



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 16, 2007**

**Ordinance 15922**

**Proposed No.** 2007-0463.2

**Sponsors** Constantine

1 AN ORDINANCE authorizing the King County executive  
2 to enter into lease renewals for various sites.  
3

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Findings.

6 A. The Columbia Public Health Center, also known as the Southeast clinic, has  
7 been located in the current location since 1990.

8 B. The Downtown Public Health Center has been located in the Denny Regrade  
9 area since 1990; a fifteen-year lease was renewed in 2005 for another five-year term.

10 C. The Briarwood sheriff's office storefront was relocated in 2006 from another  
11 location in the same complex.

12 D. The Enumclaw Public Health site and WIC (Women, Infants, and Children)  
13 program was relocated from the Enumclaw Hospital due to expansion/remodeling; the  
14 clinic is now located in a closed Enumclaw School District elementary school.

15 E. The Auburn Public Health Center is a lease extension of the original five-year  
16 term, which started in 1999 and ended in 2004. The new agreement is retroactive to  
17 October 1, 2004, and ends May 30, 2007.

18 F. The Bellevue district court has been located at the former Surrey Downs  
19 School in Bellevue since 1985. The building was given to the city of Bellevue in 2004 as  
20 part of the Coal Creek park transfer. The county then became the tenant when Bellevue  
21 became the lessor for Surrey Downs.

22 G. The lease agreements represent no change in the approved staffing, work  
23 program, budget or physical location for any of the programs mentioned in subsections  
24 A. through F. of this section.

25 H. In accordance with K.C.C. 4.04.040 the King County council may adopt an  
26 ordinance permitting the county to enter into contracts requiring the payment of funds  
27 from the appropriation of subsequent fiscal years. Additionally, Ordinance 15328 was  
28 passed by the King County council on November 21, 2005, amending the provisions of  
29 K.C.C. 4.04.040 and limiting lease terms, where the county is the lessee, to a cumulative  
30 total of two years. The lease renewals mentioned in subsections A. through G. of this  
31 section are subject to Ordinance 15328 and K.C.C. 4.04.040.

32 SECTION 2. The King County executive is hereby authorized to execute lease  
33 renewals, in substantially the form attached to this ordinance, at the following locations:

34 A. Columbia Public Health Center, 4400 37th Avenue South, Seattle, WA.

35 B. Downtown Public Health Center, 2124 Fourth Ave., Seattle, WA.

36 C. Sheriff's Office Briarwood Storefront, Briarwood Shopping Center, 12644 SE  
37 128th Street, Renton, WA.

38 D. Enumclaw Public Health site and WIC Program, 1640 Fell Street, Enumclaw,  
39 WA.

40 E. Auburn Public Health Center, Auburn Medical Arts Building, 126 Auburn  
41 Ave., Auburn, WA.

42 F. Bellevue District Court, 585 112th Avenue SE, Bellevue, WA.

43 G. Metro Customer Assistance Office, Rainier Square, 1301 Fifth Ave., Suite 14,  
44 Pedestrian Concourse, Seattle, WA.

45 SECTION 3. The King County executive is hereby authorized to execute a lease

46 extension through June 30, 2008, for the Auburn Public Health Center, Auburn Medical  
47 Arts Building, 126 Auburn Avenue, Auburn, Washington.

48

Ordinance 15922 was introduced on 9/24/2007 and passed by the Metropolitan King  
County Council on 10/15/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.  
Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine

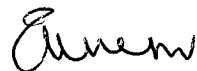
No: 0

Excused: 1 - Mr. Dunn


KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 23 day of October, 2007.

  
Ron Sims, County Executive

RECEIVED  
2007 OCT 24 PM 2:41  
KING COUNTY COUNCIL

**Attachments**

- A. Lease Agreement Special Terms and Conditions, B. Third Amendment To That Certain Lease Between The Elizabeth A. Lynn Trust, Lessor and King County, Lessee Effective December 15, 2005, C. 3rd Lease Amendment and Extension, D. Lease Agreement Between Enumclaw School District, Enumclaw Regional Hospital, King County (Addendum to Lease between King County and Enumclaw Hospital-King County Lease #1692), E. Amendment of Lease 1694 A & B, F. Lease # 1825 Lease Agreement, G. Landlord's Consent and Agreement to Sublease

15922

#1185  
Attachment A

**LEASE AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

I. **PARTIES:** THIS LEASE AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor (hereinafter referred to as the "City"), and KING COUNTY, a municipal corporation organized under the laws of the State of Washington, as Lessee (hereinafter referred to as "Lessee").

II. **PREMISES:** The City hereby leases to the Lessee and the Lessee hereby leases from the City a portion of that property commonly known as Southeast Seattle Health Clinic, located at 4400 - 37<sup>th</sup> Avenue South, Seattle Washington, covering approximately 19,666 square feet and legally described as:

Lots 14 through 16, inclusive, Block 21, Squire's Lakeside Addition to the City of Seattle, According to the plat thereof recorded in Volume 11 of Plats, Page 50, in King County, Washington;

all subject to the terms and conditions of this Lease. (Such property shall be referred to in this Lease as the "Premises").

III. **USE/PURPOSE:** The Premises may be used only for the following uses and purposes: Office space and related facilities for the Seattle-King County Department of Public Health.

IV. **TERM:** The term of this Lease begins June 1, 2006, and ends May 31, 2011, unless it is terminated earlier pursuant to the provisions hereof, including provisions described in Addendum "A". This lease may be extended on a month to month basis under the same terms and conditions.

V. **RENT:** In consideration of this Lease, the Lessee shall pay to the City, as rent, the prevailing Schedule II rental rate as specified in the City's annual budget. The current rent is \$5.07 per square foot per year or \$8,308.88 per month through May 31, 2007.

Rent shall be adjusted annually for the June rent payment to reflect the current Schedule II rate. Rent shall be paid in advance, on or before the first of each month.

VI. **INSURANCE:** Lessee shall secure and maintain, at no expense to City, a policy or policies of insurance as enumerated below. Evidence of such insurance, shall be delivered to the address set forth below. Said policies shall include:

A) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) or equivalent, including all the usual coverages known as:

- Premises/Operations Liability

- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap/Employers Contingent Liability
- Liquor Liability/Host Liquor Liability (as applicable)
- Fire Damage Legal Liability
- Elevator & Hoist Liability

Such policy (ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Lessee.

- B) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy (ies) must provide the following minimum limit:

<u>Bodily Injury and Property Damage -</u>	
\$ 1,000,000	per accident

- C) A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, the Lessee shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify by providing a copy of the state Certificate of Self-Insurance, and setting forth the limits of any policy of excess insurance covering its employees.
- D) A policy of **Property Insurance** covering Lessee's furniture, fixtures, equipment and inventory and all improvements that it has made or makes to the Premises in an amount equal to replacement cost thereof, against (a) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30), (b) Loss or damage from water damage, or sprinkler systems now or hereafter installed in on the premises; (c) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage; (d) Business

Interruption or Extra Expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Lessee's business because of fire or other cause.

- E) **Additional Insured and Changes of Coverage and Limits:** Additional Insured  
- Such insurance, as provided under items A, B and D above, shall be endorsed to include the City, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance.
- F) **Coverage &/or limits** may be altered or increased as necessary, to reflect type of or exposure to risk. The City shall have the right to periodically review the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such limits upon ninety (90) days prior written notice.
- G) **Evidence of Insurance:** The following documents must be provided as evidence of insurance coverage:
- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
  - A copy of the endorsement naming The City as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.
  - A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
  - A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City.
  - A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).
- H) All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.
- I) If Lessee fails to maintain such insurance, City may do so, and Lessee shall reimburse City for the full expense thereof upon demand. Lessee shall not keep or use in or about the Premises any article that is prohibited by City's insurance policy. Lessee shall pay immediately any increase in City's premiums for insurance during the term of this Lease that results from Lessee's use of the Premises.
- J) **Waiver of Subrogation.** Neither City nor Lessee shall be liable to the other party or to any

insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Premises or Building, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required under the terms of this Lease to be covered by insurance procured by the party suffering the loss.

**K) Self-Insurance:** Should Lessee be self-insured, under items A or B above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter should advise how Lessee would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.

**IX. UTILITIES AND SERVICES:** The City shall provide the following utilities and services: none. The Lessee shall provide all other utilities and services, at no expense to the City.

**X. AGREEMENT CONTENTS:** This Lease consists of these special terms and conditions as well as the general terms and conditions hereto attached, plus Addendum "A". It embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Lease.

**XI. EFFECTUATION OF AGREEMENT:** In order to be effective, this Lease must be (1) signed by an authorized representative of the Lessee and returned to the Director of the Fleets & Facilities Department at the address set forth below, accompanied by the security deposit and any required policy of insurance, and (2) signed by the Director pursuant to Ordinance authority.



IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

LESSOR, THE CITY OF SEATTLE

LESSEE, King County, Washington

By \_\_\_\_\_  
Brenda Bauer  
Fleets & Facilities Department

By \_\_\_\_\_  
Kathy Brown, Director  
Facilities Management Division

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form only:

By Don Woodworth  
Don Woodworth, Sr. Deputy Prosecuting Attorney

Date 3/29/07

Public Health, Seattle – King County

By David Fleming for  
David Fleming, MD, Director and Health Officer

Date MAR 14 2007

City's address for all communications:

Fleets & Facilities Department  
700 Fifth Avenue, Suite 5200  
P.O. Box 94689  
Seattle, Washington 98124-4689

Lessee's address for all communications:

King County Real Estate Services Division  
500 Fourth Avenue, Suite 500  
Seattle, WA 98104

STATE OF WASHINGTON )  
   ) ss.  
 COUNTY OF KING      )

I certify that I know or have satisfactory evidence that Brenda Bauer is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director of THE CITY OF SEATTLE Fleets & Facilities Department to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 (Notary Signature)

\_\_\_\_\_  
 (Print Name)

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

Re STATE OF WASHINGTON )  
   ) ss.  
 COUNTY OF KING      )

I certify that I know or have satisfactory evidence that Kathy Brown is the individual who appeared before me, and said individual acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director of the Facilities Management Division of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 (Notary Signature)

\_\_\_\_\_  
 (Print Name)

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

# 15922

Attachment B

Lease #1441

**THIRD AMENDMENT TO THAT CERTAIN LEASE  
BETWEEN**

**The Elizabeth A. Lynn Trust, Lessor and King County, Lessee  
Effective December 15, 2005**

WHEREAS pursuant to Ordinance 10682 King County accepted the Assignment of Lease originally dated December 15, 1990, ("the Lease") which was approved by the Elizabeth A. Lynn Trust, for 19,078 square feet (Floors 1,2 and 3) from the City of Seattle, a Municipal Corporation, and pursuant to Ordinance 10391 wherein King County leased an additional 6,419 square feet (the 4th Floor) for the property located at 2124 Fourth Avenue, Seattle, WA, AND

WHEREAS King County desires to extend the term of the Lease for an additional five (5) years.

