



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 5, 2011

Ordinance 17133

Proposed No. 2011-0231.1

Sponsors Patterson

1 AN ORDINANCE approving the King County sheriff's
2 office east precinct command center lease with the city of
3 Sammamish.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. The King County sheriff's office provides essential services within King
7 County including the eastern portion of the county.

8 B. The King County executive has negotiated a lease for the King County
9 sheriff's office east precinct command center to provide essential public services to the
10 eastern portion of the County, located as follows:

11 King County Sheriff's Office East Precinct Command Center

12 Sammamish City Hall, 801 228th Avenue SE, Sammamish, WA 98075

13 C. The King County executive is authorized to lease real property for use by the
14 county as provided by K.C.C. 4.56.186, and consistent with K.C.C. chapter 4.04.

15 Pursuant to K.C.C. 4.04.040.A.5.b, any lease or agreement for real property for a
16 cumulative total of more than two years requires approval by ordinance of the King
17 County council.

18 **SECTION 2.** The appropriate county officials, agents and employees are hereby
19 authorized to take all actions necessary to implement these leases and all actions up to

20 now taken by county officials, agent and employees consistent with the terms and
21 purposes of the lease agreement are hereby ratified, confirmed and approved.

22 SECTION 3. If any one or more of the covenants or agreements provided in this
23 ordinance to be performed on the part of the county is declared by any court of competent
24 jurisdiction to be contrary to law, then such covenant or covenants, agreement or
25 agreements are null and void and shall be deemed separable from the remaining
26 covenants and agreements of this ordinance and in no way affect the validity of the other
27 provisions of this ordinance or of the lease.

28 SECTION 4. The lease at the following location, executed by the King County

29 executive, is hereby approved:

30 King County Sheriff's Office East Precinct Command Center

31 Sammamish City Hall, 801 228th Avenue SE, Sammamish, WA 98075

32

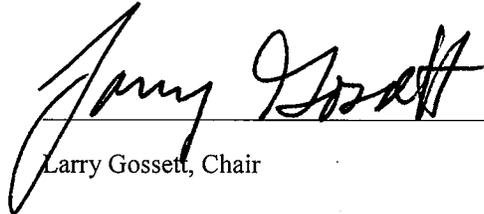
Ordinance 17133 was introduced on 6/6/2011 and passed by the Metropolitan King County Council on 7/5/2011, by the following vote:

Yes: 7 - Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott

No: 0

Excused: 2 - Mr. Phillips and Mr. von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2011 JUL 13 PM 4:04
KING COUNTY COUNCIL
CLERK

APPROVED this 13 day of JULY 2011.



Dow Constantine, County Executive

Attachments: A. Lease Agreement--Lease #1940

Lease # 1940

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated April 26, 2011 (for reference purposes only), is made by and between **City of Sammamish**, a municipal corporation (hereinafter called Lessor) and **King County**, a political subdivision of the State of Washington (hereinafter called Lessee) (collectively, the "Parties"). For and in consideration of the mutual promises, covenants and conditions herein, the Parties agree to the Lease as follows:

1. **Premises.**

Lessor does hereby agree to lease to Lessee the following demised space (the "Premises") consisting of a portion of the Sammamish City Hall located at 801 228th Avenue SE, Sammamish, WA 98075, as depicted in Exhibit A attached hereto with a legal description of the building attached hereto as Exhibit B (the "Building"). The Premises shall include the following:

1.1. **Exclusive use of the following:**

1.1.1. Approximately 5,200 square feet of space located on the second floor of the Building, including the right of public ingress and egress to the first and second floors, as shown on the attached Exhibit A-1. (Lessee shall make best efforts to allow Lessor's use of the property room located within the Premises as reasonably determined by Lessee.)

1.1.2. The secure parking area abutting the northwest side of the Building for parking purposes for no less than thirty-six (36) vehicles together with reasonable access thereto, as shown on the attached Exhibit E-1.

1.1.3. Lessor and Lessee shall collaborate to select a location for a storage shed for Lessee's use, together with reasonable access thereto, reasonably situated relative to the Premises.

