

1915

2010-0280  
Attachment B  
16850

AFTER RECORDING RETURN TO:

Department of General Administration  
Real Estate Services  
P. O. Box 41015  
Olympia, Washington 98504-1015

Lease No. SRL 09-0123  
(Renton)GAW/ij  
Project No. 211-09-09  
Date: October 26, 2009  
Page 1 of 8

**LEASE**

1. THIS LEASE, is made and entered into by and between the STATE OF WASHINGTON, State Board for Community and Technical Colleges, Renton Technical College, acting through the Department of General Administration in accordance with RCW 43.82.010 whose address is 3000 N.E. Fourth Street, Renton, Washington 98056-4195 for its administrators, successors, and assigns, hereinafter called the Lessor, and King County, a municipal corporation, hereinafter called the Lessee whose address is c/o Real Estate Services Section, 500 King County Administration Building, 500 4<sup>th</sup> Avenue, Seattle, Washington 98014. This Lease is dated for reference purposes only as of the latest date of execution hereof.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

**LEASED PREMISES**

2. The Lessor hereby leases to the Lessee the following described Leased Premises:

**Tax Parcel Number:** 1623059135

**Common Street Address:** 3407 N.E. 2<sup>nd</sup> Street, Renton, Washington

Approximately 9,948 BOMA gross building area on approximately 2.04 acres located at 3407 N.E. 2<sup>nd</sup> Street, Renton, Washington; legally described as Lot 4 of City of Renton Short Plat LUA 01-090 Per REC #20020517900003 SD SP DAF - W 1/2 of NE 1/4 of NW 1/4 LESS POR LYING N OF SLY R/W OF NE 3<sup>rd</sup> ST TGW SE 1/4 OF NW 1/4 TGW SW 1/4 OF NE 1/4 LESS POR CONVEYED KC PER REC #9812090986, 9611200290 and 9109130534 TGW NW 1/4 OF SE 1/4, King County, State of Washington.

**USE**

3. The Leased Premises shall only be used by the Lessee for the following purpose: office space for public purposes - District Court.

3.1 No other use shall be permitted without the prior written approval of the Lessor, at its sole discretion. No pets or other animals shall be kept, housed, or brought into the Leased Premises for any purpose with the exception of guide dogs and service animals, as required by employees and visitors, and dogs required for law enforcement or security purposes. Lessee shall comply with ch. 70.160 RCW and Executive Order 88-06, and no smoking shall be permitted in



the building, on the Premises, or within 25 feet of an entrance or opening to the building. Lessee agrees to keep the Leased Premises in as good order, condition, and repair as when the same was entered upon, ordinary wear excepted. Furthermore, in using these Leased Premises, it is expressly agreed that Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations and environmental requirements.

**TERM**

4. TO HAVE AND TO HOLD the Leased Premises with their appurtenances for the term starting on the Commencement Date, as provided below, and expiring five (5) years thereafter. This Lease is contingent upon approval by the King County Council of the proposed Supplemental Appropriation Ordinance for Green River Valley flooding contingency measures.

Subject to satisfaction of the aforementioned contingency, Lessee shall have the right of early possession of the Leased Premises for the purpose of Lessee's completion of construction of tenant improvements and installation of furniture, fixtures and equipment, at Lessee's sole cost and expense. Said early possession shall be subject to all of the terms and conditions of this Lease except for the obligation to pay Rent. The Commencement Date of this Lease shall be the date that Lessee completes construction of tenant improvements and installation of furniture, fixtures and equipment so that the Leased Premises are ready for Lessee's occupancy, and provides written notice to the Lessor, but not later than January 1, 2010.

In the event of a flood in the Green River Valley impacting Lessee's existing occupancy therein, or in reasonable anticipation of a flood, Lessee may occupy the Premises prior to completion of the Tenant Improvements and installation of furniture, fixtures and equipment on an emergency basis. In such an event, the Lease Commencement Date and Lessee's obligation to pay Rent shall be the effective date of such emergency occupancy.

**RENT**

5. The Lessee shall pay Rent to the Lessor for the Leased Premises as follows:

Twelve Thousand Four Hundred Thirty-five Dollars and No Cents \$12,435.00 per month

Payment shall be made on or before the fifth (5<sup>th</sup>) of each month.