NOW THEREFORE King County and the Elizabeth A. Lynn Trust agree to the following:

1. Term. The term of the Lease shall be extended for five (5) years commencing December 15, 2005 and ending December 14, 2010.
2. Rent. Base Rent for the five (5) year period shall be Forty Seven Thousand Eight Hundred Seven & No/100 Dollars (\$47,807.00) per month for the period commencing December 15, 2005 and ending December 14, 2008, and Fifty Three Thousand Five Hundred Forty-Four & No/100 Dollars (\$53,544.00) per month for the period commencing December 15, 2008 and ending December 14, 2010.
3. Operating Expenses. Effective with the calendar year commencing January 1, 2006 the Base Year for Operating Expenses, per paragraph 6, shall be established on a new Base Year of 2005. The Base Year shall be determined upon finalization of the December 31, 2005 financial statements and a statement shall be sent to King County establishing the Operating Expense Base Year.
4. Improvements by Landlord. Following execution of this Third Amendment to Lease, Landlord shall, at its sole cost and expense, perform the following improvements:
  - a. Paint interior of all office areas. To avoid having to move large amounts of files and storage, at Lessee's request, a number of storage/file room areas will remain as-is. For clarification purposes, doors and jambs on the 4<sup>th</sup> floor shall be painted and the doors throughout the 1<sup>st</sup> and 3<sup>rd</sup> floors shall be oil wiped. The painting scope includes an allowance for one lobby accent wall on each floor. Painting in occupied areas shall be performed outside of normal business hours and Lessee agrees that all paintings, prints and personal items shall be removed by Lessee in order for Lessor to begin.
  - b. Replace floor coverings in the office area with carpet tile, VCT or sheet vinyl as may specified by King County. A cushioned floor covering shall be installed in the pharmacy will call area. In addition to a floor by floor product specification summary product samples shall be obtained by Landlord and submitted to the King County acting site manager for approval. Due to the density of storage and files stored in a few rooms, at Lessee's request, floor coverings shall remain as is. Lessor shall coordinate and bear the expense of moving Lessee's furniture and boxed personal items. Lessee agrees that it shall cooperate with Lessor by having its employee's box up personal items, and unplugging all computer equipment with cords property secured for safe moving.
  - c. Replace sinks and faucets in the main lobby restrooms (2 per floor).  
It being understood that Lessee may, upon written request to Lessor, require Lessor to delay floor covering replacement, and interior painting of the 4<sup>th</sup> floor until such time as the existing King County entity, Environmental Health Services, vacates the floor. Lessee estimates that King County will desire that Lessor provide these improvements in 2007. Lessor shall use its best efforts to accommodate Lessee's schedule.
5. All remaining terms and conditions of the Lease shall remain unchanged.

**PREMISES:**

Known as 2124 Fourth Avenue, Seattle, WA consisting of floors 1,2, 3 and 4 (25,497 s.f.)

APPROVED: Elizabeth A. Lynn Trust

BY: [Signature]  
Co-Trustee  
Date: 1-4-06

BY: [Signature]  
Co-Trustee  
Date: 1-12-06

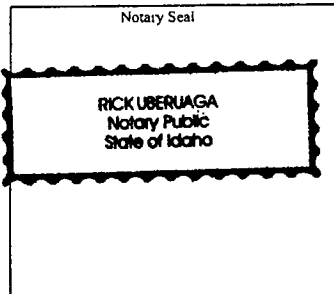
APPROVED: King County, Washington

BY: [Signature]  
Manager, Real Estate Services Division  
Date: 12/19/05

BY: [Signature]  
Dorothy F. Teeter, MHA, Interim Director  
Department of Public Health  
Date: 12-06-05

APPROVED AS TO FORM only:

BY: [Signature]  
Don Woodworth, Senior Deputy  
Prosecuting Attorney  
Date: 12/15/05

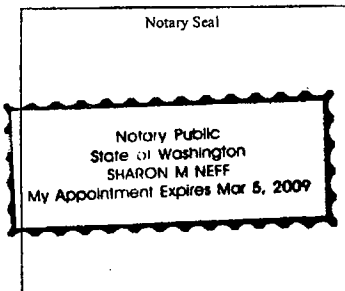


STATE OF Idaho )  
 ) SS  
COUNTY OF Blaine )

On the 4<sup>th</sup> day of January, 2006, before me, the undersigned, Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Jeffery S. Lynn, Co-Trustee of the Elizabeth A. Lynn Trust, to me and acknowledged the said instrument to be the free and voluntary act and deed of the Elizabeth A. Lynn Trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for Elizabeth A. Lynn Trust.

Given under my hand and official seal the day and year first above written.

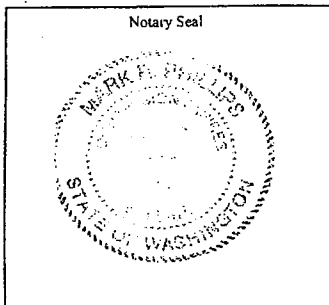
Richard S. Ueberuaga  
NOTARY PUBLIC in and for the State of Idaho  
residing at Ketchikan, Idaho  
My Appointment expires: 7/2006



STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On the 12<sup>th</sup> day of January, 2006, before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas J. Stephens, Co-Trustee of the Elizabeth A. Lynn Trust, to me and acknowledged the said instrument to be the free and voluntary act and deed of the Elizabeth A. Lynn Trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for Elizabeth A. Lynn Trust.

Given under my hand and official seal the day and year first above written.  
Sharon M. Neff  
NOTARY PUBLIC in and for the State of Washington  
residing at Seattle, WA  
My Appointment expires: 03/05/2009

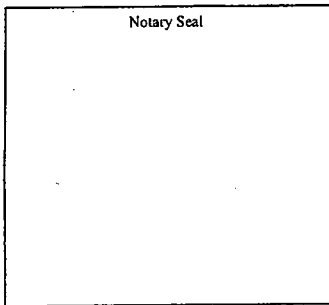


STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On the 17<sup>th</sup> day of December, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Preugschat to me and signed this instrument, and on oath stated that he was authorized by the King County Executive to execute the foregoing instrument, and acknowledged to me that he is the manager of Property Services Division of King County, Washington, and said act was the free and voluntary act of said County, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

Mark R. Phillips  
NOTARY PUBLIC in and for the State of Washington  
residing at Bellevue  
My Appointment expires: 6/15/08



STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On the \_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alonzo L. Plough to me and signed this instrument, and on oath stated that he was authorized by the King County Executive to execute the foregoing instrument, and acknowledged to me that he is the Director of Public Health Services Division of King County, Washington, and said act was the free and voluntary act of said County, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

## LANDLORD'S CONSENT AND AGREEMENT TO SUBLEASE

This Landlord's Consent and Agreement To Sublease ("Agreement") is made as of July 14, 2005, among UNICO PROPERTIES INC., a Delaware corporation ("Landlord"), DOWNTOWN SEATTLE ASSOCIATION dba Urban Mobility Group, a Washington non-profit corporation ("Tenant"), and KING COUNTY DEPARTMENT OF TRANSPORTATION ("Subtenant").

## RECITALS:

A. Pursuant to a Lease dated June 21, 2005 between Landlord and Tenant, (collectively the "Lease"), Landlord is leasing to Tenant and Tenant is leasing from Landlord certain premises commonly known as Suite 14 Pedestrian Concourse (the "Premises"), in the building known as the Rainier Square (the "Building"), located at 1301 Fifth Avenue, Seattle, King County, Washington. The Premises are more particularly described in the Lease.

B. Pursuant to a Sublease Agreement attached to this Agreement as Exhibit A (the "Sublease"), Tenant has agreed to sublease to Subtenant a portion of the Premises, as more particularly described in the Sublease.

C. Pursuant to the terms of the Lease, Tenant must obtain the prior written consent of Landlord to any sublease of all or any portion of the Premises. Landlord is prepared to consent to the Sublease on the terms and conditions of this Agreement.

## AGREEMENT:

Landlord hereby consents to the Sublease, subject to the following terms, covenants and agreements of the parties, and in consideration of such consent, Tenant and Subtenant agrees as follows:

1. Neither the Sublease nor this agreement shall be construed to relieve Tenant of any liabilities or obligations whatsoever under the lease and nothing herein shall be deemed to modify or amend the lease in any way. Nothing herein shall operate as a consent to or approval or ratification by Landlord of any of the provisions of the sublease or as a representation or warranty by Landlord, and Landlord shall not be bound or estopped in any way by the provisions of the Sublease. Tenant shall continue to be fully and primarily liable to Landlord for the full performance of all obligations of the Tenant under the Lease.

2. Subtenant and Tenant acknowledge and agree the Sublease and all of Subtenant's rights thereunder shall be subject and subordinate in all respects to the Lease. If the Lease terminates or is terminated prior to the expiration of the term of the Sublease, the Sublease also shall terminate unless otherwise expressly agreed in writing by Landlord in its sole discretion; provided, however, at Landlord's option in its sole discretion as set forth in a written notice to Subtenant, following a termination of the Lease, the Sublease shall remain in full force and effect, in which event Subtenant shall attorn to Landlord and recognize Landlord as Subtenant's landlord under the Sublease, upon the terms and conditions and at the rental rate specified in the Sublease, and for the then remaining term of the Sublease, except Landlord shall not be bound by any provision of the Sublease which in any way increases Landlord's duties, obligations or liabilities to Subtenant beyond those owed to Tenant under the Lease. Subtenant shall execute and deliver at any time and from time to time upon the request of Landlord, any instruments which may be necessary or appropriate to evidence any such attornment. Landlord shall not in any event (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant, (ii) be subject to any offsets or defenses which Subtenant might have against Tenant, (iii) be bound by any rent or additional rent which Subtenant might have paid in advance to Tenant, or (iv) be bound to honor any rights of Subtenant in and to any security or other deposits paid by Subtenant pursuant to the Lease except to the extent Tenant has turned over such security or other deposits to Landlord. If Tenant is in default under the terms of the Lease, Landlord shall have the right to take all actions available to Landlord under the Lease and by law, including but not limited to the right to commence an unlawful detainer action against Tenant and Subtenant.