1.2. **Non-exclusive use and reasonable access to the following:**

1.2.1. The conference rooms and council chambers located on the westerly side of the first floor of the Building as described on the attached Exhibit A-2 (the "Conference Rooms"), which non-exclusive use shall be based on a reservation system to be implemented and maintained by Lessor. Lessor and Lessee shall cooperate as reasonably required regarding the shared use of said Conference Rooms.

1.2.2. The sally port, booking area, holding cells, interview room, drying room, conference room and hot desk area located on the easterly side of the first floor of the Building as listed on the attached Exhibit A-3 (the "Law Enforcement

Facilities”).

1.2.3. The remote parking lot located southwesterly of the Building as shown on the attached Exhibit E-2. Lessee shall have no less than twenty-two (22) parking spaces available at all times for shared use between Lessor and Lessee on a first-come first-served basis. In the event that Lessee requires additional parking, Lessor and Lessee shall collaborate to address Lessee’s need for additional parking.

1.2.4. Public parking as currently exists at the Building, or as revised in the future, on a first-come first-served basis.

2. **Use.**

Lessee shall use the Premises for office and law enforcement facility purposes including, without limitation, the King County Sheriff’s East Precinct Command Center, and any other legal use.

3. **Term.**

3.1 The Term of this Lease shall be for ten (10) years, commencing on the date of Lessor’s Substantial Completion (“Substantial Completion” as defined in Exhibit C) of construction of Lessee’s Tenant Improvements (defined in Exhibit C), as provided herein (the “Commencement Date”), and shall terminate on the date that is ten (10) years thereafter.

3.2 Lessee shall have two (2) options to extend the Term of this Lease for an additional ten (10) years, subject to providing Lessor no less than twelve (12) months’ prior written notice of Lessee’s intent to exercise said option(s). Lessee’s options to extend the Term of this Lease shall in all instances terminate commensurate with the expiration or earlier termination of this Lease

3.3 (a) Notwithstanding Lessee’s right to extend the term of this Lease in accordance with the preceding subsection 3.2, Lessor retains the right to terminate this Lease at the conclusion of the initial ten (10) year term, and at the conclusion of the second ten (10) term, subject to providing Lessee no less than twelve (12) months’ prior written notice of Lessor’s intent to terminate.

(b) Lessee shall have the right to terminate this Lease following the first three (3) years of the Lease Term subject to providing Lessor no less than twelve (12) months’ prior written notice of Lessee’s intent to terminate.

3.4 If Lessor cannot deliver possession of the Premises to Lessee on or before the Commencement Date, provided that delivery of the Premises can be made within a reasonable timeframe, this Lease shall not terminate; but, in that event, there shall be a proportionate reduction of Rent, based on the percentage of the Premises available for Lessee’s intended use as described in Section 2, covering the period between the Commencement Date and the time when Lessor can deliver possession. If Lessor has failed to deliver possession of the Premises with Tenant Improvements Substantially Complete within one hundred and eighty (180) days after execution of this Lease, through no fault of Lessee, Lessee shall have the right to terminate this Lease and shall

have no further obligations thereunder.

4. **Preparation of Premises and Delivery of Possession.**

Prior to the commencement of the term hereof and within one-hundred eighty (180) days of Lease execution by both parties, Lessor shall arrange for the Tenant Improvements to the Premises, pursuant to the provisions of **Exhibit C** attached hereto. The Premises shall be deemed completed and Premises delivered on the date the Tenant Improvements are Substantially Complete or on the date specified in Section 3 as the Commencement Date, whichever is later.

5. **Rent.**

5.1 **Base Rent:** Lessee covenants and agrees to pay Lessor, at Lessor's address, without deduction or offset, monthly Base Rent in the amount of **Eight Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$8,666.67)** based on the annual rate of Twenty Dollars (\$20.00) per square foot, including leasehold excise tax, if any, payable in advance, without prior notice or demand, on the first day of each month of the Lease term. Rent for any fractional calendar month, at the beginning of the calendar term, shall be prorated.

