

ATTACHMENT A:

LEASE AGREEMENT

Lessor: Vashon Properties LLC
Lessee: King County
Premises: 17141 Vashon Hwy. SW
Suite #114, Vashon, WA 98070

LEASE AGREEMENT

This lease agreement (“Lease”) dated September 1, 2024 (for reference purposes only) is entered between VASHON PROPERTIES LCC, formerly Island Property Group LLC, (“Lessor”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington, (“Lessee”) (individually a “Party” and collectively the “Parties”).

RECITALS

1. The Parties entered into that certain agreement for the King County Department of Local Services to lease the Premises (as described below) beginning on September 1, 2019 and expiring August 31, 2024 (“2019 Lease”). Lessee anticipates entering holdover status following the expiration of the 2019 Lease.
2. The Parties desire to enter into this new Lease agreement for a five-year term with two options to renew for an additional five years each. This new Lease will also permit King County Metro Transit (“Metro”) to move into the Premises as well.

AGREEMENT

1. **BUILDING:** The “Building” is located on a portion of real property that is situated at 17141 Vashon Highway SW, Vashon, WA, 98070, and is more particularly described in **Exhibit A** (“Real Property”).
2. **PREMISES:**
 - a. Lessor hereby leases that office space located in Suite #114 of the Building and as depicted in **Exhibit B** (“Premises”) to Lessee for the term of this Lease. Lessor also grants Lessee a nonexclusive license to use those portions of the Building made available from time to time by Lessor for the common use and enjoyment of Lessee, Lessor, and other lessees of the Building and their guests and invitees (the “Common Areas”). Lessor shall have the right to do and perform all such acts in and to the Common Areas as Lessor shall determine in its reasonable discretion, including without limitation reconfiguring and temporarily closing the same from time to time, so long as Lessor does not adversely affect Lessee’s use and enjoyment of the Premises.
 - b. Lessor shall allocate three (3) parking spaces in the Building’s parking lot for Lessee’s exclusive use to park Metro Access vehicles at any time of the day (“Metro Parking”). Lessor shall make Metro Parking available upon the Metro Move-in Date, as defined below, until the expiration of this Lease.
3. **TERM:**

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- a. Commencement Date: This Lease shall commence on the first day of the month following execution by both Parties (“Commencement Date”), which shall be confirmed in writing.
- b. Expiration Date: This Lease shall expire five (5) years after the Commencement Date.
- c. Extension Options(s): Provided Lessee is not in default under this Lease on the date that an option is exercised and as of the last day of the preceding term, Lessee shall have two separate options to extend the term of this Lease for sixty (60) months each (the “Extended Term(s)”). This option to extend may be exercised by Lessee only by giving Lessor written notice no more than twelve (12) months and no less than three (3) months prior to the last day of the then-existing term. Lessee’s extension option shall apply to all of the Premises then leased by Lessee under this Lease, as well as the parking spaces. From and after the commencement of the Extended Term(s), all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that rent for each Extended Term(s) shall increase by three percent (3%) over the previous year’s rent and shall increase thereafter by three percent (3%) on the anniversary of the commencement of the Extended Term(s).

4. RENT, PARKING FEE:

- a. Rent: The Lessee shall pay rent in the amount of Five Hundred Seventy-Nine and 63/100 Dollars (\$579.63) per month (“Rent”), as provided for within the terms of this Lease, due and payable in full each month in advance on or before the first day of each month. A late charge of one and one-half percent (1.5%) of the rent due will be charged if the rent is not received by the fifth day of the month, with a minimum charge of Twenty-Five and 0/100 Dollars (\$25.00).
- b. Parking Fee: The Lessee shall pay a parking fee in the amount of One Hundred and Fifty Dollars (\$150.00) for each of the three spaces during each month of the Term of this Lease (“Parking Fee”). Lessee shall begin paying the Parking Fee upon the “Metro Move-in Date,” defined as the first day of the month following written notice by Lessee that Metro will be moving into the Premises.
- c. Additional Consideration: The Parties agree that as additional consideration for the execution of this Lease, Lessee shall pay Lessor Sixteen Dollars and 88/100 (\$16.88) for each month that passes between the August 31, 2024 expiration of the 2019 Lease and the Commencement Date of this Lease. This sum is the difference between the rent under the 2019 Lease and the Rent under this new Lease. Lessee shall pay these amounts as a one-time lump sum payment within ten (10) days of the Commencement Date of this Lease.
- d. Payment: The Rent and the Parking Fee shall be paid to Lessor at Lessor’s notice address set forth in Section 27.