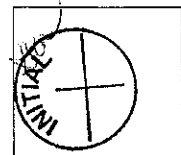
**LATE CHARGE**

6. If any payment under this Lease is not received by the due date, Lessor may add interest of one percent (1%) per month, or fraction thereof, per RCW 43.17.240 for all amounts owed (including insufficient fund charges) until paid in full. There may be an additional charge of \$50.00 for any check returned for insufficient funds. Interest shall be compounded monthly and added to all amounts until account is current.

**RENEWAL/CANCELLATION**

7. Lessee shall have the option to extend the Term of this Lease for an additional five (5) years subject to providing Lessor written notice of its desire to exercise said option during the fifth (5) year following the Commencement Date at least sixty (60) days prior to expiration of Lease. The extended Term shall be subject to all of the terms and conditions of this Lease except for Rent which shall be at the then existing fair market rent as reasonably negotiated between the parties.

7.1. It is mutually understood and agreed by and between Lessor and Lessee that this Lease may be canceled and terminated by Lessee only during the initial five (5) year Term provided that written notice of such cancellation and termination shall have been given at least sixty (60) days prior to the effective date thereof and the scheduled expiration of the Lease, in which event rent shall be prorated to the date of termination.



7.2 In the event that Lessor desires to renovate, redevelop, improve, change the use or demolish the building, of which the Leased Premises are a part, Lessor expressly reserves the right at its sole discretion to terminate this Lease subject to giving the Lessee at least one hundred eighty (180) days written notice prior to the effective date of such termination in which event rent shall be prorated to the date of termination. In addition, in the event of termination or expiration of this Lease, Lessee acknowledges that the signing of this Lease does not entitle Lessee to assistance under the Uniform Relocation and Real Property Acquisition Policy, Ch. 8.26 RCW.

**MONTH TO MONTH**

8. If Lessee remains in possession of the Leased Premises after the expiration or termination of this Lease, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all Rent provided in this Lease or such other Rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to Term and option to extend the Term.

**ASSIGNMENT/SUBLEASE**

9. The Lessee shall not assign, nor sublet the Leased Premises without first obtaining Lessor's prior written consent in Lessor's sole discretion.

**EXPENSES**

10. During the term of this Lease, Lessor shall pay all real estate taxes, and property assessments, if applicable.

10.1 Lessee shall pay for utilities, including water, (including storm water, landscape and irrigation water), sewer, garbage collection, natural gas and electricity; and routine maintenance and repair of the building and site including landscape maintenance and janitorial service.

**MAINTENANCE AND REPAIR**

11. The Lessee shall maintain the Premises in good repair and tenantable condition during the continuance of this Lease except in case of damage arising from the negligence of the Lessor's clients, agents or employees. Lessor's maintenance and repair obligations shall include, but not be limited to, the building foundation, bearing walls, roof, parking lot and providing the building in reasonable operating conditions; elevators (including communication systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); parking lot (including restriping as required); wheel bumpers; drainage; and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.). For the purposes of maintaining and repairing the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs to the building.

**ALTERATIONS**

12. During the Term of this Lease, Lessee shall have the right to make alterations and construct or install improvements, additions and structures in or upon the Leased Premises (the "Alterations") subject to Lessor's prior written approval, which shall not be unreasonably withheld. Lessee shall complete and submit its request in writing to Lessor for approval. Lessee shall cause plans and specifications to be developed at its sole cost and expense for Lessor's prior written approval, which shall not be unreasonably withheld. Said alterations shall be limited by the building's utility systems' capacity and structural capability and shall also be limited to appropriate and prudent uses and occupancy as reasonably determined by Lessor. The Lessor shall have the first right to provide such services. At Lessor's option, Lessee shall remove said alterations upon expiration or earlier termination of this Lease, at Lessee's sole cost and expense.



If required by state law, the Lessee shall pay the prevailing rate of wage to all workers, laborers or mechanics employed to perform such services as well as comply with the rules and regulations of the Department of Labor and Industries. In providing said alterations, Lessee agrees to comply with all applicable local, state, and federal regulations including but not limited to, compliance with building codes, public works requirements and obtaining appropriate permits and inspections. Lessee agrees to provide Lessor with all information regarding the full cost of any such alterations which require the payment of Leasehold Excise Tax under RCW 82.29A.020 (2)(a).

