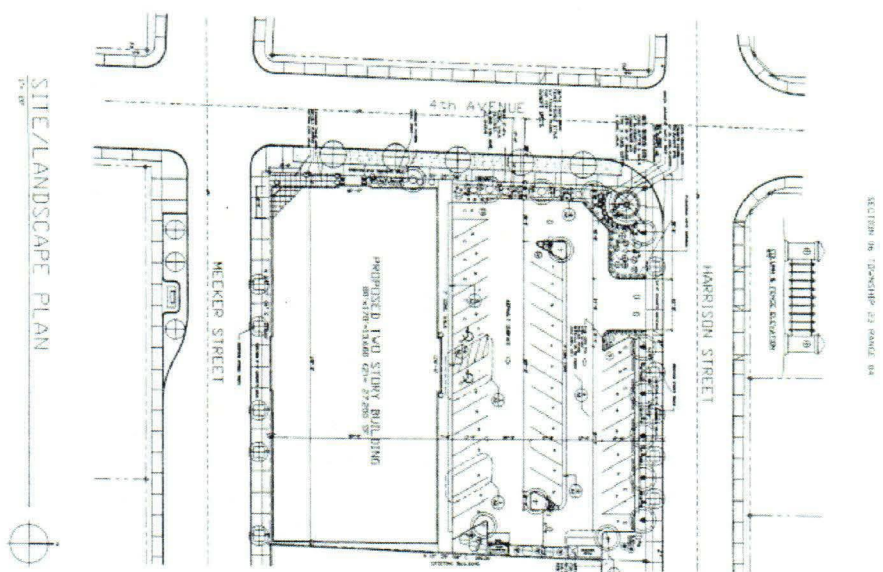
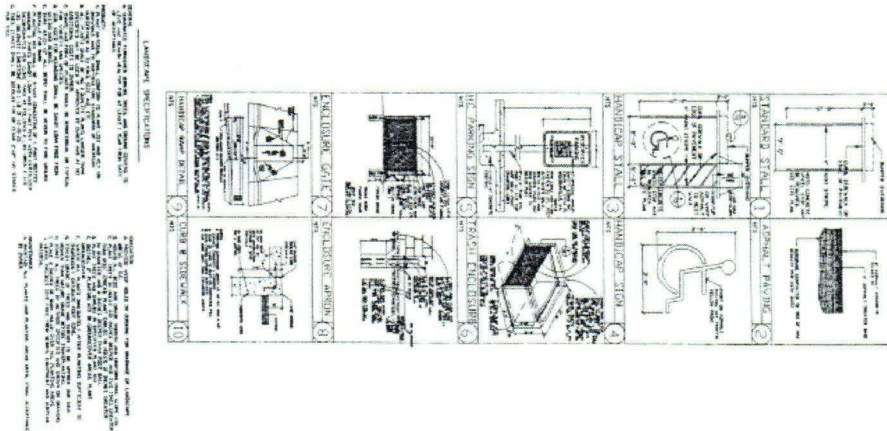
1. ALL CONSTRUCTION SHALL CONFORM TO THE DCA  
2. ALL CONSTRUCTION SHALL CONFORM TO THE IBC  
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GENERAL NOTES	CONSULTANTS	LEGAL DESCRIPTION	VICINITY MAP
1. ALL CONSTRUCTION SHALL CONFORM TO THE DCA 2. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 3. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 4. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 5. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 6. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 7. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 8. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 9. ALL CONSTRUCTION SHALL CONFORM TO THE IBC 10. ALL CONSTRUCTION SHALL CONFORM TO THE IBC	CONSULTANTS: COMMERCIAL BY DESIGN 1401 16TH AVENUE SW SEATTLE, WA 98148 PH: (206) 467-1111 FAX: (206) 467-1112 WWW: CBDESIGN.COM	LEGAL DESCRIPTION: LOT 1, BLOCK 1, MEKER STREET IN THE CITY OF WASHINGTON TAX ACCOUNT# 982570-0245-04 DEFERRED SUBMITTALS: 1. DESIGN REVIEW - JULY 15, 1997 2. STRUCTURAL - JULY 15, 1997 3. ELECTRICAL - JULY 15, 1997 4. MECHANICAL - JULY 15, 1997 5. PLUMBING - JULY 15, 1997 6. ELEVATOR - JULY 15, 1997	

