

ATTACHMENT A:

LEASE AMENDMENT

**FIRST AMENDMENT TO LEASE
King County Fire District # 2
King County**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), dated August 23, 2023, is made by and between King County Fire District # 2, a fire protection district ("Landlord"), and King County, a home rule charter county and political subdivision of the State of Washington ("Tenant"), in connection with the Lease Agreement ("Lease") with a Commencement Date of June 1, 2016.

RECITALS

This is the First Amendment between Landlord and Tenant to the Lease having been fully executed and with a Commencement Date of June 1, 2016.

WHEREAS:

1. Landlord and Tenant wish to extend the Initial Term of the Lease to ten (10) years and to add an Extended Term option for an additional five (5) years.
2. Landlord and Tenant wish to amend the Premises to specify the number of vehicle bays granted to Tenant.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective May 31, 2021, Landlord and Tenant hereby agree as follows:

- A. Any capitalized, undefined term used herein shall have the same meaning given such term in the Lease.
- B. Section 1.7 ("Initial Term") is deleted in its entirety and replaced with the following language:
 - 1.7. Initial Term: Ten (10) years
- C. Section 1.8 ("Extended Term(s)") is deleted in its entirety and replaced with the following language:
 - 1.8. Extended Term: Five (5) years
- D. Section 3.2 ("Expiration Date") is deleted in its entirety and replaced with the following language:
 - 3.2. Expiration Date. This Lease shall expire on the last day of the calendar month that is 120 months after the Commencement Date ("Expiration Date").
- E. Section 3.3 is added with the following language:

3.3 Extension Option. Provided Tenant is not in default under this Lease on the date this option is exercised and as of the last day of the Term, Tenant shall have the option to extend the initial Term for one (1) successive period of 60 months ("Extended Term"). This option to extend may be exercised by Tenant only by giving Landlord written notice no more than twelve (12) months and no less than six (6) months prior to the last day of the initial Term. Tenant's extension option shall apply to all of the Premises then leased by Tenant under this Lease. From and after the commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that Base Rent for the Extended Term shall be subject to annual Consumer Price Index adjustments based on the Revised Consumer Price Index for all Urban Consumers, CPI-U (Base Years 1982-1984 = 100) for the Seattle area, published by the United States Department of Labor, Bureau of Labor Statistics ("Annual CPI Adjustments"). The monthly Base Rent shall be adjusted on each anniversary of the Commencement Date of the Lease (each an "Adjustment Date"). On each Adjustment Date, the monthly Base Rent shall be increased by the percentage increase, if any, in the CPI from the day which is one year prior to the Adjustment Date. However, regardless of any change to the CPI, the parties agree that Base Rent will not increase more than 3% annually. By way of hypothetical example, if the CPI as of the first day of the Term is 150, and the CPI for the first day of the second year of the Term is 153, then the Base Rent due each month for the second year of the Term shall be increased to be 103% of the Base Rent due during the first twelve months of the Term. Should the CPI be discontinued, Landlord and Tenant shall mutually agree upon another similar index which reflects the increase in consumer prices during the applicable periods.

- F. Effective immediately, Section 1.5 ("Premises") is deleted in its entirety and replaced with the following language:

1.5 Premises: The area depicted on the attached Exhibit B, containing approximately 740 rentable square feet of exclusive use space and other common areas and specifically consisting of: two (2) sleeping quarters; storage space; two (2) vehicle bays located within the fire station Building; exercise room; decontamination room; laundry room; and pharmaceutical storage

Tenant's Pro Rata Share: Not-Applicable

- G. Section 1.12 ("Base Rent") will be amended to delete and replace "60" in the "Months" column with "120."

- H. Section 26 is deleted in its entirety and replaced with the following language:

26. Early Termination.

26.1 Tenant's obligations to Landlord under this Lease, if any, that extend beyond the current biennial budget cycle are contingent upon appropriation by the King County Council of sufficient funds to pay such obligations. This Lease may be unilaterally terminated by the Tenant for lack of appropriation and the costs associated with such a termination, if any, shall not exceed the appropriation for the biennium budget cycle in which the termination occurs. For this Section 26.1, Tenant shall not be subject to any obligation under this Lease to provide advance notice of termination or pay any termination penalties.

26.2 Tenant may unilaterally terminate this Lease based on Tenant's sole determination that demographic or jurisdictional changes, political decisions, or regional response needs necessitate a change in station location to ensure adequate delivery of EMS services. The right to early terminate under this Section 26.2 may be exercised by Tenant by giving Landlord written notice no more than twelve (12) months and no less than three (3) months prior to the early termination date. Tenant shall not be subject to any obligation under this Lease to pay any termination penalties.