#### FIXTURES

13. Lessee reserves the right to install in or upon the Leased Premises such equipment as is customarily used in the type of business conducted by Lessee from the Leased Premises subject to Lessor's prior written approval, which shall not be unreasonably withheld, and subject to said equipment, meeting current Washington State Energy Code (Chapter 51-11 WAC) and International Building Code requirements, and complying with the Governor's Executive Orders on facility sustainability and energy usage (e.g. 05-01, Establishing Sustainability and Efficiency Goals for State Operations; 94-01, Implementing the Washington Energy Strategy; 79-02, Energy Conservation; and 74-16, State-Wide Energy Conservation Program). Lessee reserves the right to remove from the Leased Premises all such equipment and all other property of the Lessee, subject to repairing any damage to the Leased Premises occasioned by the removal thereof, at the expiration or earlier termination of this Lease. At Lessor's option, Lessee shall remove said equipment and all other property of the Lessee upon expiration or earlier termination of this Lease, at Lessee's sole cost and expense.

#### SIGNAGE

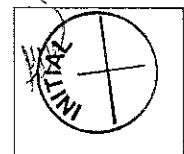
14. Lessee hereby agrees that all signs and other advertising desired to be placed by Lessee upon or in front of the Leased Premises, and all interior installations desired to be placed by Lessee, within said Leased Premises, are subject to the prior written approval of Lessor in Lessor's sole discretion. Such signs and other advertising, if approved, shall conform with the ordinances of the City of Renton, if applicable, and all other conditions imposed by Lessor's written approval.

#### TENANT IMPROVEMENTS

15. The Lessee shall, at Lessee's sole cost and expense, provide tenant improvements constructed in a good and workmanlike manner reasonably acceptable to Lessor.

#### DISASTER

16. Lessor reserves the right to limit Lessee's access to the Leased Premises during natural disasters, fire, or other emergencies as necessary for Lessee's health and safety. In the event that the Leased Premises are destroyed or injured by fire, earthquake or other casualty so as to render the Leased Premises unfit for occupancy, and the Lessor neglects and/or refuses to restore said Leased Premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned Rent that has been paid. In the event said Leased Premises are partially destroyed by any of the aforesaid means, the Rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the Leased Premises are again restored to their former condition, and any Rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of Rent to be paid. It is understood that the terms "abated" and "abatement" mean a prorata reduction of area unsuitable for occupancy due to casualty loss in relation to the total area of the Leased Premises.



## REIMBURSEMENT FOR DAMAGE TO LEASED PREMISES

17. The Lessee hereby agrees to reimburse the Lessor for damages caused by its employees, contractors, licensees, invitees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in the preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

## ENERGY

18. The Lessor, or authorized representative has conducted an energy audit of this facility, identified energy conservation maintenance and operation procedures, undertaken technical assistance studies and/or subsequent acquisition and installation of energy conservation measures identified as cost effective, and further complied with RCW 43.19.675, RCW 43.19.680, and RCW 43.19.685. The Lessee agrees to comply with reasonable conservation measures to reduce or conserve energy usage in the facility, including compliance with Executive Order 02-03, dated September 18, 2002, and Executive Order 05-01, dated January 5, 2005.

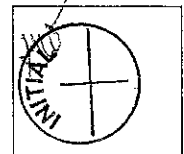
## HAZARDOUS SUBSTANCES

19. Lessee shall not keep on or about the Leased Premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to the Lessor, and shall indemnify, defend and save harmless the Lessor and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents, or invitees. Breach of this provision shall entitle Lessor to terminate this Lease. This provision shall not apply to properly stored cleaning supplies such as ammonia-based cleaners nor to office supplies such as copy machine toner.

## ADDITIONAL LEASE PROVISIONS

20. **Acceptance of Premises** It is understood and agreed that the Lessee accepts the Leased Premises in its present condition and accepts all risk of injury to persons or damage to property resulting from, or arising out of, the condition of the Leased Premises. This acceptance includes knowledge that the Leased Premises may not meet the requirements set forth in the American's with Disabilities Act (ADA). If at any time during the Term of this Lease, Lessee reasonably determines that barriers to the disabled existing in the Leased Premises must be eliminated, Lessee shall so notify the Lessor in writing. Lessor and Lessee shall endeavor to arrive at a mutually satisfactory agreement for accomplishing necessary alterations within thirty (30) days of said written notice. If Lessor and Lessee cannot arrive at a mutually satisfactory agreement, Lessee shall have the option to terminate this Lease subject to sixty (60) days' prior written notice to Lessor, in which event Rent shall be prorated to the date of termination.