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- e. Annual Rent and Parking Fee Increase: The Rent will be increased annually on the first day of September by three percent (3%) over the then-current year's rent. The Parking Fee will be increased annually on the anniversary of the "Metro Move-in Date" by three percent (3%) over the then-current year's fee.
5. OPERATING EXPENSES: Lessor will provide electricity, gas, water, sewer, garbage, standard internet (some limits to bandwidth will apply), common area janitorial service, and landscape maintenance at Lessor's sole expense. Lessor shall pay all applicable real estate taxes. Lessee shall pay no operating costs as part of this Lease. This agreement is a full-service lease, meaning that the cost of all services, utilities, maintenance, and repairs are included in the Rent. Lessee will provide phone and janitorial service in the Premises.
6. DEPOSIT: The Parties agree that Lessee has previously deposited the sum of Five Hundred Dollars and 0/100 (\$500.00) ("Deposit") with the Lessor. Lessor shall continue to hold the Deposit as: (a) a deposit that shall be forfeited to the Lessor as some or all of any liquidated damages if the Lessee terminates the tenancy prior to the completion of the term of this Lease or any Extended Term; (b) a security deposit to secure the Lessor against damage or loss to the Premises, its equipment or grounds, caused by the Lessee or its guests, and any unpaid rent; (c) a cleaning deposit to pay for cleaning the Premises if Lessee fails to do so before the end of the Lease. The Parties agree that a non-refundable charge of One Hundred Dollars and 0/100 (\$100.00) will be deducted from the Deposit for carpet cleaning at the end of the tenancy. The Deposit will be refunded to Lessee, less the amount for carpet cleaning, at the completion of the tenancy if all conditions and terms of this Lease are met.
7. PERMITTED USE: The Premises shall not be used for any purpose other than as an office and meeting space for the Department of Local Services ("DLS") and King County Metro. Lessor approval is required prior to the use of the Premises by any King County agency other than DLS and King County Metro. Lessee will not engage in any activity or maintain any materials in violation of any laws.
8. TERMINATION: This Lease may be unilaterally terminated by the Lessor or Lessee for any reason whatsoever upon 30 days' written notice to the other Party.
9. INDEMNITY AND HOLD HARMLESS: Lessee accepts the Premises and the Building in its present condition, and all personal property in the Premises, Building, or parking area shall be the risk of Lessee. Each Party shall defend, indemnify, and hold the other Party harmless from and against any claims, suits, causes of action, judgments, damage, loss, or liability, including claims for injuries to persons or property (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers, and employees acting in the scope of their employment. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Section 9 extend to any Claim brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the

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other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

10. INSURANCE:

- a. Lessee's Insurance. Lessor acknowledges that Lessee, a home-rule charter county under the Constitution of the State of Washington, maintains a fully funded self-insurance program as defined in King County Code Chapter 2.21 for the protection and handling of the Lessee's liabilities, including injuries to persons and damage to property. Lessee shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. Lessee shall provide Lessor with at least thirty (30) days' prior written notice of any material change in Lessee's self-funded program and shall provide Lessor with a certificate of self-insurance as proof of coverage. Lessor further acknowledges that Lessee does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, Lessee does not have the ability to add Lessor as an additional insured to such policy. If Lessee cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, then Lessee shall add Lessor as an additional insured to such policy. Lessee shall at all times maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease.
- b. Lessor's Insurance. Lessor shall maintain throughout the term of this Lease commercially reasonable policies of property insurance covering loss of or damage to the Building (including Lessee improvements and subsequent alterations) in the full amount of its replacement cost with endorsement to cover code changes.
- c. Each Party hereby waives and releases any right of recovery (including by way of subrogation) against the other Party, its officers, employees and agents, for any loss or damage sustained by such Party with respect to the Building or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage is actually insured against or is required hereunder to be insured against via "All Risk" property insurance coverage.

11. HAZARDOUS SUBSTANCES:

- a. Lessor acknowledges, warrants, and fully discloses to the extent of Lessor's knowledge that the Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Lessor or Lessee subsequently discover the existence of Hazardous Substances on the Premises or Building, the Parties shall disclose to each other this material fact and act within full compliance of all applicable laws, regulations, and safety practices governing Hazardous Substances. Each Party agrees to indemnify, defend, and hold harmless the other Party, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted

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against the indemnified Party, including without limitation, any agency or instrumentality of the federal government, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing or emanating from the Premises or the Building, to the extent arising out of or caused by the indemnifying Party's act or omission, or the act or omission of that Party's own agent or contractor. The Parties' obligations under this Section 11 shall survive the expiration or other termination of this Lease.