- I. Exhibit B ("Diagram of Premises") and all references to Exhibit B in the Lease will be replaced with Exhibit B-1, attached hereto and incorporated by this reference.
- J. Except to the extent herein revised, amended or modified, all terms, conditions, and provisions of said Lease are hereby affirmed and ratified in all respects.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of May 31, 2021. This First Amendment may be executed in counterparts and each counterpart constitutes an original document.

LANDLORD:

KING COUNTY FIRE DISTRICT # 2, a fire protection district

By: *Michael Marrs*

Name: MICHAEL MARRS

Title: FIRE CHIEF

Date 8-23-2023

TENANT:

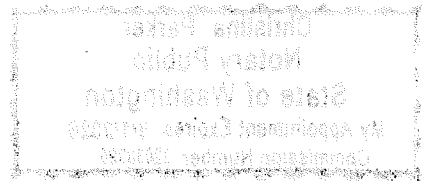
KING COUNTY, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date _____



APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

By: _____

Date: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael Marrs is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Fire Chief of KCFD #2 of King County, a political subdiv., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of August, 2023.

Notary Public Christina Parker
Print Name Christina Parker
My commission expires 09/01/2026

(Use this space for notarial stamp/seal)

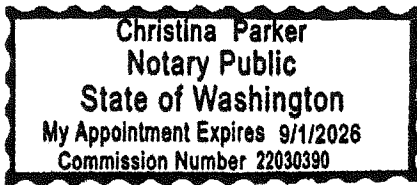
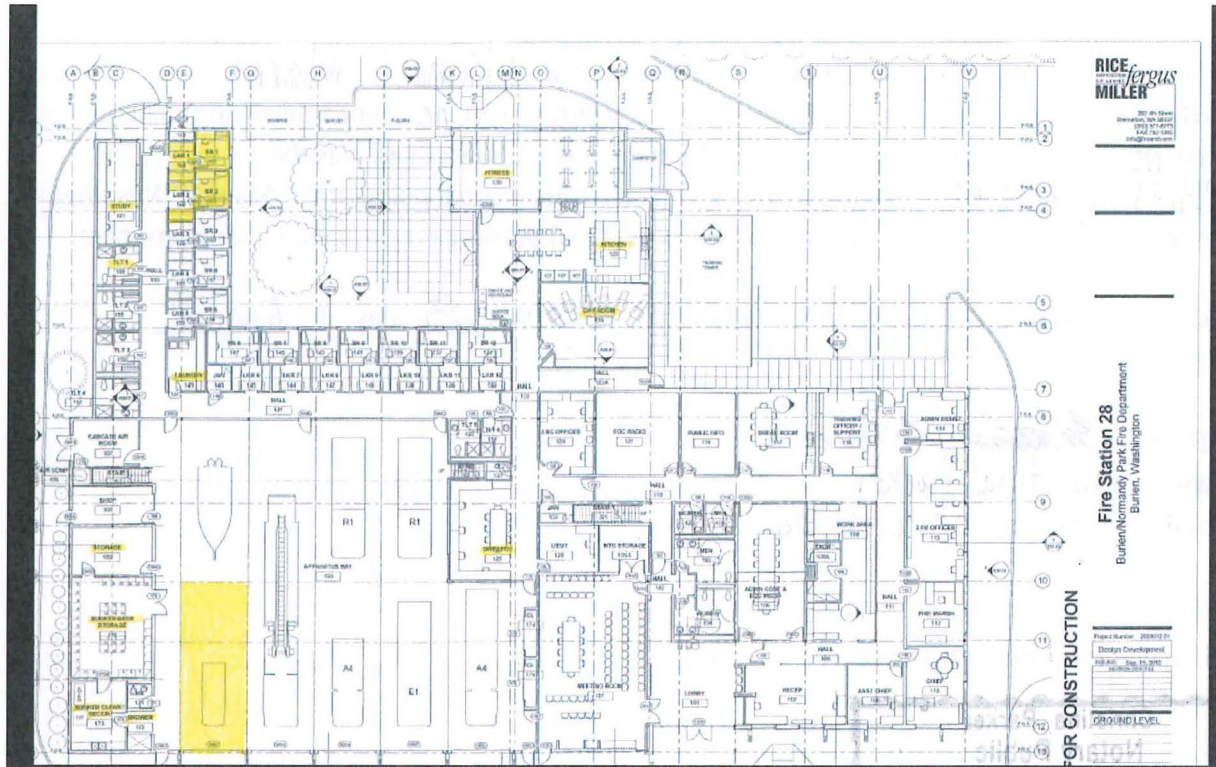


EXHIBIT B-1

Diagram of Premises



State of Washington
My Appointment Expires 08/11/08
Commission Number 35000080

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael Marrs is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Fire Chief of KCFD#2 of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of August,
2023

Notary Public *Christina Parker*
Print Name Christina Parker
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