21. **Vacating the Leased Premises.** Upon vacating the Leased Premises, the Lessee hereby agrees to leave the Leased Premises in as good order, condition and repair as same was entered upon, subject to normal wear and tear. The Lessee also agrees to a joint inspection of the Leased Premises by Lessor and Lessee upon vacating the Leased Premises. Lessee shall return all keys, card-keys and other access devices to Lessor upon vacating the Leased Premises. Upon vacating the Leased Premises, the Lessee also agrees to remove all phone and data wiring installed by Lessee during its tenancy, leaving the Leased Premises in as good condition as when entered upon.



22. **Disputes.** In the event that a dispute arises under this Lease, it shall be determined by a three-member dispute board in the following manner: Each party to this Lease shall appoint a member to the dispute board. The members so appointed shall jointly appoint a third member to the dispute board. The dispute board shall evaluate the facts, Lease terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

23. **Severability** If any provisions of this Lease or its application to any person or circumstance are held invalid, such invalidity shall not affect the remainder of the Lease.

**HOLD HARMLESS**

24. Lessee, its successors or assigns, will protect, save and hold harmless the Lessor, to the extent provided by law, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Lease. The Lessee further agrees to defend the Lessor, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Lease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Lessor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Lessor, its agents or employees, and (b) the Lessee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Lessee or Lessee's agents or employees.

**NO GUARANTEES**

25. It is understood that no guarantees, representations, promises or statements, express or implied, have been made by the Lessor unless endorsed herein in writing. The parties further agree that this Lease shall not be valid and binding upon Lessor, unless it has been approved by the President of the State Board for Community and Technical Colleges, Renton Technical College of the State of Washington, or his or her designee, and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

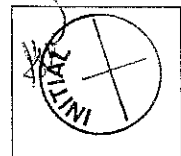
**INTERPRETATION**

26. Each of the provisions of this Lease has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Lease in favor of or against the parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Lease.

**NOTICES**

27. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: STATE OF WASHINGTON, State Board for Community and Technical Colleges,  
Renton Technical College  
Acting through the Department of General Administration  
Post Office Box 41015  
Olympia, Washington 98504-1015



LESSEE: King County  
c/o Real Estate Services Section  
500 King County Administration Building  
500 4<sup>th</sup> Avenue  
Seattle, Washington 98014

**CAPTIONS**

28. The captions and paragraph headings herein are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

**LESSEE**

King County

By: *Joseph Frady*  
 Title: Manager, Real Estate Services  
 Date: 11/3/09

**APPROVED AS TO FORM:**

By: *Tim Barnes*  
 Tim Barnes, Senior Deputy Prosecuting Attorney  
 Date: 11-4-09

**LESSOR**

STATE OF WASHINGTON

Acting through the Department of General Administration

State Board for Community and Technical Colleges, Renton Technical College

By: *Paul Cohen*  
 Title: ACTING VICE PRESIDENT  
 Date: 11/19/09

**RECOMMENDED FOR APPROVAL:**

*Guy Winkelman*  
 Guy Winkelman, Senior Facilities Planner,  
 Real Estate Services  
 Date: 11/6/09

**APPROVED AS TO FORM:**

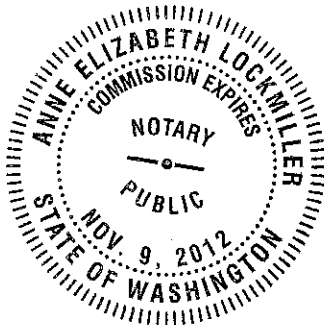
By: *B. Joel*  
 Assistant Attorney General  
 Date: 11/19/09



STATE OF WASHINGTON )  
 ) ss.  
County of KING )

On this 30 day of NOVEMBER, A.D., 20 09, before me personally appeared STEPHEN L. SALYER to me known to be the MANAGER, REAL ESTATE SERVICES of the corporation that executed the within and 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 was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

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

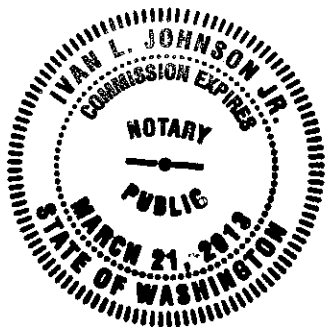


Anne E. Lock Miller  
ANNE E. LOCK MILLER  
Notary Public in and for the State of Washington,  
Residing at SEATTLE, WASHINGTON  
My commission expires 11-09-2012

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 19<sup>th</sup> day of November, 20 09, personally appeared before me Ted S. Cohen Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that she was duly authorized to execute said document.

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



Ivan L. Johnson Jr.  
Notary Public in and for the State of Washington,  
Residing at Olympia  
My commission expires 3-21-13