5.2 **Base Rent Adjustment:** Commencing on the first anniversary of the Commencement Date, and every year thereafter during the Term, or any extension thereof, Base Rent, excluding any Additional Rent, shall be adjusted based on the cumulative increase in the Consumer Price Index for All Urban Customers- All Items- Seattle-Tacoma-Bremerton published by the United States Department of Labor, Bureau of Statistics for the preceding twelve consecutive month period. However, in no event shall the adjusted Base Rent be less than the immediately preceding Base Rent.

6. **Operating Costs.**

6.1. **Lessee's Share.** "Lessee's Share" shall mean Lessee's proportionate share of the Building's Operating Costs, defined as the cost of operating the Building, including janitorial, utilities (unless separately metered and invoiced to Lessee directly), taxes and assessments (if any) and insurance, which shall be based upon the ratio of the area of the Premises to the leaseable area in the entire Building (whether occupied or not).

6.2 **Payment of Additional Rent for Estimated Operating Costs.** Within thirty (30) days following the Commencement Date and the close of each Calendar Year, as applicable, or as soon thereafter as is practicable, Lessor shall provide Lessee with a written statement of Lessee's share of estimated Operating Costs for such year. Lessee shall pay 1/12 of the amount of Lessee's share of Operating Costs as Additional Rent as provided in Section 5 each month during such year and until such time as Lessor provides Lessee with a statement of estimated Operating Costs for the subsequent year. If at any time or times during such year, it appears to Lessor that Lessee's Operating Costs will vary from the estimated Operating Costs by more than five percent (5%) on an annual basis, Lessor may, by written notice to Lessee, revise its estimate for such year and Additional Rent payable by Lessee under this Section 6 for such year shall be increased or decreased based on Lessor's revised estimate.

6.3. Reconciliation. Lessor shall within ninety (90) days after the close of each calendar year during the Term hereof, deliver to Lessee a written statement (the "Reconciliation Statement") setting forth Lessee's actual Operating Costs paid or incurred by Lessor during the preceding year (or such prorated portion of such year if this Lease commences or terminates on a day other than the first or last day of a year, based on a 365-day year). If the actual Operating Costs shown on the Reconciliation Statement for any year exceed estimated Operating Costs paid by Lessee to Lessor pursuant to Section 6.2, Lessee shall pay the excess to Lessor as Additional Rent within thirty (30) days after receipt of the Reconciliation Statement. If the Reconciliation Statement shows that actual Operating are less than the estimated Operating Costs paid by Lessee to Lessor pursuant to Section 6.2, then the amount of such overpayment shall be credited by Lessor to the next Additional Rent payable by Lessee (or refunded to Lessee in the event of the termination or expiration of this Lease).

6.4. Determinations. The determination of actual and estimated Operating Costs shall be made by Lessor in good faith and in conformance with generally accepted accounting principles. Lessor or its agent shall keep records in reasonable detail showing all expenditures made for Operating Costs. Lessee shall have the right at its own cost and expense to review and/or inspect Lessor's records with respect to any Operating Costs shown on Lessor's annual reconciliation statement provided to Lessee. Lessee's review/inspection shall be conducted at Lessor's main business office, or at such other location as Lessor may keep its relevant business records, and on a date reasonably agreed upon by Lessor and Lessee. Lessee must provide written notice to Lessor specifying any and all claims it may have determined in good faith. Lessee agrees to diligently pursue its review/inspection of Lessor's records in order to determine if it concurs or disagrees with Lessor's statement.