PROJECT: MEEKER STREET LAW BLDG  
 425 MEEKER STREET  
 KENT, WASHINGTON  
 COVER SHEET

COMMERCIAL BY DESIGN  
 EDMONDS WA 98026  
 PHONE & FAX (206) 743-9680



**PROJECT SCHEDULE**

1. PRELIMINARY DESIGN
2. PERMITTING
3. CONSTRUCTION
4. COMPLETION

1. PRELIMINARY DESIGN: 10/15/04 - 11/15/04

2. PERMITTING: 11/15/04 - 12/15/04

3. CONSTRUCTION: 12/15/04 - 03/15/05

4. COMPLETION: 03/15/05

**PROJECT DATA**

PROJECT NO. 982570-0245-04

CLIENT: LEON, INCORPORATED

ADDRESS: 14211 61st PLACE WEST, EDMONDS, WA, 98026

TAX ACCOUNT # 982570-0245-04

**DESIGNER**

COMMERCIAL BY DESIGN

14211 61st PLACE WEST

EDMONDS, WA, 98026

PHONE & FAX (425)743-9660

**DATE**

10/15/04

**SCALE**

AS SHOWN

DATE	REVISION
10/15/04	DESIGN DEVELOPMENT
11/15/04	PERMITTING
12/15/04	CONSTRUCTION
03/15/05	COMPLETION

**PROJECT**

MEEKER STREET LAW BLDG.