3. Whenever the Lease gives Landlord a right of involvement, such as a right to approve, consent, cooperate or decide, Landlord shall have such right with respect to both Tenant and Subtenant. If Landlord and Tenant disagree over any decision requiring both of their consents or approvals, Landlord's decision shall control. For example, the Lease requires Landlord's prior consent to any alterations or additions to the Premises. If Subtenant desires to make alterations or additions to the Premises, it must obtain the prior consent of both Landlord and Tenant.

4. Tenant will pay Landlord's attorneys' fees, if any, in reviewing the Sublease and preparing this Agreement.

5. The indemnification benefits of the indemnity and other agreements contained in the Sublease (or incorporated therein by reference) shall apply with equal force and effect between Subtenant and Landlord (with Subtenant indemnifying Landlord in accordance with the terms of the Sublease), and Landlord shall be named as an additional insured on any insurance maintained by

Subtenant under the Sublease, but in no event shall Landlord have any obligation to indemnify or defend Subtenant.

6. This Agreement shall not relieve Tenant of its obligation to obtain Landlord's consent to (a) any further sublease of all or part of the Premises, or (b) any assignment of the Lease; nor shall the Sublease or this Agreement be construed as conferring upon Subtenant any right to further sublease the Premises or assign its rights under the Sublease in either case without Landlord's consent.

7. A failure by Tenant or Subtenant to comply with any of the terms or conditions of this Agreement shall constitute a default under the Lease. If any party to this Agreement commences an action or other legal proceeding to enforce performance of any of the terms or provisions hereof or of the Lease, the prevailing party in such action or proceeding shall, in addition to such other relief as it may obtain, be entitled to recover from the other parties all of its costs incurred, including reasonable attorneys' fees, in any such action or proceeding or any appeal from any order, award or judgment therein.

8. In addition to Landlord's rights under this Agreement, the Lease, at law or in equity, if Tenant is in default under any of the terms or provisions of the Lease, Landlord may elect to receive directly from Subtenant all sums due or payable to Tenant by Subtenant pursuant to the Sublease, and upon receipt of written notice from Landlord to do so, Subtenant shall thereafter pay Landlord any sums becoming due or payable under the Sublease. Tenant hereby consents to such direct payment and authorizes and directs Subtenant to comply with any notice given by Landlord to Subtenant pursuant to the proceeding sentence. Neither the service of such written notice nor the receipt and acceptance of such direct payments shall cause Landlord to be deemed to have assumed any of Tenant's duties, obligations and/or liabilities to Subtenant under the Sublease, nor shall such event impose upon Landlord the duty or obligation to accept an attornment by Subtenant following a termination of the Lease.

9. If, at any time and from time to time, Subtenant requests that Landlord provide Subtenant any special services (special janitorial services or any other services or facilities for which Landlord is permitted to assess a separate charge in addition to monthly rent) Landlord may (but shall not be required to) provide the requested services to Subtenant without Tenant's specific consent, and Tenant hereby generally consents to Landlord's providing such services to Subtenant. In the event that Landlord provides such special services, with or without Tenant's specific consent, Landlord's charges for such special services (at Landlord's normal rates or at Landlord's cost plus Landlord's normal administrative charge) shall constitute Additional Rent under the Lease for which Tenant shall be liable. Subtenant shall pay such charges to Landlord as and when due and shall indemnify Tenant against any liability in respect of such charges, but in the event of Subtenant's failure to pay Landlord, Tenant shall pay such charges to Landlord on demand.

10. Subtenant and Tenant shall not amend or modify the Sublease without Landlord's prior written consent. In the event of any conflict between the provisions of this Consent and the provisions of the Sublease, the provisions of this Consent shall prevail unaffected by the Sublease.

11. As provided in the Lease, it is acknowledged and agreed that any failure by Tenant or Subtenant to comply with any of the terms or conditions of this Landlord's Consent and Agreement to Sublease shall constitute a default under the Lease.

12. All communication, notices and demands of any kind which a party may be required or desire to give or to serve upon another party pursuant to this Consent shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by nationally air courier service of United States certified mail, return receipt requested, postage prepaid, addressed as follows:

**To Landlord:**

Unico Properties, Inc.  
1301 Fourth Avenue, Suite 3500  
Seattle, WA 98101  
Attention: General Manager

**To Tenant:**

Urban Mobility Group  
1301 Fifth Avenue, Suite 14 Pedestrian Concourse  
Seattle, WA 98101  
Attention: Director

**To Subtenant:**

Transit Real Estate  
King County Metro,  
M/S KSC-TR-0431,  
201 South Jackson Street  
Seattle, WA. 98104

Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as earlier date evidenced by a receipt from such national air courier service of the United States Postal Service) or immediately if personally delivered.

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject, however, to all restrictions on assignment and subletting contained in the Lease or in this Agreement. In the event of any litigation or other legal proceeding between the parties to enforce or interpret this Agreement, the unsuccessful party or parties shall pay to the prevailing party or parties, all costs, expenses and reasonable attorneys' fees incurred by the prevailing party or parties, whether such fees and expenses are incurred in trial court, on appeal, in bankruptcy court or in any other legal proceeding.

Dated as of the day and year first above written.

**LANDLORD:**

UNICO PROPERTIES INC.,  
a Delaware corporation

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

  
John Lamby  
Senior Vice President

**TENANT:**

DOWNTOWN SEATTLE ASSOCIATION  
dba Urban Mobility Group  
a Washington non-profit corporation

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

  
Kate Joncas  
President

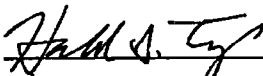
**SUBTENANT:**

KING COUNTY DEPARTMENT OF TRANSPORTATION

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

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

Its: \_\_\_\_\_

  
HAROLD S. TANCIG  
DIRECTOR

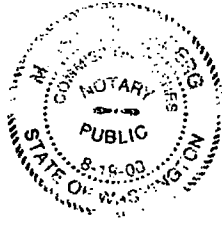


LANDLORD ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
 ) ss.:  
COUNTY OF KING )

On this 17<sup>th</sup> day of August, 2005, before me personally appeared John Lamb, to me known to be the Senior Vice President of Ulico Properties, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunder set my hand and affixed my official seal the day and year first above written.



M. Kay Schellberg  
Name Printed: M. KAY SCHELLBERG  
Notary Public in and for the State of Washington,  
residing at Seattle WA  
My commission expires: 19 August 2009

STATE OF WASHINGTON        )  
  ) ss.:  
COUNTY OF KING            )

On this 14<sup>th</sup> day of July, 2005, before me personally appeared Kate Joncas, to me known to be the President of the Downtown Seattle Association, the Washington non-profit corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

In Witness Whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

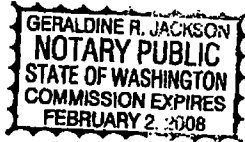


Ruth M. Alford  
Name Printed: Ruth M. Alford  
Notary Public in and for the State of Washington,  
Residing at Redmond  
My commission expires: 05/29/2006

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Harold Taniguchi, to me known to be the Director of the Department of Transportation of King County, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August, 2005.



Geraldine R. Jackson  
GERALDINE R. JACKSON  
(print notary's name)  
Notary Public in and for the State of Washington  
residing at Reston  
My commission expires: Feb 2, 2008

**EXHIBIT A  
SUBLEASE AGREEMENT**

[BEGINS ON FOLLOWING PAGE]

## STANDARD SUBLEASE

THIS SUBLEASE ("Sublease") is made effective the 14<sup>th</sup> day of JULY, 2005, by and between DOWNTOWN SEATTLE ASSOCIATION dba Urban Mobility Group, a Washington nonprofit corporation ("Sublandlord"), and KING COUNTY METRO TRANSIT, a division of KING COUNTY DEPARTMENT OF TRANSPORTATION ("Subtenant"), with reference to the following facts and objectives:

A. Sublandlord is the Tenant in and under that certain Retail Lease dated for reference purposes June 21, 2005 (collectively the "Master Lease"), with UNICO PROPERTIES, INC., a Delaware corporation, as Landlord (the "Landlord"), demising in part, certain premises described in the Lease as Suite 14 Pedestrian Concourse, containing approximately 3,223 useable square feet (the "Premises") on the 1<sup>st</sup> floor of that certain building known as Rainier Square (the "Building"), the street address of which is 1301 Fifth Avenue, Suite 14, Pedestrian Concourse, Seattle, WA 98101. A copy of the Master Lease is attached hereto as Exhibit "A".

B. The term of the Master Lease commenced on or about September 1, 2005 and is scheduled to expire on August 31, 2008, subject to the terms of the Master Lease.

C. Subtenant desires to sublease from Sublandlord a portion of the Premises containing approximately 1055.2 useable square feet (the Sublease Premises'), as shown as Area A on the attached Exhibit "B".

D. Subtenant desires to be granted the right of shared use of an additional portion of the Premises consisting of areas ("Shared Premises") as depicted in Exhibit "B" hereto. Subtenant agrees to be responsible for the rent and costs associated with 33.3% of the total Shared Premises, as shown as Area D on the attached Exhibit B.

NOW THEREFORE, Sublandlord and Subtenant do hereby agree as follows:

### SECTION 1 SUBLEASE

Sublandlord does hereby sublease the Sublease Premises to Subtenant, and Subtenant does hereby sublease the Sublease Premises from Sublandlord, for the term and upon the conditions of this Sublease. Further, Sublandlord does hereby grant Subtenant use of the Shared Premises as conditioned herein. See Exhibit B.

### SECTION 2 TERM

A. The term of this Sublease shall be for approximately thirty-six (36) months, commencing on the Commencement Date, as defined in the Master Lease, and terminating at midnight of August 30, 2008. In the event that Sublandlord shall permit Subtenant to occupy the Sublease Premises prior to the commencement date of the term of this Sublease, such occupancy shall be subject to all of the provisions of this Sublease and all applicable terms of the Master Lease. Said early possession shall not advance the termination date of this Sublease.

B. Funding for the Subtenant to perform its obligations beyond the current appropriation year, and any subsequent appropriation year, is conditional upon appropriation by the King County Council of sufficient funds to support said obligations notwithstanding the reimbursement of costs by Sound Transit. Should such an appropriation not be approved in the next, or in a subsequent, appropriation year, this Sublease and all Subtenant obligations hereunder shall terminate at the end of the appropriation year for which sufficient funds had been appropriated. Subtenant will be responsible for their share of any remaining unamortized tenant improvement and broker lease commission costs that were paid by Landlord at lease commencement, amortized at 8% per annum over the entire term of the lease.