Except as required by the Washington Public Records Act, ch. 42.56 RCW, and other applicable law, the information and results of any inspection conducted by or on behalf of Lessee shall be kept confidential by Lessee. All such inspection(s) shall be at the sole cost and expense of Lessee, provided that in the event Lessee's review reasonably determines there is an overcharge of Operating Costs which has not been credited to Lessee, said overcharge being more than five percent (5%) of Lessee's share of the Operating Costs, and Lessor does not contest the Lessee's results, then Lessor shall pay Lessee's reasonable out-of-pocket costs of such inspection, not to exceed Two Thousand Dollars (\$2,000). If Lessor desires to contest the result of Lessee's inspection, Lessor may do so within ten (10) business days of its receipt of the inspection results, by submitting the results of the inspection to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted by a mutually acceptable single arbitrator with not less than ten (10) years experience as a real estate attorney, or a retired judge with experience in commercial real estate litigation and/or leases. Any overcharge or undercharge determined as a result of Lessee's inspection or by the arbitrator shall be paid by the appropriate party to the other within thirty (30) days after the inspection results are provided to Lessor. In the case of arbitration, the non-prevailing party shall pay to the prevailing party all attorneys' fees and costs as provided in this Lease. Nothing in this paragraph shall relieve Lessee of its obligation under Section 5 to pay Additional Rent without notice, demand, offset or deduction.

7. Utilities and Service.

The Lessor shall provide electricity, water, sewer, and garbage removal service subject to direct payment by Lessee if separately metered or subject to reimbursement to Lessor as Operating Costs and payable as Additional Rent as provided in Section 6.2.

8. **Parking.**

Lessor shall provide, at Lessor's sole cost and expense, secure parking for Lessee's use as provided herein and shown on Exhibit E, including the portion of the Tenant Improvements attributable to parking as provided in Exhibit C.

9. **Alterations and Maintenance.**

9.1 Lessee shall not make any alterations or additions to the Premises without the prior written permission of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations shall become the property of Lessor upon termination of the Lease.

9.2 The Lessor agrees to keep the Building in which the Premises are located and the Premises in good repair, suitable for use as the purpose so defined in Section 2 of this Lease, commensurate with good building management practices as defined by the guidelines of the Building Owners and Managers Association. During the Term of this Lease, the Lessor shall repair malfunctioning fixtures, and repair and maintain the structural portions of the Building, landscaping, sidewalks and exterior improvements, parking areas and associated Tenant Improvements made by Lessor, and the Premises including, without limitation, the basic plumbing, air conditioning, heating and electrical systems, and garbage removal service unless such repairs are required as a result, in whole or in part, of the act or neglect of any duty by Lessee, its agents, servants, employees, or invitees. Lessor shall also provide janitorial service for the Premises subject to Lessee's option to provide janitorial service at its own cost and expense. Lessee shall pay to Lessor as Additional Rent the reasonable and actual cost of such maintenance and repairs as provided herein (the "Operating Costs"). Lessor shall be solely responsible for the cost to repair and maintain the structural portion of the Building including the roof and roof surface. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Lessor by Lessee, after which time Lessee may make or cause to be made such repairs as reasonably necessary at Lessor's cost and expense.

10. **Signs.**

All signs placed by Lessee on or about the Premises shall be subject to Lessor's reasonable prior written approval.

11. **Fixtures.**

All fixtures attached to the Premises solely by the Lessee may be removed by the Lessee at any time provided (a) that the Lessee shall restore the Premise to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Lessee shall not then be in default; and (c) that

the removal will be made on or before the expiration of the Term or any extension thereof.

12. **Indemnity and Hold Harmless.**

Lessor and Lessee mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and /or operations of this Lease, including the Premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Notwithstanding the provisions of Section 20 (below), each party agrees to indemnify the other to the extent of the indemnitor and indemnitee's proportional share.

As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

The foregoing indemnity covers actions brought by indemnitor's own employees and it is specifically and expressly intended to constitute a waiver of indemnitor's immunity, as respects the indemnitee only, under Washington's Industrial Insurance Act, RCW Title 51, only to the extent necessary to provide the indemnitee with a full and complete indemnity from claims made by indemnitor and its employees, to the extent provided herein. LESSOR AND LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF SECTION 12 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

13. **Insurance.**

13.1. The Parties acknowledge, accept, and agree that they are each self-insured government entities for all liability exposure. Each party shall provide the other with notice of any change in self-insured status within 30 days of electing to cease self-insurance. Upon any change in such self-insured status, the party ceasing self-insurance shall provide the other with proof of liability insurance reasonably acceptable to the other party.

13.2. Lessor shall carry "All Risk" property insurance in an amount equal to the full replacement value of all Improvements in the Premises, as well as all exterior Improvements and the Building.