400 MEEKER STREET

EDMONDS, WA 98026

COMMERCIAL BY DESIGN

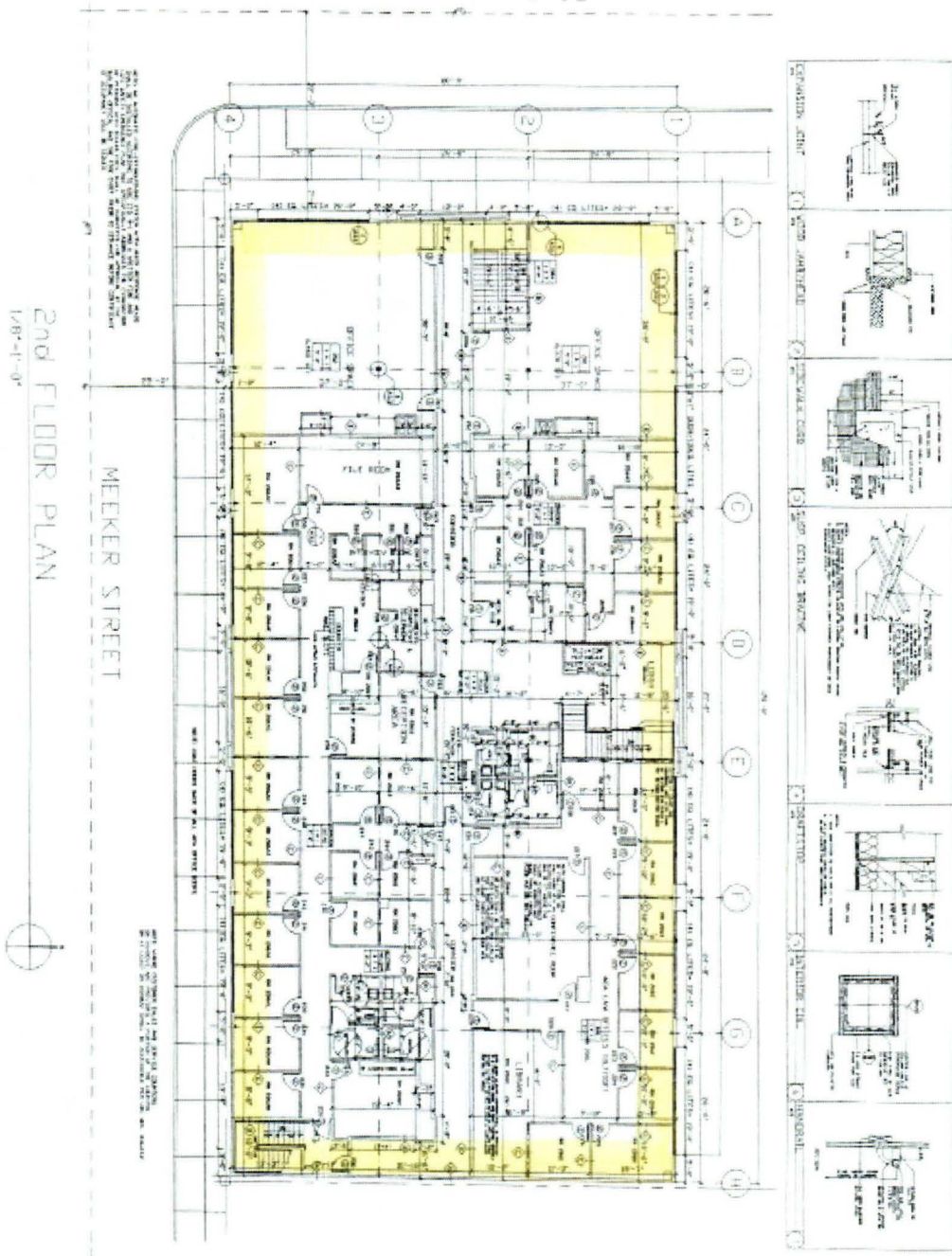
SITE/LANDSCAPE PLAN

1" = 40'

AS BUILT DRAWINGS







	<b>COMMERCIAL BY DESIGN</b> 14211 6TH PLACE WEST EDWARDS WA 98026 PH: 425 851-1111 FAX: (206) 763-9880	PROJECT: MEeker STREET LAW BLDG. 427 MEeker STREET SEAT, WASHINGTON 2ND FLOOR PLAN 0-10/06 (S-D-BALL DRAWING)	DATE: 7/20/97 7/22/97 8/02/97 1/24/98 2/2/98 2/24/98 4/22/98	REVISIONS: 1. INITIAL SCHEMATIC 2. INITIAL CITY 3. SCHEMATIC DEVELOPMENT 4. REVISION TO FLOOR PLAN 5. REVISION TO FLOOR PLAN
	1/8-1-98 2ND FLOOR PLAN MEeker STREET	1/8-1-98 2ND FLOOR PLAN MEeker STREET	1/8-1-98 2ND FLOOR PLAN MEeker STREET	1/8-1-98 2ND FLOOR PLAN MEeker STREET

**EXHIBIT C**  
**Tenant Improvement Addendum**

Landlord, at Landlord's sole cost and expense shall provide the following improvements/alterations within thirty (30) days following the Commencement Date, unless otherwise previously approved by Tenant in writing:

- 1) all new paint throughout the second floor of the Premises with colors to be selected by Tenant for main body and desired accent walls. Landlord's paint vendor shall be responsible for covering all existing furniture, fixtures, and equipment ("FF&E") prior to painting. Tenant shall not be required to remove FF&E, but will move furnishings to center of rooms away from walls; and
- 2) a formal assessment of HYAC to correct hot/cold spots and fix/repair any distribution as required and replace any HYAC units as determined by a licensed/bonded/insured vendor.

All work affecting the interior of the Premises shall be conducted during evenings and weekends to minimize impact on Tenant's operations.

**EXHIBIT D**  
**Lease Commencement Date Memorandum**



**King County**  
**Facilities Management Division**  
**Anthony Wright, Division Director**  
Department of Executive Services  
500 Fourth Avenue, Room 800  
Seattle, WA 98104  
Phone: (206) 477-9352  
Fax: (206) 205-5070

---

**LEASE COMMENCEMENT DATE MEMORANDUM**

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LANDLORD: MEEKER ST LAW BUILDING, LLC  
TENANT: KING COUNTY  
LOCATION: 420 W HARRISON ST, SUITES 101,102,201,203 & 204  
DATE:

This Confirmation of Lease Commencement Date letter is in connection with the Lease Agreement dated ( ) between Meeker St. Law Building, LLC, ("Landlord") and King County, a home rule charter county and political subdivision of the State of Washington, ("Tenant").

The Lease Commencement Date is ( ).  
The Lease Expiration Date is ( ) .

Sincerely,

**Stephanie Clabaugh**

**Facilities Management Division**  
*Real Estate Services*  
500 Fourth Avenue, Suite 830  
Seattle, WA 98104  
**206-477-9490**

**EXHIBITE**  
**Rules and Regulations**

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

Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules and regulations for parking and Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the restricting of employees parking to a limited, designated area or areas. The following rules and regulations are now in effect:

**1. EMPLOYEE PARKING**

Tenant and Tenant's agents and employees shall park only in those areas designated by Landlord or Landlord's agents. Tenant shall pay a fine to Landlord of \$20.00 per violation for each parking violation of Tenant, Tenant's employees, agents or licensees.