### SECTION 3 RENT

For and during the term of this Sublease, Subtenant shall pay to Sublandlord as base rent for the Sublease Premises and Shared Premises, in advance on the first day of each calendar month of the term of this Sublease the sum of: \$1,029.38

### SECTION 4 USE

The Sublease Premises shall be used in conformity with Sections 1(J) and 8 of the Master Lease and for no other purpose whatsoever without the consent of Sublandlord and Landlord.

### SECTION 5 NOTICES

All notices hereunder shall be given in the same manner as required under the terms of the Master Lease with the addition of including the Subtenant to the notice. Any notice from either Sublandlord or Subtenant shall be given to Landlord, Sublandlord and Subtenant, shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice

by a notice given in accordance with the provisions of this paragraph. Nothing herein shall be deemed to modify or amend the notice provisions of the Master Lease.

#### SECTION 6 PROVISIONS CONSTITUTING SUBLEASE

Except as specifically provided herein (including, without limitation, the obligation to pay rent as set forth in Section 3 above and insurance and indemnification requirements as set forth in Subsection 6(E) through (J) below), this Sublease is subject to all of the terms and conditions of the Master Lease attached hereto as Exhibit "A" and Subtenant shall assume and perform the obligations of Sublandlord and Tenant in said Master Lease, to the extent said terms and conditions are applicable to the Sublease Premises. Subtenant shall not commit or permit to be committed on the Sublease Premises any act or omission which shall violate any term or condition of the Master Lease. The occurrence of any default by Subtenant beyond all applicable notice and cure periods under the Master Lease or this Sublease shall entitle Sublandlord to exercise against Subtenant those rights specified in the Master Lease as available to Landlord and any other rights provided as available to Sublandlord by law or equity, which remedies shall be deemed to be cumulative and not exclusive. In the event of the termination of Sublandlord's interest as Tenant under the Master Lease for any reason, then this Sublease shall terminate concurrently therewith without any liability of Sublandlord to Subtenant, unless such termination is caused by or the result of Sublandlord's negligence, misconduct and or failure to comply with Master Lease or this Sublease.

**B. Operating Costs and Additional Rent.** Subtenant shall be responsible for a pro rated share (equal to 42.6%) of: 1) operating expenses incurred by Sublandlord; 2) Sublandlord's Share of Common Area Expenses and Taxes as described in the Master Lease; and 3) any other additional rent obligations as described in the Master Lease (collectively "Reimbursable Sublandlord Expenses") that are incurred for the benefit of the entire Sublease Premises and, to the extent practical are pre-approved by Subtenant. Payment of Subtenant's share of Reimbursable Sublandlord Expenses shall be due to Sublandlord twenty (20) days after Subtenant receives an invoice from Sublandlord for these costs. At all reasonable times and upon reasonable notice from Subtenant, Sublandlord shall make available for Subtenant's inspection any records in Sublandlord's possession and control which are relevant to the Reimbursable Sublandlord Expenses.

**C. Consideration.** First (1) full month's base rental due upon execution of the Sublease documents to be applied toward first month's base rent when it becomes due.

**D. Tenant Improvements.** Tenant Improvements to the Sublease Premises and Shared Premises shall be constructed as set forth in the Master Lease. As between Subtenant and Sublandlord, Subtenant shall review and approve all plans and specifications of those Tenant Improvements for the Sublease Premises and Shared Premises. Approval shall not be unreasonably withheld. Subtenant shall pay as additional rent the sum not to exceed One hundred thousand dollars (\$100,000) which said sum is equal to Subtenant's share of Tenant Improvements (hereinafter referred to as "Subtenant TI Share"). The Subtenant TI Share shall be paid to Sublandlord upon substantial completion of Subtenant Improvements, and in any event no more than fifteen (15) days following substantial completion. For the purposes of this paragraph, substantial completion shall mean completion of Subtenant Improvements in accordance with the plans and specifications for said improvements, as reasonably determined by Subtenant; punch-list type follow-up items are specifically excepted. If Subtenant determines that Substantial Completion has not occurred, or that Substantial Completion has occurred, but not in accordance with the approved plans and specifications, then Subtenant shall, within five (5) days of demand by Sublandlord, notify Sublandlord of each item or items that Subtenant believes is not Substantially Completed, or which item or items are not in accordance with the plans and specifications. At the expiration or earlier termination of this Sublease, Subtenant shall remove trade fixtures attached to the Sublease Premises as requested by Sublandlord or Landlord, and will remove all furniture and equipment brought by Subtenant, and shall reasonably restore the Sublease Premises to the condition existing prior to such installation, all at Subtenant's sole cost and expense.

**E. Insurance.** At time of possession of Sublease Premises, Subtenant shall provide evidence of insurance in accordance with the following:

During the term of this Sublease, Subtenant at its sole cost and expense shall continuously maintain the following types of insurance coverages:

(i) Property Insurance for the protection of Subtenant and Sublandlord, as their interests may appear, covering all of Subtenant's improvements and alterations to the Premises, Subtenant's personal property, business records, fixtures and equipment, and other insurable risks for "all risk" perils, excluding earthquake and flood, in an amount not less than the full insurance replacement cost of such property and the full insurable value of such other interests of Subtenant;

(ii) Worker's Compensation Insurance (if applicable) in the amounts required by statute together with Employer Liability Insurance (or Washington Stop Gap Liability) with bodily injury by accident with limits of at least \$1,000,000 each accident, bodily injury by disease with limits of at least \$1,000,000 each employee, and an aggregate bodily injury by disease limit of at least \$1,000,000 policy limit;

(iii) Commercial General Liability Insurance (occurrence based) with limits of \$2,000,000 each occurrence, and in the aggregate, with coverage for death and bodily injury, property damage or destruction (including loss of use), product and completed operations liability, contractual liability, fire legal liability, personal injury liability and advertising injury liability.

(iv) Automobile liability for use of "any auto" with a bodily injury and property damage combined single limit of at least \$1,000,000.

Sublandlord reserves the right to require that Subtenant provide evidence of any additional insurance as it deems appropriate (i.e., liquor liability, professional liability, etc.).

All insurance required to be carried by Subtenant hereunder shall include the following provisions:

Property:

- (i) Shall release Sublandlord (and its lender, if any) from any claims for damage to business, the Premises, the Building and the Property and to Subtenant's fixtures, personal property, improvements and alterations in or on the Premises, caused by or resulting from risks insured against to the extent that the loss or damage is covered under any insurance policy carried by Subtenant in force at the time of such damage;
- (ii) Shall be issued by Insurance companies authorized to do business in the State of Washington with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide;
- (iii) Shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Sublandlord and Sublandlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy.

Liability:

- (i) Shall be issued by Insurance companies authorized to do business in the State of Washington with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide;
- (ii) Shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Sublandlord and Sublandlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy.
- (iii) Shall be issued as a primary and noncontributory policy; and
- (iv) Sublandlord and Landlord shall be named additional insureds.

Other Insurance Requirements:

- (i) Subtenant shall deliver certificates of such policies together with evidence of payment of all current premiums to Sublandlord within thirty (30) days of execution of this Sublease.
- (ii) Any certificate of insurance shall designate Subtenant as the insured, specify the Premises location, and list Sublandlord with Sublandlord's current address as "Certificate Holder."
- (iii) Subtenant shall take all necessary steps to renew all insurance at least thirty (30) days prior to such insurance expiration dates and shall provide Sublandlord a copy of the renewed certificate, prior to said policy's expiration date.

If Subtenant fails at any time to maintain the insurance required by this Sublease, and fails to cure such default within five (5) business days of written notice from Sublandlord then, in addition to all other remedies available under this Sublease and applicable law, Sublandlord may purchase Commercial General Liability insurance on Subtenant's behalf and the cost of such insurance shall be Additional Rent due within ten (10) days of written invoice from Sublandlord to Subtenant.

**F. Mutual Waiver of Subrogation.** Sublandlord and Subtenant release and relieve the other, and waive the entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises, the Building or the Property to the extent that the loss or damage is actually covered (and claim amount recovered) by insurance carried by either party and in force at the time of such loss or damage. This waiver applies whether or not the loss is due to the negligent acts or omissions of Sublandlord or Subtenant, or their respective officers, directors, employees, agents, contractors, or invitees. Each of Sublandlord and Subtenant shall have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

Notwithstanding the above, Subtenant shall be permitted the following in satisfaction of the above insurance requirements:

**Self-Insurance:** King County, charter county government under the constitution of the State of Washington, herein referred to as "Subtenant", maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the Subtenant's liabilities including injuries to persons and damage to property. Sublandlord and Landlord acknowledge, agree and understand that the Subtenant is self-funded for all of its liability

exposures. The Subtenant agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease Agreement. The Subtenant agrees to provide the Sublandlord and Landlord with at least 30 days prior written notice of any material change in the Subtenant's self-funded program and will provide the Sublandlord and Landlord with proof of self-insurance as adequate documentation of coverage. Sublandlord and Landlord further acknowledge, agree and understand that the Subtenant does not purchase Commercial General Liability insurance and is a self-insured governmental entity, therefore the Subtenant does not have the ability to add the Sublandlord or Landlord as an additional insured.

**G. Hold Harmless/Indemnity.**

**Property:** As respects damage to Subtenant property, Sublandlord shall not be responsible for any physical loss of or damage to any of Subtenant's items of personal property, or other property in Subtenant's care, custody or control.

**Indemnity:** Subtenant shall indemnify, defend (using legal counsel reasonably acceptable to Sublandlord) and save Sublandlord and its property manager (if any) harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Sublandlord's personnel and overhead costs and reasonable attorneys fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property as a result of:

- (i) Subtenant's occupation, use or improvement of the Premises, or that of its employees, agents or contractors;
- (ii) Subtenant's breach of its obligations hereunder; or
- (iii) Any negligent act or omission of Subtenant or any sub-Subtenant, licensee, assignee or concessionaire of Subtenant, or of any officer, agent, or employee of Subtenant in or about the Premises.

This indemnity with respect to casualties or accidents occurring during the term of this Sublease shall survive termination or expiration of this Sublease. The foregoing indemnity covers actions brought by Subtenant's own employees and it is specifically and expressly intended to constitute a waiver of Subtenant's immunity under Washington law, including, without limitation, Washington's Industrial Insurance Act, RCW Title 51 *et seq.*, to the extent necessary to provide Sublandlord with a full and complete indemnity from claims made by Subtenant and its employees, to the extent provided herein. Subtenant shall promptly notify Sublandlord of casualties or accidents occurring in or about the Premises.