13.3. Lessee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its personal property located in the Premises.

13.4. In consideration of the duration of this Lease, the parties agree that the insurance requirements herein, as reasonably required by Lessor, may be reviewed and adjusted periodically throughout the Term and any extension. Any adjustments made as determined by Lessor, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective upon 90 days written notice by Lessor.

14. **Mediation.**

Lessor and Lessee agree that should any dispute arise concerning this Lease both parties shall submit to mediation as a condition precedent to initiating any legal action. Lessor and Lessee shall each bear their respective costs of mediation.

15. **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, which consent shall not be unreasonably withheld, conditioned or delayed.

16. **Damage or Destruction.**

In the event 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, 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 leased Premises. If after a reasonable time the Lessor shall fail to proceed to repair or rebuild, Lessee shall have the right to declare this Lease terminated by written notice served on the Lessor. In the event the building, in which the leased Premises are located, shall be 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 one hundred twenty days after such damage or destruction.

17. **Liens.**

Lessor and Lessee shall keep the Premises and the building in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee or Lessor and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien.

18. **Right of Entry.**

Lessor reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by the Lessor to Lessee hereunder, to show the Premises to prospective purchasers or Lessees, and to repair the Premises and any portion of the Building of which the Premises or any area of nonexclusive use are a part and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, all as providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of Lessee shall not be interfered with unreasonably. Except for emergencies, Lessor shall give reasonable notice before entry to repair the Premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the Premises, excluding Lessee's vaults, safes, and files,

and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Lessee except for any failure to exercise due care for Lessee's property. Any entry to the Premises obtained by Lessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee for the Premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

19. **Hazardous Substances.**

19.1 Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of hazardous substances (Hazardous Substances) exist on the Premises. Lessor acknowledges and fully discloses that the Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Lessor or Lessee subsequently discovers the existence of Hazardous Substances on the Premises, Lessor and Lessee shall disclose to each other this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding Section 20 (below), each party agrees to indemnify, defend and hold harmless Lessor or Lessee, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against Lessor or Lessee by a third 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, except that which existed or emanated from the Premises prior to Lessee's possession of the Premises or to the extent caused by the act or omission of Lessor. Lessor's and Lessee's obligations under this Section 19 shall survive the expiration or other termination of this Lease.

19.2 **Definition of Hazardous Substances:** "Hazardous Substances" as defined in this Lease shall mean:

19.1.1. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or

19.1.2. Any dangerous waste, hazardous waste, or hazardous substance as defined in:

- i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);
- ii. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. § 6901 et seq.);
- iii. Washington Model Toxics Control Act, as now or hereinafter

amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or

19.1.3. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

20. **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 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.

21. **Eminent Domain.**

Should the Premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, 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 fixtures, 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 or relocate, 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 rental thereafter to be paid shall be reduced in the same proportion as the amount of leased floor space is reduced by such taking, and Lessor shall make such reconstruction of the Premises as may be required.

22. **Default.**

Following the Commencement Date, the occurrence of any one or more of the following events shall constitute a "Default" by Lessee and shall give rise to Lessor's remedies set forth in Section 23 (below): (i) failure to pay when due all or any portion of Rent or Additional Rent, if the failure continues for three (3) business days after written notice to Tenant; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent or Additional Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than sixty (60) days following notice from Lessor (provided, if the nature of Lessee's failure is such that more time is reasonably required in order to cure, Lessee shall not be in

Default if Lessee commences to cure promptly and thereafter diligently prosecutes such cure to completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Lessor or its agents or affiliates; (iv) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days). The occurrence of any of the aforementioned events of Default shall not under any circumstance excuse or relieve Lessee from any of its obligations under this Lease, including payment of Rent and Additional Rent pursuant to Section 3.

23. **Default Remedies.**

If Lessee defaults on its obligations as provided in Section 22, Lessor shall have the right without notice or demand (except as provided in Section 22) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. Lessor may elect to terminate this Lease and Lessee's right to possession, at any time following a Default and upon sixty (60) days written notice to Lessee.