**2. REFUSE**

- a) All garbage and refuse shall be kept on the kind of container specified by Landlord and shall be placed outside of the Lease Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- b) Tenant shall not burn any garbage in or about the leased premises or anywhere within the office building.
- c) If Tenant's garbage is of a deteriorating nature, creating offensive odors, Tenant shall utilize and maintain at its cost and expense refrigerated facilities as required by Landlord.

**3. OVERLOADING, SUSPENSION, LOADING AND UNLOADING**

- a) Tenant shall not overload any floor of the leased premises in excess of one hundred (100) pounds per square foot, or such other weight as Landlord reasonably determines.
- b) Tenant shall not hang or suspend from any wall or ceiling or roof, or any other part of the leased premises or the office building, any equipment, fixtures,



signs, or displays which are not first authorized by Landlord. No radio or television or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds, without in each instance, the written consent of Landlord. Any aerials so installed without such written consent shall be subject to removal without notice at any time.

- c) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
- d) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Commercial Center.

**4. ELECTRICAL EQUIPMENT**

- a) Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures, electrical equipment and wiring therefore.
- b) If Tenant requires any electrical equipment which might overload the electrical facilities in the leased premises, Tenant shall submit to Landlord plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain Landlord's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Associations of the Insurance Underwriters and Landlord's insurers, all at the sole cost and expense of Tenant.

**5. PLUMBING**

No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant or by any person for whom Tenant is responsible shall be borne by Tenant. No garbage disposals shall be installed by Tenant without the prior written approval of Landlord.

**6. HVAC OPERATION**

- a) Tenant shall operate or permit to be operated its own heating, ventilation or air conditioning equipment, if any, in such manner that there will be no direct or indirect appropriation of heating or cooling from other portions of the office building.



- b) Tenant shall not leave open any doors or windows to the exterior of the office building which would adversely affect the performance of any heating, ventilating, or air-conditioning equipment in the office building.
- c) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the office building, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing water in pipes and fixtures.

**7. SIGNS, ADVERTISING, DISPLAY WINDOW**

- a) Tenant shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placards without the prior consent of Landlord.
- b) Tenant shall not use any advertising media that Landlord shall deem objectionable to it or to other tenants, such as, without limiting the generality of the foregoing, loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts, or telecast within the office building in a manner capable of being heard or seen outside the leased premises.
- c) Tenant shall not install any exterior lighting, exterior decorations or build any aerial or mast or make any changes to the store front of the leased premises, without the prior written consent of Landlord.
- d) Tenant shall indemnify and save harmless Landlord from all claims, demands, loss or damage to any person or property arising out of any sign, mast, aerial or other installation, notwithstanding any consent by Landlord thereto.
- e) Tenant shall keep all display windows neatly dressed and, together with any other windows, store fronts and lighted signs in, upon or affixed to the leased premises, illuminated until such times as required by Landlord.
- f) The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction of merchandise in such areas.
- g) Any installation requiring Landlord's consent which has not received such consent shall be subject to immediate removal without notice, at Tenant's cost.

8. **NO SOLICITATION**

Tenant, or Tenant's employees and agents, shall not solicit business in the Parking Areas or other Common Areas and shall not distribute any handbills or other advertising matter therein.

9. **RESERVED**

10. **NOTICE OF ACCIDENTS, DEFECTS**

Tenant shall give immediate notice to Landlord in case of fire or accident in the leased premises or of defects therein or to any fixtures or equipment thereon.

11. **EMERGENCY CONTACTS**

In the event of an emergency, Landlord shall call the Facilities Management Division Emergency Dispatch Center at 206-296-5000.

12. **PERMITS, LICENSES**

Tenant alone shall be responsible for obtaining, from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licenses or approvals as may be necessary for the operation of its business, the whole to the entire exoneration of Landlord.

13. **LANDLORD'S WORK**

Any work to be performed in the leased premises by Tenant or its contractors shall be first approved and then made strictly in accordance with the rules and regulations of Landlord from time to time in respect to work by tenants within the office building.