**SUBLANDLORD AND SUBTENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

**H. Release.** Subtenant hereby fully and completely waives and releases all claims against Sublandlord for any losses or other damages sustained by Subtenant or any person claiming through Subtenant resulting from any accident or occurrence in or upon the Premises, including but not limited to: any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of project facilities or services; any defect in or failure of Common Areas; broken glass; water leakage; the collapse of any Building component; any claim or damage resulting from Sublandlord's repair, maintenance or improvements to any portion of the Building or Property; provided only, that the release contained in this Section shall not apply to claims for actual damage to persons or property (excluding consequential damages such as lost profits) resulting directly from Sublandlord's negligence or willful misconduct or from Sublandlord's breach of its express obligations under this Sublease which Sublandlord has not cured within a reasonable time after receipt of written notice of such breach from Subtenant.

**I. Limitation on Indemnity.** In compliance with RCW 4.24.115 as in effect on the date of this Sublease, all provisions of this Sublease pursuant to which Sublandlord or Subtenant (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Premises,

- (i) Shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and
- (ii) To the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees shall apply only to the extent of the Indemnitor's negligence; provided, however, the limitations on indemnity set forth in this Section shall automatically and without further act by either Sublandlord or Subtenant be deemed amended so as to remove any of the restrictions contained in this Section no longer required by then-applicable Law.



J. Definitions. As used in any Section of this Sublease establishing indemnity or resublease of Sublandlord, "Sublandlord" shall include Sublandlord, its partners, officers, agents, employees and contractors, and "Subtenant" shall include Subtenant and any person or entity claiming through Subtenant.

K. Brokerage. Sublandlord and Subtenant each warrant to the other that they have had no dealing with any real estate broker or agent in connection with the negotiation of this Sublease, excepting only Washington Partners, and that each knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Sublease. Subtenant and Sublandlord each hereby indemnify the other from any claim for commission by any broker or agent claiming through the indemnifying party whose name is not inserted in this paragraph.

SECTION 7 MISCELLANEOUS

A. All terms spelled with initial capital letters in this Sublease that are not expressly defined herein will have the respective meanings given such terms in the Master Lease.

B. This Sublease agreement, the Master Lease and the Consent by Landlord (executed in connection herewith), constitute the entire agreement between the parties relating to the subject matter herein and supercedes any and all prior oral or written agreements.

C. This Sublease may only be modified or amended by a written agreement executed by Subtenant and Sublandlord, and approved by Landlord in writing.

D. No provision of this Sublease shall be deemed to have been waived by Sublandlord or Subtenant unless such waiver is in writing and signed by the party to be bound. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term of this Sublease shall not preclude, or be deemed a waiver by, that party to seek such redress or performance of the same term on any other occasion.

E. Each person signing this Sublease on behalf of Sublandlord or Subtenant represents and warrants that he has full authority to do so and that this Sublease binds the corporation on behalf of which such person is acting.

F. This Sublease may be executed on any number of identical counterparts, each of which will be deemed to be an original and all of which will constitute the same Sublease.

G. This Sublease shall not constitute, nor shall it be construed to constitute, a merger of any party's interest or estate under the Master Lease or this Sublease. It is the intent of the Parties that upon execution of this Sublease and the Landlord's written consent hereof, the Master Lease and this Sublease shall each separately continue in full force and effect in accordance with their terms.

H. This Sublease shall be of no force or effect unless and until consented to by Landlord.

IN WITNESS WHEREOF, Sublandlord and Subtenant, have executed this Sublease as of the day and year first hereinabove written.

SUBLANDLORD: DOWNTOWN SEATTLE ASSOCIATION  
dba Urban Mobility Group  
a Washington non-profit corporation

By: Kathleen F. Johnson  
Its: President  
Address: 500 Union St  
Seattle

SUBTENANT: KING COUNTY DEPARTMENT OF  
TRANSPORTATION

APPROVED AS TO FORM  
By: Scott Johnson  
Scott Johnson, Prosecuting Attorney

By: John S. Gyl  
Its: DIRECTOR\*  
Address: 201 S JACKSON ST  
SEATTLE WA 98104

SUBLANDLORD ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

On this day personally appeared before me Kathleen F. Jenkins, to me known to be the President of Downtown Seattle Ass. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 14<sup>th</sup> day of July, 2005.



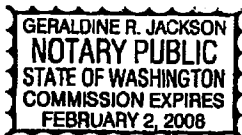
Ruth M. Alford  
Ruth M. Alford  
(print notary's name)  
Notary Public in and for the State of Washington  
residing at Redmond  
My commission expires: 05/29/2006

SUBTENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

On this day personally appeared before me Harold Taniguchi, to me known to be the Director of the Department of Transportation of King County, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August, 2005.



Geraldine R. Jackson  
GERALDINE R. JACKSON  
(print notary's name)  
Notary Public in and for the State of Washington  
residing at Renton  
My commission expires: Feb 2, 2008

15922

Attachment #1637

ORIGINAL

3<sup>rd</sup> LEASE AMENDMENT AND EXTENSION

**THIS AMENDMENT** is dated this 18th day of May, 2006 by and among Ramdas Investments, LLC, "Landlord" and King County, a political subdivision of the State of Washington "Tenant".

RECITALS

A. Landlord, by that certain Lease dated April 29, 1998 as amended by an Amendment to Lease dated May 26, 2000, and as further amended by a 2<sup>nd</sup> Lease Amendment and Acknowledgement of Month to Month Term dated April 19, 2004, collectively "the Lease", leased to Tenant certain real property located within **Briarwood Shopping Center** and premises address of **12644 SE 128<sup>th</sup> St., Renton, WA 98058**.

B. **Suite 12644**. The Lease has been a Gross Lease which is on a month to month basis which has been determined to be at it's expiration on **May 31, 2006**. The current fixed total monthly rental amount is **\$880.00**.

C. Tenant and Landlord hereby express their mutual desire to amend, by this writing, those terms, covenants and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Commencement and Term**. The extended term shall commence contemporaneously with the expiration of the existing lease term on June 1, 2006. The extended lease term shall be for a period of Two (2) Years and shall expire May 31, 2008

2. **Rent & Escalation**. Commencing on June 1, 2006 Tenant shall pay minimum base rent, in addition to all other charges due under the Lease, as provided in the schedule below.

**Extension Term Rental**

<b>Years</b>	<b>Period</b>	<b>Monthly Base Rent</b>
1 - 2	6/1/2006 - 5/31/2008	\$1,600/Month, NN

3. **Tenant Expenses**. In addition to the Monthly Base Rent as described in the above rental schedule and during the term of this extended period as herein granted Tenant shall be responsible for its pro rata share ("Tenant's Share") of Real Estate Taxes "Tax" and Insurance ("Net Net"). Tenant's pro rata share of Real Estate Taxes and Insurance to be paid by Tenant to Landlord shall be a fraction of such Real Estate Taxes and Insurance costs, the numerator of which is the square footage of floor area leased to Tenant, and the denominator of which is the total square footage of floor area of all buildings in that portion of the Shopping Center owned by Landlord and which buildings that are subject to the Insurance and Tax which is being prorated, excluding any outside nursery or display areas and any mezzanine space used solely for employee facilities and/or for office space related to retail sales made by the occupant on the occupant's premises. A current 2006 Budget depicting the estimated cost of Tax and Insurance is attached hereto, by example, as Exhibit "A".

**Tenant hereby acknowledges** that all other terms and conditions of the Original Lease not expressly amended hereby, shall continue as provided for in the Lease.

IN WITNESS WHEREOF, this instrument has been signed as of the date first above written.

**LANDLORD:**

Ramdas Investments, LLC

By: [Signature]  
It's: managing partner  
Date: 6/8/06

**TENANT:**

King County, a political subdivision of the State of Washington

**APPROVED AS TO FORM ONLY**

[Signature]  
By: Don Woodworth  
Senior Deputy Prosecuting Attorney

**KING COUNTY SHERIFF**

[Signature]

By: Sue Rahr, Sheriff

Permanent Address for Notices (TENANT):

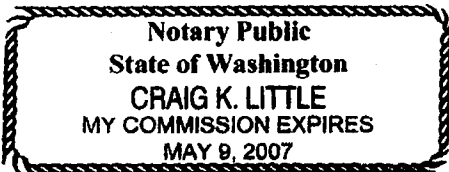
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_

**LANDLORD NOTARY**

State of WA )  
County of King ) )SS.

On this 8 day of June, 2006 before me, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared \_\_\_\_\_ of Ramdas Investments LLC, to me known to be the (Name of Individual) (Name of LLC, Partnership, Corporation if applicable) named in and which executed the foregoing instrument and (Insert Individual, LLC, Corporation, Partnership) acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year above written.



[Signature]  
NOTARY PUBLIC for the State of WA  
residing at Newton  
My commission expires 5/9/2007

**TENANT NOTARY**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public  
in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared  
\_\_\_\_\_ of \_\_\_\_\_, to me known to be the  
(Name of Individual) (Name of LLC, Partnership, Corporation if applicable)  
\_\_\_\_\_ named in and which executed the foregoing instrument and  
(Insert Individual, LLC, Corporation, Partnership)  
acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein  
mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING       )

I certify that Dave Mayrhofer signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Asst. Director - Land of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 5/31/06



Mark R. Phillips

NOTARY PUBLIC in and for the State of  
Washington residing at Bellvue My  
appointment expires 6/15/08.