In the event of any such reentry by Lessor, Lessor may, at Lessor's option, require Lessee to remove from the Premises any of Lessee's property located thereon. If Lessee fails to do so, Lessor shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Premises and place the same elsewhere in the Building or in storage in a public warehouse at the cost, expense and risk of Lessee with authority to the warehouseman to sell the same in the event that Lessee shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Lessor may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and Lessee hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.

Forbearance by Lessor to enforce one or more remedies shall not constitute a waiver of any Default.

24. **Default by Lessor and Lessee's Remedies.**

Lessor's failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from Lessee setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions or if more than thirty (30) days is required to cure the breach, Lessor's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.

If Lessor commits a default that materially affects Lessee's use of the Premises, and Lessor has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), Lessee may, without waiving any claim for damages for breach of agreement, thereafter cure the default for the account of the Lessor. Such notice shall include notice of

Lessee's plans to undertake the cure if Lessor does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Lessor, and Lessor shall reimburse Lessee for these costs. Lessor shall reimbursement Lessee within thirty (30) days after completion of the cure and invoice to Lessor itemizing the costs of cure. If Lessor disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Lessor notifying Lessee it disputes Lessee's cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing party shall be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

25. **Holding-Over.**

If, with Lessor's written consent, which such consent shall not be unreasonably withheld, Lessee holds possession of the Premises after the Term of this Lease or any extension thereof, Lessee shall become a Lessee from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by Lessee at the expiration of the term of this Lease or any extension thereof and subject to the continued application of all of the provisions of paragraph five and six herein, payable in advance on the first day of each month.

26. **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 received on the Commencement Date, except for ordinary wear and tear and damage by fire, earthquake, or force majeure, and Lessee will deliver all keys to the Premises to the Lessor. In addition, Lessee at Lessee's expense will remove Lessee's goods and effects and trade fixtures, and those of all persons claiming under Lessee, and Lessee will repair any damage resulting from such removal.

27. **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 Superior Court of King County, Washington.

28. **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.

29. **Intentionally Deleted.**

30. **Quiet Enjoyment.**

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 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 all underlying leases and other underlying matters of record to which this Lease is or may become subject.

31. **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 Sammamish
801 228th Avenue SE
Sammamish, WA 98075

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

32. **Time.**

Time is of the essence of this Lease and of each and all of the agreements, conditions, and provisions herein.

33. **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.

34. **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. Any action at law between Lessor and Lessee shall be filed in the superior court of King County, Washington.

35. **Severability.**

The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other

provisions unenforceable, invalid or void.

36. **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: City of Sammamish

LESSEE: King County

By: 

By: _____

Date: April 26, 2011

Date: _____

APPROVED AS TO FORM:

By: _____
Tim Barnes, Senior Deputy
Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

By: 

Date: 5/3/11

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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

Date:

NOTARY PUBLIC in and for the State of
Washington residing at _____. My
appointment expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Ben Yazici, to me known to be the City Manager of the Municipal 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.

