

**ATTACHMENT B:**

**PUBLIC HEALTH LEASE AGREEMENT #1692  
1640 FELL STREET, ENUMCLAW**

**Lease Agreement Between  
Enumclaw School District and King County  
(King County Lease #1692)**

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2013 by and between **Enumclaw School District** ("Landlord") and **King County**, a home rule charter county and a political subdivision of the State of Washington ("Tenant"), 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 and legally described in EXHIBIT A.

Landlord makes available for lease a main office and adjoining rooms in the main JJ Smith Building.

The Premises are comprised of 908 square feet, located within the JJ Smith Elementary School located at 1640 Fell Street, Enumclaw, WA 98022 and depicted in EXHIBIT B.

Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the 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 Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2013, and ending December 31, 2017. 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 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.

C. The County's obligations to Lessor, if any, that extend beyond a current year are contingent upon 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 County obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires. In addition, if grant funding for the project is cancelled or not renewed, this lease and all County obligations hereunder will terminate.

**2. Rental.**

Tenant shall pay to Landlord during the Initial Term rental of \$0.25 per square foot per month, payable on the first day of each month. 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.

*\$227/month*

**3. Use**

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

B. The tenant's intended use of the Premises is primarily of an educational use by the W.I.C program.

C. Notwithstanding the forgoing, Tenant shall not use the 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 Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the 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 reasonable consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the 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 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 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 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 Premises or any other part of the building in which the Premises are located 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 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 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 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.**

Tenant shall pay all charges for telephone used by Tenant on the Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize 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 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 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 Premises resulting from the removal of signs installed by Tenant.

**9. Entry.**

Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the 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 in which the Premises are located, 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 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 Premises, and if such damage does not render the 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 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 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 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 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 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 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 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 Tenant to:

King County Real Estate Services Section  
500 4<sup>th</sup> Avenue, Room 830  
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 Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the 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.**

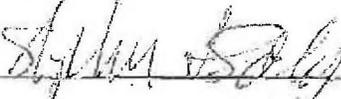
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

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

**LESSOR:**  
Enumclaw School District

**LESSEE:**  
King County

BY: 

BY: 

NAME: Tim Madden

NAME: Stephen L. Salver

TITLE: Director, Business and Operations

TITLE: Manager, Real Estate Services

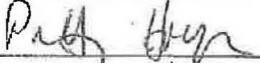
DATE: 10/31/12

DATE: 10/31/12

**APPROVED AS TO FORM (LESSEE):**

**APPROVED BY CUSTODIAL AGENCY:**

BY: 

BY: 

NAME: T. BARWERT

NAME: Patty Hayes

TITLE: Senior Deputy Prosecuting Attorney

TITLE: Division Manager

DATE: 10/25/12

DATE: 2-13-13

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Beginning at the northwest corner of Block 3, Blakes Addition to the Town of Enumclaw;  
THENCE North 35-30-00 East 30 feet;  
THENCE North 54-30-00 West 260 feet To True Beginning;  
THENCE South 35-30-00 West 230 feet to the North line of County Road # 168;  
THENCE North 54-30-00 West to the West line of Section 24;  
THENCE North on said West line to a Point in True Direction and Bearing and running;  
THENCE South 54-30-00 East To True Point of Beginning.  
LESS county road and  
LESS part platted and  
ALSO LESS to Town of Enumclaw 11-12-18

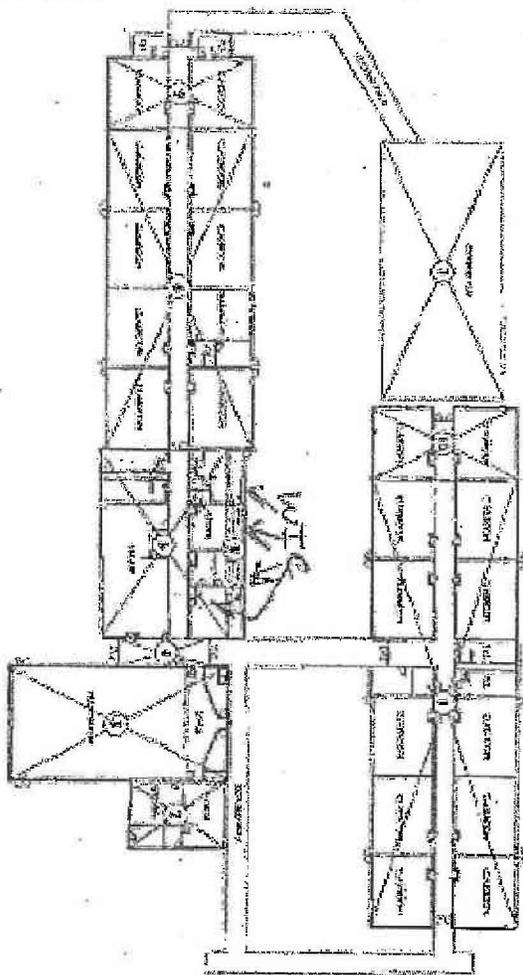
Legal description of 242006-9038 which contains the Premises:

Beginning at the Northwest corner of Block 3, Blakes Addition to Town of Enumclaw;  
THENCE North 35-30-00 East 30 feet;  
THENCE North 54-30-00 West 300 feet to True Beginning;  
THENCE North 35-30-00 East 330 feet;  
THENCE North 54-30-00 West 313 feet;  
THENCE North 35-30-00 East 30 feet;  
THENCE North 54-30-00 West to the West line of Section 24;  
THENCE South on the west line to point in True Direction and Bearing and running South 54-30-00  
east to True Point of Beginning;

LESS County Road.

**EXHIBIT B  
DEPICTION OF PREMISES**

11 South Broadway  
Floor Plan  
1971/72



10  
9  
8  
7  
6  
5  
4  
3  
2  
1

**11 SOUTH BROADWAY - AREA HISTORY**

Year	Area	Area	Area
1971	10	9	8
1970	7	6	5
1969	4	3	2
1968	1		
1967			
1966			
1965			
1964			
1963			
1962			
1961			
1960			
1959			
1958			
1957			
1956			
1955			
1954			
1953			
1952			
1951			
1950			
1949			
1948			
1947			
1946			
1945			
1944			
1943			
1942			
1941			
1940			
1939			
1938			
1937			
1936			
1935			
1934			
1933			
1932			
1931			
1930			
1929			
1928			
1927			
1926			
1925			
1924			
1923			
1922			
1921			
1920			
1919			
1918			
1917			
1916			
1915			
1914			
1913			
1912			
1911			
1910			
1909			
1908			
1907			
1906			
1905			
1904			
1903			
1902			
1901			
1900			
1899			
1898			
1897			
1896			
1895			
1894			
1893			
1892			
1891			
1890			
1889			
1888			
1887			
1886			
1885			
1884			
1883			
1882			
1881			
1880			
1879			
1878			
1877			
1876			
1875			
1874			
1873			
1872			
1871			
1870			
1869			
1868			
1867			
1866			
1865			
1864			
1863			
1862			
1861			
1860			
1859			
1858			
1857			
1856			
1855			
1854			
1853			
1852			
1851			
1850			
1849			
1848			
1847			
1846			
1845			
1844			
1843			
1842			
1841			
1840			
1839			
1838			
1837			
1836			
1835			
1834			
1833			
1832			
1831			
1830			
1829			
1828			
1827			
1826			
1825			
1824			
1823			
1822			
1821			
1820			
1819			
1818			
1817			
1816			
1815			
1814			
1813			
1812			
1811			
1810			
1809			
1808			
1807			
1806			
1805			
1804			
1803			
1802			
1801			
1800			
1799			
1798			
1797			
1796			
1795			
1794			
1793			
1792			
1791			
1790			
1789			
1788			
1787			
1786			
1785			
1784			
1783			
1782			
1781			
1780			
1779			
1778			
1777			
1776			
1775			
1774			
1773			
1772			
1771			
1770			
1769			
1768			
1767			
1766			
1765			
1764			
1763			
1762			
1761			
1760			
1759			
1758			
1757			
1756			
1755			
1754			
1753			
1752			
1751			
1750			
1749			
1748			
1747			
1746			
1745			
1744			
1743			
1742			
1741			
1740			
1739			
1738			
1737			
1736			
1735			
1734			
1733			
1732			
1731			
1730			
1729			
1728			
1727			
1726			
1725			
1724			
1723			
1722			
1721			
1720			
1719			
1718			
1717			
1716			
1715			
1714			
1713			
1712			
1711			
1710			
1709			
1708			
1707			
1706			
1705			
1704			
1703			
1702			
1701			
1700			
1699			
1698			
1697			
1696			
1695			
1694			
1693			
1692			
1691			
1690			
1689			
1688			
1687			
1686			
1685			
1684			
1683			
1682			
1681			
1680			
1679			
1678			
1677			
1676			
1675			
1674			
1673			
1672			
1671			
1670			
1669			
1668			
1667			
1666			
1665			
1664			
1663			
1662			
1661			
1660			
1659			
1658			
1657			
1656			
1655			
1654			
1653			
1652			
1651			
1650			
1649			
1648			
1647			
1646			
1645			
1644			
1643			
1642			
1641			
1640			
1639			
1638			
1637			
1636			
1635			
1634			
1633			
1632			
1631			
1630			
1629			
1628			
1627			
1626			
1625			
1624			
1623			
1622			
1621			
1620			
1619			
1618			
1617			
1616			
1615			
1614			
1613			
1612			
1611			
1610			
1609			
1608			
1607			
1606			
1605			
1604			
1603			
1602			
1601			