GIVEN under my hand and official seal this 31<sup>st</sup> day of May, 2006

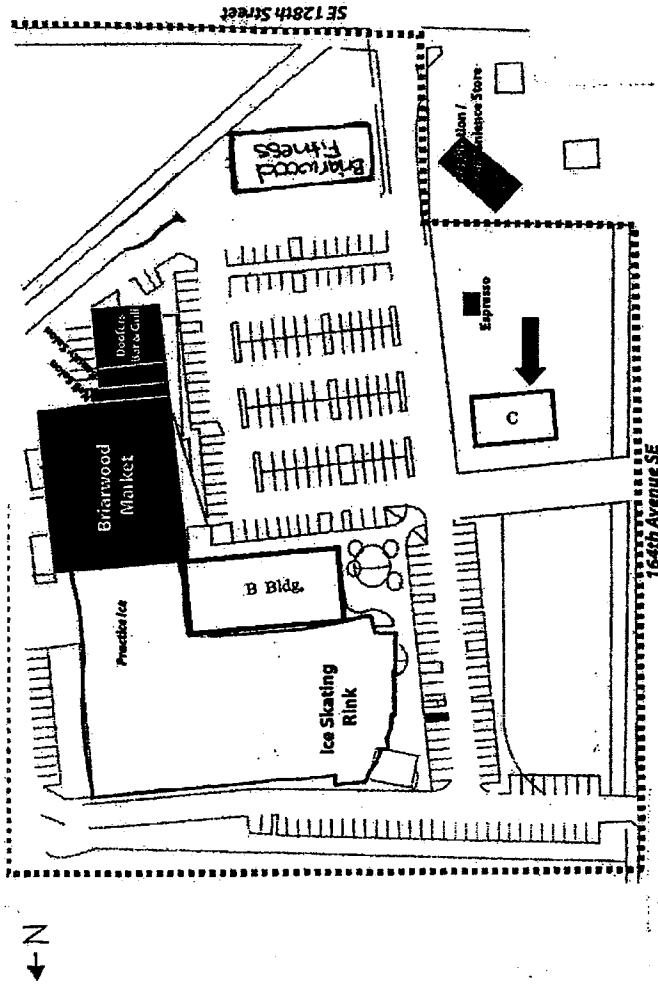
# EXHIBIT "A"

## BRIARWOOD CENTER 2006 BUDGET

	BUDGETED EXPENSE	King County Sheriff 1,296
<b><u>INSURANCE</u></b>		
Insurance	\$ 9,364.95	\$ 299.61
Liability Insurance	\$ 1,040.55	\$ 33.29
<b>TOTAL INSURANCE</b>	<b>\$ 10,405.50</b>	<b>\$ 332.90</b>
<b><u>REAL ESTATE TAX</u></b>		
Taxes - Septic #107961-0050-09	\$ 3,610.00	\$ 55.67
Taxes - Shops/Market #107961-0020	\$ 30,200.00	\$ 1,286.92
<b>TOTAL TAXES</b>	<b>\$ 33,810.00</b>	<b>\$ 1,342.59</b>
<b>TOTAL BUDGETED EXPENSES</b>	<b>\$ 44,215.50</b>	<b>\$ 1,675.50</b>
<b>MONTHLY TOTAL</b>		<b>\$ 139.62</b>
<b>PSF</b>		<b>\$ 1.29</b>
<b>MONTHLY INSURANCE</b>		<b>\$ 27.74</b>
<b>MONTHLY TAX</b>		<b>\$ 111.88</b>
<b>MONTHLY TOTAL</b>		<b>\$ 139.62</b>



SITE PLAN



04/13/06, 10:19 AM

- Deleted: 9:38 AM
- Inserted: 9:38 AM
- Deleted: 9:34 AM

# 15922

Attachment D

**Lease Agreement Between  
Enumclaw School District, Enumclaw Regional Hospital, King County  
(Addendum to Lease between King County and Enumclaw Hospital-King County Lease #1692)**

This Commercial Lease Agreement ("Lease")(addendum to above referenced Lease) is made and effective August 15, 2006, by and between Enumclaw School District ("Landlord") and Enumclaw Hospital (tenant) and the King County W.I.C. program. ("Subtenant, Public Health Seattle and King County")

Landlord is the owner of land and improvements commonly known as JJ Smith Elementary and numbered as 1640 Fell Street, Enumclaw, WA 98022.

Landlord makes available for lease Main Office and adjoining rooms in the main JJ building (the "Leased Premises"). ( 908 square feet)

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning August 15, 2006, and ending August 31, 2008, or at which time before then, when building is managed by another entity or organization. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. This lease may be terminated by either party during the lease term by giving written notice of sixty (60) days.

**2. Rental.**

Tenant shall pay to Landlord during the Initial Term rental of 15 cents per square foot per month, payable on the first day of each month. Rental amount is established to offset utility costs, and can be adjusted during the term of this lease by the Landlord with notification to the tenant. Each installment payment shall be due on the first day of each calendar month during the lease term to Landlord at 2929 McDougall Avenue, Enumclaw, WA 98022 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

**3. Use**

A. The tenant's intended use of the Leased Property is primarily of a community service nature.

B. The use and terms of this lease are consistent with Enumclaw School District Policy #4260

C. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### **4. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### **5. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Any alterations or improvements must be done in a manner that will allow premises to be returned to its present condition.

#### **6. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. The tenant shall obtain a certificate of insurance listing the landlord as an additional insured. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. King County, Washington is self insured, and will provide proof of such self insurance to the School District and the Hospital. Sections A, B, and C above do not apply.

#### **7. Utilities.**

Subtenant shall pay all charges for telephone and internet connections used by Subtenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Subtenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Subtenant shall not use any equipment or devices that utilizes excessive electrical

energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### **8. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

#### **9. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

#### **10. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

#### **11. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **12. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter

diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**13. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**14. Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**15. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**16. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord to:**

ENUMCLAW SCHOOL DISTRICT NO. 216

2929 MCDOUGALL AVENUE

ENUMCLAW, WA 98022

**If to Tenant to:**

Enumclaw Hospital

[Tenant]

PO BOX 218

ENUMCLAW WA 98022

(Tenants address)

**If to Subtenant to:**

King County Real Estate Services Section

500 4<sup>th</sup> Avenue, Room 500 King County Administration Building

Seattle, Wa. 98104

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**17. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**18. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**19. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**20. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**21. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**22. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**23. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**24. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.


**25. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

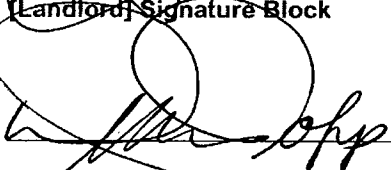
**26. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

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

  
\_\_\_\_\_  
(Landlord) Signature Block

Director, Business & Operations 8/24/06

  
\_\_\_\_\_  
Tenant Signature

8-23-06

**Subtenant signatures:**

King County, Washington

By: *Michael Kuhn for*

Date 8/24/06

Public Health, Seattle and King County

By: *K Muhlorn*

Date: 08/07/06

Approved as to form only:

By: *Don Woodworth*

Don Woodworth, Sr. Deputy Prosecuting Attorney

Date 8/18/06



# 15922

Attachment E

## AMENDMENT OF LEASE

1694<sup>1</sup>A & B

Execution of this Lease Amendment will amend the certain lease dated October 1, 1999 ("Lease"), wherein Community Health Centers of King County, (hereinafter called the Lessor) and King County, a political subdivision of the State of Washington (hereinafter called Lessee) entered into a lease agreement for the Premises located at the 4<sup>th</sup> floor of the Auburn Medical Arts Building ("Building") 126 Auburn Avenue, Auburn, WA 98001. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property". This Lease Amendment will be on all the same terms and conditions except as follows:

1. **TERM.** The term of the lease shall be starting October 1, 2004, and ending June 30, 2007.
2. **Section 4 is amended to reflect the substitution of the following language:**

**BASE RENT.** The base monthly rent per square foot per year of the leased premises for the new term shall be as follows:

October 1, 2004 - March 31, 2006	\$13.50
April 1, 2006 - June 30, 2007	\$17.25

The leased premise is 5,303 square feet for the period October 1, 2004 to June 30, 2006. The leased premise is 5,040 square feet starting July 1, 2006. The base rent will reflect this square footage.

3. **Section 5 of the Lease (Utilities and Service) is amended to reflect the substitution of the following language:**

**TRIPLE NET.** As additional rent, Lessee shall pay to Landlord on the first of each month with payment of Lessee's base rent, one-twelfth of Lessee's Pro Rata Share of Operating Costs.

**LESSEE'S PRO RATA SHARE.** Lessor and Lessee agree that Lessee's Pro Rata Share is 24% based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building and all other buildings on the property as of the date of this Lease Amendment for the period October 1, 2004 to June 30, 2006. The Lessee's Pro Rate Share will be changed to 23% when the leased premise square footage is reduced to 5,040 square feet or the period beginning July 1, 2006.

**OPERATING COSTS.** As used herein, "Operating Costs" shall mean all cost of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Lessor and (to the extent used) deductibles; water, sewer and all other utility charges (other than utilities separately metered and paid directly by Lessee or other tenants); janitorial and all other cleaning services; refuse and trash removal; refurbishing and repainting; carpet replacement; air conditioning; heating, ventilation and elevator service; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; amortization (in accordance with generally accepted accounting principals) of capital improvements as Lessor may in the future install to comply with governmental regulations and rules or undertaking in good faith with a

reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by the Lessor); and costs of legal services (except those incurred directly relating to a particular occupant of the Building); accounting services, labor, supplies, materials and tools. Operating Costs shall NOT include: Depreciation on the Building or equipment therein; loan payments; real estate broker's commissions; capital improvements to or major repairs of the Building shell (i.e., the Building structure, exterior walls and roof) not described in this paragraph; or any costs regarding the operation, maintenance and repair of the Premises, the building, or the Property incurred and/or paid for by the Lessor or other tenants in the Building.

**METHOD OF PAYMENT.** Lessor shall provide Lessee, at the signing of the Lease Amendment, the actual costs of the annual Operating Costs for the calendar year in which the Lease Amendment commences and a good faith estimate of the annual Operating Costs for the each succeeding calendar year of the Lease Amendment term. Lessor shall also provide to Lessee, as soon as possible following the first day of each calendar year, an Operating Costs Statement that sets forth the actual amounts incurred for Operating Costs for the preceding calendar year. In the event the amount of the Lessee's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by the Lessee for such calendar year, Lessee shall pay to Lessor the difference within thirty (30) days following the receipt of the Operating Costs Statement. In the event the sum of such installments exceeds the amount of the Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Lessee's future Pro Rata Share of the Operating Costs payable by Lessee. In the event the estimated amount of Lessee's Pro Rata Share of Operating Costs has not yet been determined for any calendar year, Lessee shall pay the month installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to the Lessee. After this estimate is provided, the Lessee shall pay or be credited with the difference in the amounts paid and the estimate for the Pro Rata Share of the Operating Costs until the estimate is provided, based upon the same method described in the section for the payment or credit of the difference in the annual Operating Costs Statement.

4. Section 3 of the Lease is no longer applicable.
5. Except as specifically modified by the terms hereof, the aforesaid Lease and subsequent Lease Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment by their duly authorized officers.