- b. "Hazardous Substances" as defined in this Lease means:
- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or
 - ii. Any dangerous waste, hazardous waste, or hazardous substance as defined in:
 1. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. S 9601 et seq.);
 2. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S. C. S 6901 et seq.);
 3. Washington Model Toxics Control Act, as now or hereinafter amended (R.C.W. Chs. 70. 105, 70. 105A and 70.105D); or
 - iii. Any pollutants, contaminants, or substances posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state or local law or regulation, as now or hereafter amended.

12. **ALTERATIONS**: Lessee agrees to do no alterations, including painting, in the space or any part thereof without written consent of the Lessor, which consent shall not be unreasonably withheld.
13. **ASSIGNMENT**: Lessee may not assign this Lease or sublet the Premises or any part thereof without the written consent of the Lessor, which consent shall not be unreasonably withheld.
14. **GOVERNMENTAL REGULATIONS**: Lessee shall comply with all the laws, ordinances, public rules and governmental regulations applicable to the Premises or the Building or Lessee's use thereof.
15. **DISPUTE RESOLUTION**:
- a. The Parties agree to negotiate in good faith to resolve any disputes arising under this Lease so that the purposes of this Lease are not frustrated. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum. The Parties shall designate representatives for purposes

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of managing this Lease and the dispute resolution process under this Section 15. The Parties' Designated Representatives shall be the persons identified in Section 16, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the Lease and to prevent disputes from arising. Except as otherwise provided in this Lease, the Parties' Designated Representatives shall confer and attempt to resolve any disputes within ten (10) business days of written notification by either Party.

- b. Neither Party may seek relief in a court of law until and unless the steps in Section 15 (a) above are completed in good faith.
- c. If the Parties cannot resolve the dispute utilizing the process in Section 15(a), the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall share equally in the cost of the mediation. If additional parties participate in the mediation, then each participant shall pay a share of the cost of the mediation, such share to be calculated by dividing the total cost of the mediation by the number of parties participating. Mediation shall not be a prerequisite to litigation.
- d. During the course of the conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Lease.

16. DESIGNATED REPRESENTATIVES:

- a. Lessor's Designated Representative shall be Greg Vornbrock.
- b. Lessee's Designated Representative shall be Amanda Tran.
- c. Parties may designate new Representatives. Notice shall be provided through procedure set forth in Section 27.

17. COST AND ATTORNEYS' FEES: In the event of disagreement or litigation regarding the performance of the terms and provisions of this Lease by either Party hereto, the prevailing party shall be entitled to the payment of their costs and expenses, including reasonable attorneys' fees.

18. GOVERNING LAW; VENUE: This Lease shall be construed in accordance with the laws of the State of Washington without reference to its choice of law rules or conflicts of law provisions. Venue for any lawsuit under this Lease shall be in King County.

19. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. All parts, portions, and provisions of this Lease shall be deemed separate and severable. In the event of the invalidity of any part, portion or provision, the rest

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of this Lease, which with such part, portion, or provisions deleted, shall be given full force and effect.

20. **CONDUCT:** Lessee agrees to abide by the "Office Policies" attached as **Exhibit C** hereto.
21. **PARKING:** Other than the Metro Parking described in Section 2, parking shall be in common with other lessees and their guests at the designated parking area for the Building at no additional charge to Lessee. Lessor reserves the right to limit the number of vehicles stored on the Real Property.
22. **MAINTENANCE:** Lessor shall clean and maintain, repair, and replace, if necessary, the Building, all Building systems, and all common areas. Lessee shall clean and maintain the Premises.
23. **DAMAGE OR DESTRUCTION:** If the Premises are damaged to such an extent as to render them unleaseable in whole or in part and Lessor elects to repair or rebuild, then the work shall be prosecuted without unnecessary delay. Rent shall be abated while such work is in progress, in the same ratio that the portion of the leased Premises that is unfit for occupancy shall bear to the whole of the Building. If, after a reasonable time the Lessor fails to proceed to repair or rebuild, then Lessee may declare this Lease terminated by written notice served on the Lessor. If the Building is destroyed or damaged to such extent that, in the opinion of the Lessor, it is not practical to repair or rebuild, then Lessor may terminate this Lease by written notice to Lessee within thirty (30) days' after such damage or destruction.
24. **CONDEMNATION:** If any portion of the Premises, Building, or Real Property (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, in Lessee's sole judgment, for Lessee's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made unleaseable by eminent domain or conveyed under a threat of condemnation, this Lease may terminate at the option of either Lessee or Lessor as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises, Building, or the Real Property necessary for Lessee's occupancy or intended use that does not render them, in Lessee's sole judgment, unleaseable, then this Lease shall continue in full force and effect and the rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the Lessee, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for its intended use, then Lessee may terminate this Lease upon thirty (30) days' advance written notice to Lessor. Lessor shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Lessee shall make no claim for the value of its leasehold. Lessee shall be permitted to make a separate claim

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against the condemning authority for moving expenses if Lessee terminates the Lease under this Section 24, provided that in no event shall Lessee's claim reduce Lessor's award.