14. **RESERVED**

15. **NOISES, ODORS**

Tenant shall not make excessive noises, cause disturbances, or create objectionable, unreasonable odors, which may be offensive to other tenants of the building or their officers, employees, agents, servants, customers, or invitees.

16. **CHILDREN OR PETS**

Tenant shall not allow for the care of small children or pets within the Premises.

17. **FURTHER RULES AND REGULATIONS**

For the general benefit and welfare of the office building and the tenants therein, Landlord may amend these rules and regulations, by alteration or addition, and such amended rules and regulations shall be binding on Tenant.

18. **DISPLAYS. General.** Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, nor to make or allow to be made, any excessive noise in or around the Premises. It is understood and agreed that no advertisement or sound of advertising shall be heard outside of the Premises.

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

## AMENDMENT 1 TO LEASE AGREEMENT

Pursuant to Section 25.3 of the lease agreement with a Lease Date of April 1, 2022, ("Agreement") between King County ("Tenant") and Meeker St. Law Building LLC ("Landlord"), the parties agree to amend that Agreement as follows:

1. Delete the text in Section 20. NON-DISCRIMINATION of the Agreement and replace with the following:

"Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, sex, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16. Landlord shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 20."

This Amendment No. 1 will be effective as of the date it is fully executed by both parties. All other terms of the April 1, 2022 Agreement remain the same.

*Signatures start on next page*

**LANDLORD:**

MEEKER ST. LAW BUILDING, LLC, a Washington Limited Liability Company

By:

*[Handwritten signature]*

Name: M. Bruce Anderson

Title: Member

Date 11/12/2021

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that **M. Bruce Anderson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged him as the member of **Meeker St. Law Building LLC, a Washington Limited Liability Company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11<sup>th</sup> day of Nov, 2021.



*[Handwritten signature]*  
NOTARY PUBLIC

Print Name: fr/vjJ t : - bOvYr-vi  
My commission  
Expires: 1/29/24

(Use this space for notarial stamp/seal)

**TENANT:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_

Name: Anthony O. Wright

Title: Director of the Facilities Management Division of the Department of Executive Services of King County

Date \_\_\_\_\_

STATE OF WASHINGTON)

) ss

COUNTY OF KING

)

I certify that Anthony O. Wright signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged him as the Director of the Facilities Management Division of the Department of Executive Services of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My commission

Expires: \_\_\_\_\_

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Darren Thompson, Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL  
AGENCY:

By: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: E032BA6A398C48AB965444663EEF3DE6	Status: Completed
Subject: Complete with DocuSign: Ordinance 19509.docx, Ordinance 19509 Attachment A.pdf, Ordinance 19509...	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 35	Initials: 0
Certificate Pages: 2	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelope Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20


**Record Tracking**

Status: Original	Holder: Cherie Camp	Location: DocuSign
9/29/2022 2:26:41 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

**Signer Events**

Claudia Balducci  
claudia.balducci@kingcounty.gov  
Council Chair  
King County General (ITD)  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
7E1C273CE9994B6...  
Signature Adoption: Pre-selected Style  
Using IP Address: 146.129.133.55

**Timestamp**

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Signed: 10/3/2022 12:48:57 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Supplemental Documents:

Ordinance 19509 Attachment A.pdf

Viewed: 10/3/2022 12:48:44 PM

Read: Not Required

Accepted: Not Required

Ordinance 19509 Attachment B.pdf

Viewed: 10/3/2022 12:48:51 PM

Read: Not Required

Accepted: Not Required

Melani Pedroza  
melani.pedroza@kingcounty.gov  
Clerk of the Council  
King County Council  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
8DE1BB375AD3422...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.49.222.20

Sent: 10/3/2022 12:49:00 PM  
Viewed: 10/3/2022 1:14:59 PM  
Signed: 10/3/2022 1:15:11 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Supplemental Documents:

Ordinance 19509 Attachment A.pdf

Viewed: 10/3/2022 1:15:04 PM

Read: Not Required

Accepted: Not Required

Ordinance 19509 Attachment B.pdf

Viewed: 10/3/2022 1:15:08 PM

Read: Not Required

Accepted: Not Required

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	9/29/2022 2:29:19 PM
Certified Delivered	Security Checked	10/3/2022 1:14:59 PM
Signing Complete	Security Checked	10/3/2022 1:15:11 PM
Completed	Security Checked	10/3/2022 1:15:11 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>