~~Community Health Centers of King County~~

KING COUNTY, WASHINGTON

BY: [Signature]

BY: [Signature]

TITLE: CEO

TITLE: Manager, Real Estate Services

DATE: January 26, 2007

DATE: 1-22-07

APPROVED AAS TO FORM:

BY: [Signature]

TITLE: Deputy Prosecuting Attorney

DATE: 1/16/07

Department of Public Health, King County

BY: [Signature]

Dorothy F. Teeter

TITLE: Interim Director

DATE: 12-20-06

ORIGINAL

15922

Attachment F

Lease# 1825 ✓

LEASE AGREEMENT

40803 Res 7511 03-19-07 07-211

THIS LEASE AGREEMENT, dated March 16, 2007, is made by and between the City of Bellevue, a municipal corporation of the State of Washington (hereinafter called Lessor), and King County, a political subdivision of the State of Washington (hereinafter called Lessee):

WITNESSETH:

1. **Premises:** Lessor does hereby agree to lease to Lessee "as is" for use as solely a District Court facility (which may include existing uses by the Superior Court), those certain Premises within the buildings and grounds of the Surrey Downs Property, situated in Bellevue, Washington, which is legally described in Exhibit A attached hereto. Those certain Premises within the buildings and grounds of the Surrey Downs Property consist of those shown on Exhibit B attached hereto, together with access to parking for employees and the public using the court facilities in the existing parking facilities at the site as further shown on Exhibit B attached hereto. The square footage of the portion of the Premises that is buildings consists of 12,618 square feet in the Core/East Wing. The Premises address is 585 112<sup>th</sup> Avenue SE, Bellevue, WA 98004.

2. **Term:**

The term of this Lease will commence on January 1, 2007 and will terminate on December 31, 2008 unless extended by mutual written agreement executed by both parties prior to termination.

3. **Rent:** In consideration of Lessee's obligations under this agreement, Lessee will not be obligated to pay rent during the term of this Lease. If the parties renew the Lease after this term of the Lease expires, the parties will negotiate a new rental rate based on fair market value established by an appraisal conducted by the City of Bellevue. However, all other terms and conditions of this Lease shall remain in effect unless modified pursuant to written agreement of the parties.

4. **Utilities and Maintenance:** Lessor shall provide for electricity, water, sewer, garbage removal from trash containers located outside the buildings, and yard and parking maintenance serving the Premises.

5. **Costs:**

A. Lessee shall be responsible for paying on a quarterly basis its proportional share of water/sewer, electricity, waste disposal and yard/parking maintenance costs. These utility

and maintenance costs shall be calculated on a monthly basis. For year 2007, it shall be base amount as set forth below plus the base amount multiplied by the increase from July 1, 2005 to June 30, 2006 in the Consumer Price Index (CPI) for the Seattle Metropolitan Area.:

<u>Service</u>	<u>Monthly Charge per Square Foot</u>	<u>Total Monthly Charge</u>
Water/Sewer	\$.0330	\$416.39
Electricity	\$.1109	\$1399.33
Waste Disposal	\$.0088	\$111.03
Yard/Parking Maint.	\$.0374	\$471.91

For year 2008, the cost shall be calculated as follows: the 2007 amount plus the 2007 amount multiplied by the increase from July 1, 2006 to June 30, 2007 in the Consumer Price Index (CPI) for the Seattle Metropolitan Area.

B. Other than the services provided and paid for under Sections 4 and 5 of this Lease, Lessee shall be responsible for the maintenance and operation of the portions of the Premises that consists of buildings. Lessee is further obligated to ensure that its portion of the premises complies with all Federal, State and Local laws, including but not limited to the American With Disabilities Act (ADA). Lessor shall be responsible for the maintenance and operation of all other portions of the Premises and of the Surrey Downs Property.

C. Any tenant improvements shall be at the sole cost, expense and responsibility of the Lessee and shall comply with all Federal, State and Local laws.

6. **Alterations and Maintenance:** Lessee shall not make any structural alterations or additions to the Premises without the prior written permission of the Lessor, which consent shall not be unreasonably withheld. Any alterations shall become the property of Lessor upon termination of the lease.

7. **Indemnity and Hold Harmless:**

A. Lessee shall protect, defend, indemnify and save harmless Lessor from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from (a) the negligence or willful misconduct of Lessee, its employees, or agents as a part of Lessee's use of the Premises; or (b) any breach or default by Lessee in the performance of any obligation on Lessee's part to be performed under the Lease. This indemnity does not apply to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of Lessor, its agents, employees, contractors or invitees. In the absence of comparative or concurrent negligence on the part of Lessor, the foregoing indemnity shall also include reasonable costs, expenses and attorneys' fees incurred in connection with any indemnified claim or incurred by Lessor in successfully establishing the right to indemnity. Lessee agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Lessee, by mutual negotiation, hereby waives, as respects Lessor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

B. Lessor shall protect, defend, indemnify and save harmless Lessee from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from (a) the negligence or willful misconduct of Lessor, its employees, or agents as a part of Lessor's use of the Premises; or (c) any breach or default by Lessor in the performance of any obligation on Lessor's part to be performed under the Lease. This indemnity does not apply to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of Lessee, its agents, employees, contractors or invitees. In the absence of comparative or concurrent negligence on the part of Lessee, the foregoing indemnity shall also include reasonable costs, expenses and attorneys' fees incurred in connection with any indemnified claim or incurred by Lessee in successfully establishing the right to indemnity. Lessor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Lessor, by mutual negotiation, hereby waives, as respects Lessee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

C. When a claim is caused by the joint negligence of willful misconduct of Lessor and Lessee, their employees, agents, or invitees, each party's duty to indemnify and defend shall be proportionate to said party's allocable share of joint negligence or willful misconduct.

8. **Consequential Damages.** Lessor and Lessee hereby waive any claim for incidental or consequential damage that may arise from a breach of the terms of this Lease.

9. **Insurance:** The Lessor acknowledges, accepts, and agrees that the Lessee is self-insured and Lessee will provide proof of such self-insurance including evidence that Lessee is insuring the content of the structure, upon the request of the Lessor.

10. **Arbitration:** Lessor and Lessee agree that should any dispute arise concerning this lease both parties shall submit to binding arbitration.

11. **Subletting and Assignment:** Lessee shall not sublet the whole or any part of the Premises, nor assign this lease or any interest thereof, without the prior written consent of the Lessor. The Lessor acknowledges and consents to the Lessee's use of the facility to provide District Court services to other jurisdictions and for some use by the Superior Court as identified in Section 1 of this lease, provided that Superior Court services may expand in case of an emergency situation.

12. **Damage or Destruction:** In the event the Premises are damaged to such an extent as to render them untenantable in whole or in part and Lessor elects to repair or rebuild, at Lessor's sole expense, the work shall be prosecuted without unnecessary delay. If within sixty (60) days the Lessor shall fail to proceed to repair or rebuild, Lessee shall have the right to either repair or rebuild, at Lessee's sole cost and expense or to declare this lease terminated by written notice served on the Lessor. If the Premises are destroyed or damaged to such extent that in the opinion of the Lessor it shall not be practical to repair or rebuild, it shall be optional with Lessor to terminate

this lease by written notice to Lessee within sixty (60) days after such damage or destruction unless Lessee thereafter elects to repair or rebuild at Lessee's sole cost and expense.

13. **Liens:** Lessor and Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee or Lessor.

14. **Right of Entry:** Due to the sensitive and confidential nature of the court services that Lessee will be providing in the Premises, Lessee shall have exclusive control of the Premises. Lessor may enter the premises for emergency purposes without prior consent of the Lessee, provided, Lessor shall notify Lessee of such entry and the purpose for the entry as soon as reasonably possible thereafter. To protect the sensitive and confidential nature of the court services, Lessor shall be entitled to enter the Premises in non-emergency situations only as follows: Lessor may with Lessee's prior permission enter the Premises at reasonable times to inspect the same, repair the Premises and may for the purpose, erect scaffolding and other necessary structures when reasonably required by the character of the work performed, provided that the entrance to the Premises shall not be blocked thereby, and further provided that the court activities of Lessee shall not be interfered with unreasonably. Except for emergencies, Lessor shall give reasonable notice in order to receive permission before entry into the Premises. This section shall not limit Lessee's entry into the portion of the Premises open to the public during the times it is open to the public for the purpose of participating in the court services to be provided by Lessor. Moreover, this provision does not apply to Lessor's Prosecution and Probation staff who may continue to have access to the Premises during times it is open to the public in the manner they have traditionally enjoyed..

15. **Hazardous Substances:** Lessor and Lessee mutually agree that no generation or use of hazardous substances (Hazardous Substances) will occur on the Premises, provided, this provision shall not prohibit the use of cleaning supplies of the type that are typically used in similar facilities.

16. **Waiver of Subrogation:** Lessor and Lessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire and extended coverage insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

17. **Eminent Domain:** Should the Premises or any portion thereof be taken for public use by right of eminent domain with or without litigation by the state or federal government, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby

other than that portion of said award, if any, based upon a taking of the Lessee's leasehold improvements or affixtures, shall belong and be paid to Lessor, and Lessee hereby assigns, transfers, and sets over to Lessor all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the Premises so taken shall be more than twenty-five percent (25%) of the entire area leased by Lessee, Lessee shall have the option, to be exercised by written notice given to Lessor within thirty (30) days after the date of notice of taking, to terminate this lease and relocate to another facility to conduct court operations through the remainder of the lease term, all at Lessor's expense. If either less or more than twenty-five percent (25%) of the Premises is taken and the Lessee does not elect to terminate as herein provided, the Lessor shall either make such reconstruction of the Premises as may be required, or provide reasonable alternative space available for Lessee's use.

18. **Surrender of Premises:** At the end of the term of this lease or any extension thereof or other sooner termination of this lease, Lessee will peaceably deliver up to Lessor possession of the Premises in the same condition as exists at the commencement of this lease, except for ordinary wear and tear and damage by fire, earthquake, act of God or the elements, and Lessee will deliver all keys to the Premises to the Lessor. Lessee at Lessee's expense will remove Lessee's personal property and goods and effects, and those of all persons claiming under Lessee. Lessee shall have the right to remove its fixtures and return the area and/or premises to a safe condition upon removal. In addition, Lessee shall have the right to remove all light fixtures from within the building(s) consistent with any directive of the Environmental Protection Agency ("EPA") concerning such light fixtures, unless the City contractually agrees to so remove such light fixtures consistent with any directive of the EPA and return the area and/or premises to a safe condition upon removal.

19. **Costs and Attorney's Fees:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease will be in Pierce County.