25. **SIGNAGE:** Lessee signage shall require the written consent of Lessor, which shall not be unreasonably withheld. Shared sign standard will be provided by Lessor.
26. **ACCESS BY LESSOR:** Lessor reserves the right of access to the Lessee's space for the purpose of:
- a. Repairs, alterations, or improvements.
 - b. Inspection.
 - c. To exhibit or display the space to prospective or actual purchasers, mortgagees, Lessees, workmen or contractors. Access shall be at reasonable times except in cases of emergency or abandonment.
27. **NOTICES:** Notices under this Lease must be mailed with postage prepaid or emailed to the following addresses:
- a. If to Lessee:
King County Real Estate Services Section
500 Fourth Avenue,
Suite 830 Seattle, WA
98104-3279
Email: atran@kingcounty.gov
 - b. If to Lessor:
Vashon Properties LLC
9014 45th Ave SW, #17
Seattle, WA 98136
Email: vpropllc@hotmail.com

Such addresses may be changed from time to time by either Party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after mailing.

28. **NON-DISCRIMINATION:** Lessor and Lessee, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, and local laws applicable to the Premises, including, without limitation, Chapter 49.60 RCW. Lessor and Lessee shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in

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the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Lessor and Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Lease and may result in ineligibility for further agreements between the Parties.

29. **FORCE MAJEURE**: Time periods for either Party's performance under any provisions of this Lease (excluding payment of rent) shall be extended for periods of time during which the Party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.
30. **OFFICE POLICIES**: Lessee hereby acknowledges receipt of a copy of this contract and accompanying "Office Policies," attached as **Exhibit C** hereto.
31. **AUTHORITY TO EXECUTE**: The signatories to this Lease represent that the Party they represent has the full right and authority to enter into and perform this Lease, and that by entering into or performing this Lease, such Party is not in violation of any law, regulation, or agreement by which it is bound or to which it is subject. Each signatory to this Lease represents that the execution, delivery, and performance of this Lease has been duly authorized by all requisite corporate action, that such signatory is authorized to sign this Lease, and that upon approval, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Lease.
32. **HEIRS AND ASSIGNS**: This Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors, and assigns.
33. **ADDENDA/EXHIBITS**: The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in this Lease:
 - Exhibit A: Legal Description of the Real Property
 - Exhibit B: Diagram of the Premises
 - Exhibit C: Lessor's Office Policies
34. **ENTIRE AGREEMENT**: This Lease contains all of the covenants and agreements between Lessor and Lessee relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants

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and agreements of this Lease shall not be altered, modified, or amended except in writing, signed by Lessor and Lessee.

LESSOR
VASHON PROPERTIES LLC

BY: Greg Vornbrock

NAME: Greg Vornbrock

TITLE: Partner/Member

DATE: 10-9-24

LESSEE
KING COUNTY

BY: _____

NAME: Drew Zimmerman

TITLE: Acting Director, Facilities Management
Division

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY

By:
Title:
Date:

NOTARY BLOCKS APPEAR ON NEXT PAGE

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NOTARY BLOCK FOR KING COUNTY

STATE OF
WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DREW ZIMMERMAN, to me known to be the Acting Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