20. **Successors and Assigns:** All of the agreements, conditions and provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

21. **Anti-Discrimination:** In all services or activities, and all hiring or employment made possible by or resulting from this lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessor shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964 or King County Code 12.16.020. Any violation of this provision shall be considered a violation of a material provision of this lease and shall at Lessee's sole discretion be



grounds for cancellation, termination, or suspension, in whole or in part, of the lease and may result in ineligibility for further agreements. The Lessor will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

22. **Quiet Enjoyment:** KING COUNTY plans to upgrade existing facilities and to construct, operate and maintain a force main between the Bellevue Pump Station and the Eastside Interceptor (the "Project"); and, it is necessary for King County to acquire perpetual exclusive subsurface easements granting Grantee and its successors and assigns the right to install, construct, own, operate, maintain and repair underground pipelines, and related equipment, appurtenances, utilities and facilities to provide for the conveyance of sewage to the Project and the conveyance of treated wastewater to outfalls located in Puget Sound. Except for any disturbance caused by this project, Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this lease without unreasonable disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provision of this lease and subject to underlying matters of record to which this lease is or may become subject to and subordinate. Lessor shall not be responsible for interruption of utilities or other such services, or other adverse effects on Lessee's quiet enjoyment which arise through no fault of Lessor. Lessor shall consult with Lessee prior to undertaking any demolition or construction on the Surrey Downs Property and any such demolition or construction shall not disturb court operations.

23. **Miscellaneous:**

A. Lessee's obligations to Lessor, if any, that extend beyond a current calendar year are contingent upon, if appropriate, approval of the lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this lease and all Lessee obligations hereunder will terminate at the end of the calendar year in which such approval of appropriation expires.

B. If either the City of Bellevue or King County terminate its agreement for court services, either party may terminate this lease and any further obligations will immediately cease.

C. Lessee may place, with the permission of the Lessor, signs designating the building as a courthouse. Such signs will be solely at Lessee's expense and may be placed on or around the building and at the entrance to the property. The location and dimensions of such signs are subject to approval of the Lessor. Such sign shall comply with all Federal, State, and Local regulations including, but not limited to the City of Bellevue Sign Code. Lessee shall secure any appropriate permits prior to installation and shall be responsible for maintenance of said new signs.

24. **Notices:** All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

To Lessee: King County Real Estate Services Section  
500 Fourth Avenue, Suite 500

Seattle, WA 98104-3279

To Lessor: City of Bellevue  
P.O. Box 90012  
Bellevue, WA 98009-9012

or at such other address as either party may designate to the other in writing.

25. **Time:** Time is of the essence of this lease and of each and all of the agreements, conditions, and provisions herein.

26. **Entire Agreement:** This lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the leasing, occupancy and use of the Premises and Lessee's use of the building and other matters set forth in this lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

27. **Interpretation - State Law:** The titles to paragraphs of this lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This lease shall be governed by the laws of the State of Washington.

28. **Severability:** The unenforceability, invalidity, or illegality of any provision of this lease shall not render the other provisions unenforceable, invalid or void.

29. **Addenda:** Any addendum attached hereto and either signed or initialed by the Lessor and Lessee shall be deemed a part hereof.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

LESSOR: Bellevue, Washington

LESSEE: King County, Washington

By: Brian Muzak

By: Harold M. Kelly

Date: 3-16-07

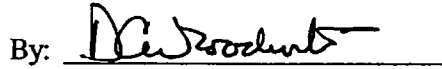
Date: 3/1/07

APPROVED AS TO FORM ONLY:

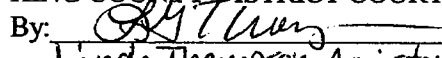
By:   
Jerome Y. Roaché  
Assistant City Attorney

Date: 3/17/07

APPROVED AS TO FORM ONLY:

By:   
Don Woodworth, Senior Deputy Prosecuting Attorney  
Date: 2/20/07

KING COUNTY DISTRICT COURT

By:   
Linda Thompson, Assistant Presiding Judge  
Date: 2/20/07

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING        )

I certify that Harold McNelly signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Acting Mayor-RES of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 3/1/07

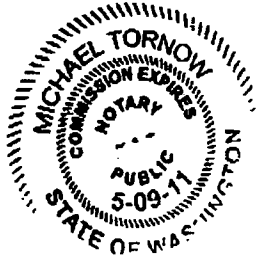


Mark R. Phillips  
NOTARY PUBLIC in and for the State of Washington residing at Bellevue. My appointment expires 6/15/08

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING        )

On this day personally appeared before me Brad Miyake, to me known to be the Deputy City Manager of the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 26 day of March, 2007.



Michael Tornow  
NOTARY PUBLIC in and for the State of Washington residing at Bothell. My appointment expires 5-9-11

## EXHIBIT A

### Surrey Downs Property Legal Description

That portion of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 32, T25N, R5E, W.M. in King County Washington, lying easterly of the replat portion of Surrey Downs Addition No. 1, according to the plat thereof recorded in Volume 65 of Plats, page 17, in King County, Washington, and easterly of the plat of Surrey Downs Addition No. 1, according to the plat thereof recorded in Volume 50 of Plats, pages 32-34, in King County, Washington, and southerly of the plat of Surrey Down Addition No. 2, according to the plat thereof recorded in Volume 60 of Plats, page 10, in King County, Washington;

EXCEPT the east 30 feet dedicated to the City of Bellevue for street and highway purposes by instrument recorded under Recording Number 4860655; and

EXCEPT roads; and

EXCEPT that portion described as follows:

Beginning at the SW corner of Lot 3, Block 12, Surrey Downs Addition No. 2;

Thence east along the south line of said lot to the SE corner of said lot;

Thence southwesterly along a line bearing S33°10'18"W to a point 28.7 feet from said southeast corner;

Thence in westerly direction a distance of 103.62 feet to the point of beginning; and

EXCEPT that portion described as follows:

Beginning at the southwest corner of Lot 2, Block 12, Surrey Downs Addition No.2;

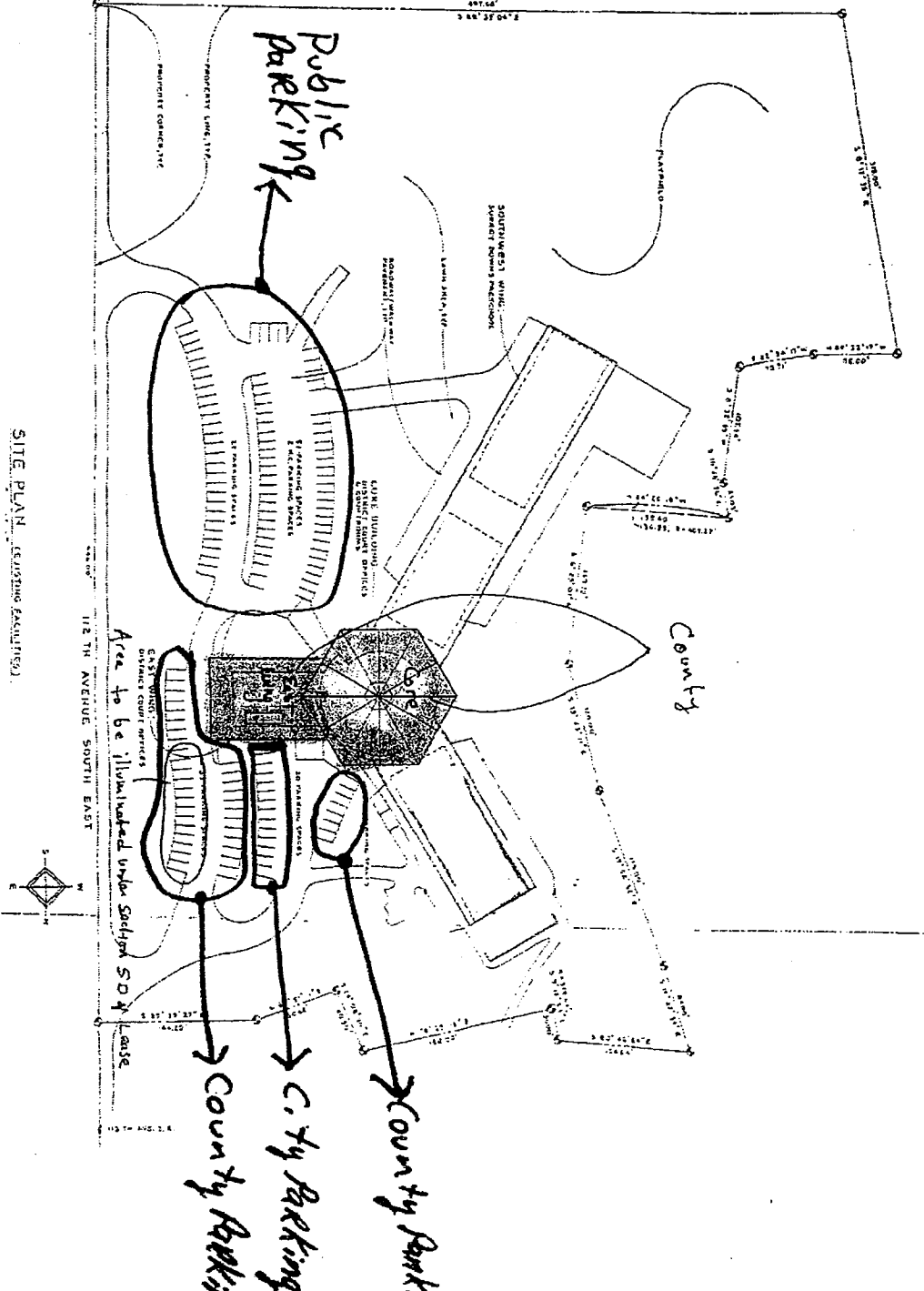
thence southwesterly along a line bearing S33°10'18"W to a point which is 28.7 feet from said southwest corner;

thence in a southeasterly direction to the south point of said lot;

thence in a northwesterly direction to the point of beginning; and

EXCEPT that portion thereof lying westerly of a line beginning at a point on the south line of the southwest quarter of the southeast quarter of said Section, distant 30 feet east of the southeast corner of Lot 1, Block 6, said plat of Surrey Downs Addition No. 1; thence northwesterly 315 feet, more or less, to the southwest corner of Lot 2, Block 5, said addition, and the terminus of said line.

# Exhibit B



SITE PLAN (EXISTING FACILITIES)

ALTERATIONS TO:  
**BELLEVUE DISTRICT COURT**  
 885 - 112 7th Avenue Southeast  
 Bellevue, WA 98004

KING COUNTY  
**OFFICE OF CAPITAL PLANNING & DEVELOPMENT**  
 322 KING COUNTY ADMINISTRATION BUILDING  
 SEATTLE, WA 98104 (206) 467-4824

DESIGN BY: E SWINBURNE  
 DRAWN BY: E SWINBURNE  
 CHECKED BY: A KURTZ WOOD  
 DATE: \_\_\_\_\_

**A-2**  
 GR 12 SHTS