Printed Name
at _____
City and State
My appointment expires _____

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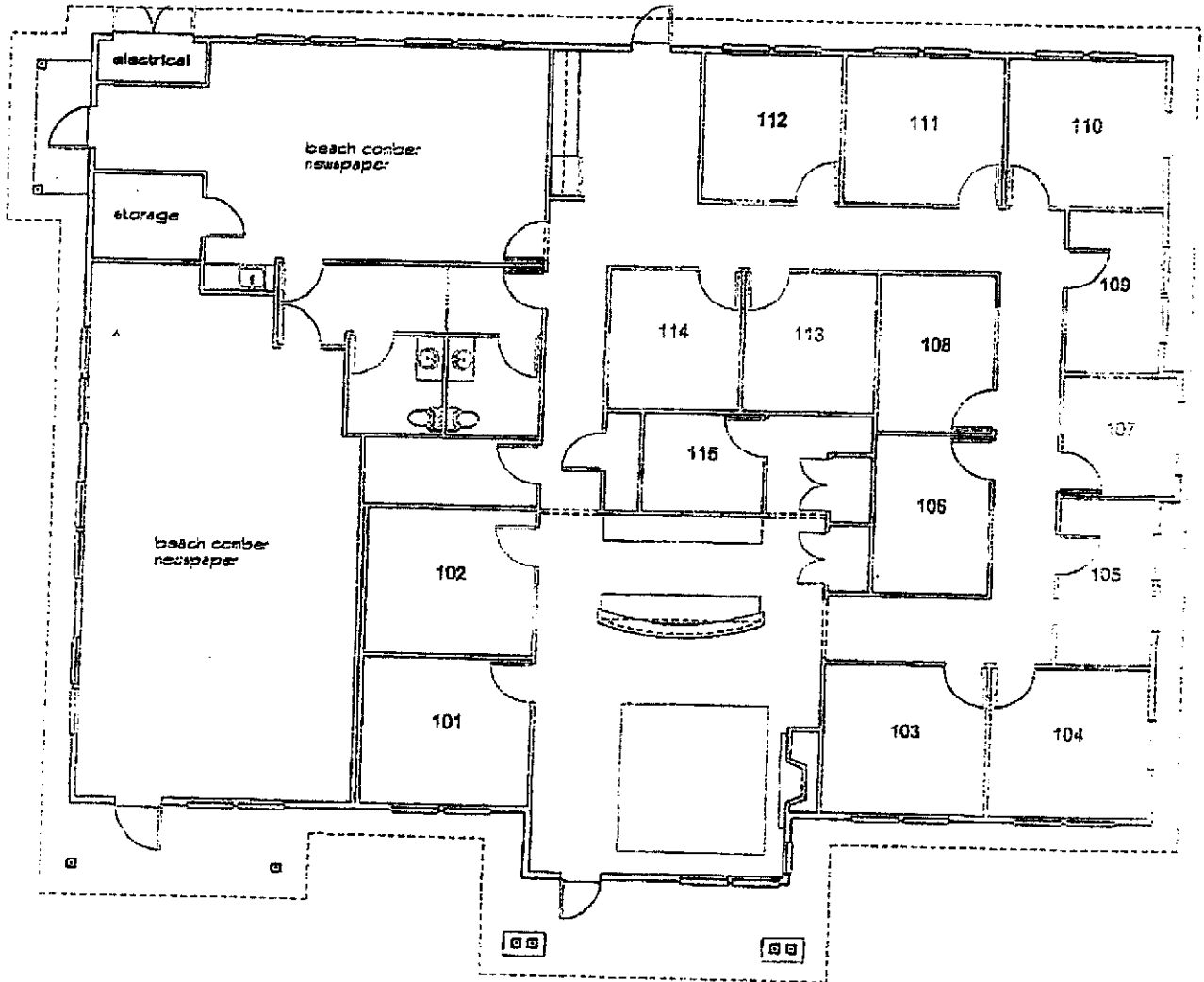
EXHIBIT A
LEGAL DESCRIPTION

THE SOUTH ½ OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., EXCEPT THE EAST 30 FEET THEREOF CONEYED TO KING COUNTY, WASHINGTON.

PARCEL NUMBER 3023039096

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EXHIBIT B
DIAGRAM OF PREMISES



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EXHIBIT C

OFFICE POLICIES

1. Professional Image: Each Lessee is responsible to maintain a clean, presentable environment. Any displayed items in windows or common areas require prior written consent from Lessor or Lessor's agent.
2. Noise: Lessee and their guests shall respect the peace and comfort of other occupants of the building.
3. Shared Space: Lessor will provide weekly janitorial in common spaces. Lessee shall clean after their use of common areas. Perishable food stuff, together with food containers, left in kitchen or refrigerator between 5 p.m. Friday and 8 a.m. Monday may be disposed of by common area janitorial.

The lobby is intended to serve a dual purpose, Chamber of Commerce visitor center and also as a self-directed access to, and waiting area for, your office. Signage in the lobby will assist your visitors in finding you. The Chamber of Commerce personnel are not receptionists, please advise your visitors. Additionally, please be aware the Chamber of Commerce hosts the annual Strawberry Festival which will result in additional activity within the common areas of the building on Festival weekend each year.

4. Exterior door locks, certain common area lights, and HVAC temperature settings will be programmed for agreed days and hours. Should off day/ hour use by Lessee require altering these settings please reestablish.
5. This is a non-smoking building.
6. This is a fragrance-free building.
7. No Domestic animals are allowed in the Building without consent from Lessor or Lessor's agent or as provided by law for licensed service animals.