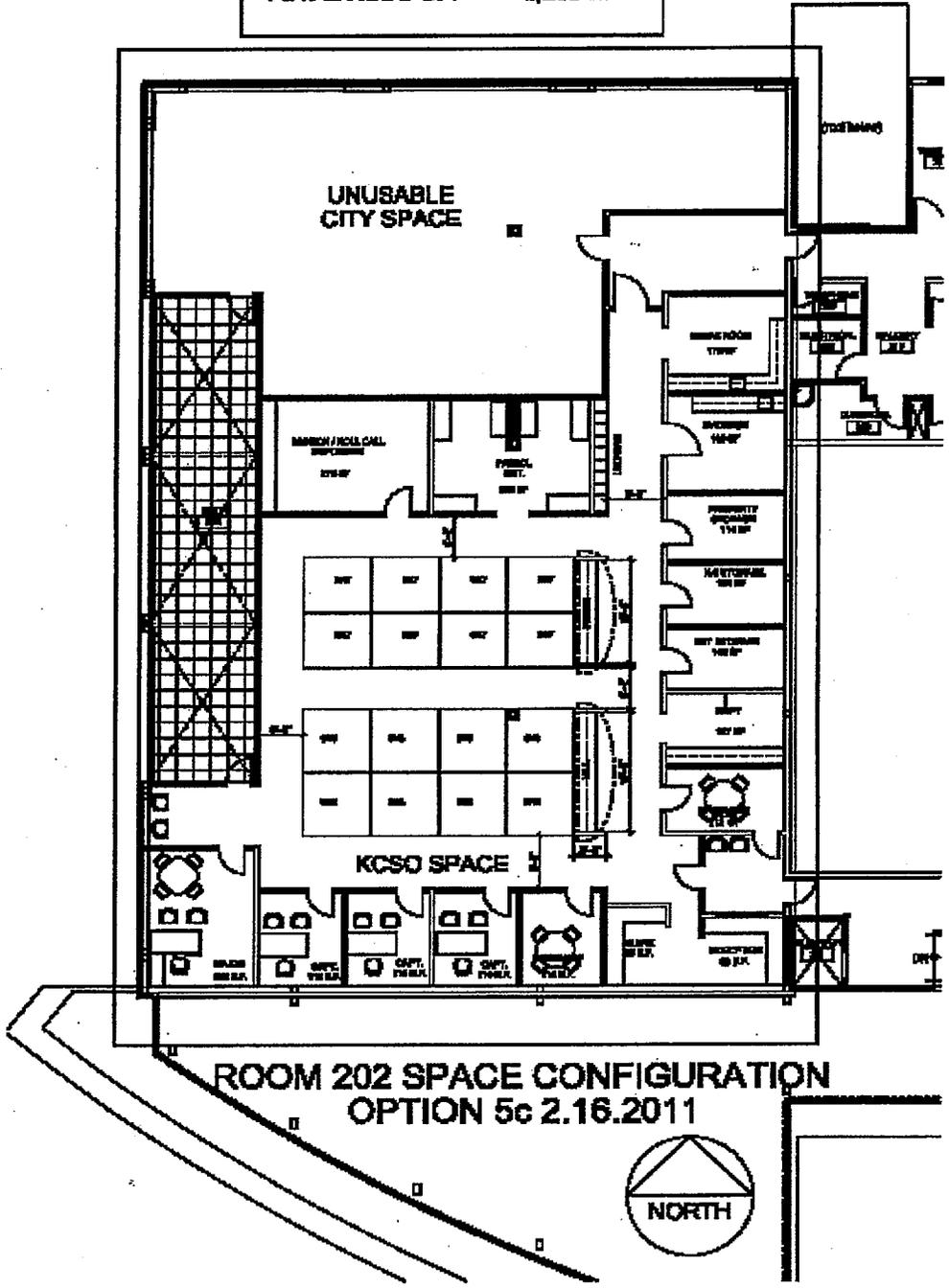
GIVEN under my hand and official seal this 26th, day of April, 20 11.



Notary: Melonie A. Anderson
Melonie A. Anderson
NOTARY PUBLIC in and for the State of
Washington residing at Sammamish
My appointment expires 9/17/2011.

**EXHIBIT A-1
PREMISES (EXCLUSIVE USE)**

**TOTAL SF ROOM 202 : 7,600 SF
TOTAL CITY SF: 2,400 SF
TOTAL KCSO SF: 5,200 SF**



**ROOM 202 SPACE CONFIGURATION
OPTION 5c 2.16.2011**

EXHIBIT A-2
PREMISES (NON-EXCLUSIVE USE- BUILDING CONFERENCE ROOMS)

Conference Rooms located throughout City Hall including the Council Chambers.

EXHIBIT A-3
PREMISES (NON-EXCLUSIVE USE- LAW ENFORCEMENT
FACILITIES)

The sally port, booking area, holding cells, interview room, drying room, conference room and hot desk area located on the easterly side of the first floor of the Building.

EXHIBIT B
LEGAL DESCRIPTION

PACEL NUMBER: 042406-9255

NAME: SAMMAMISH CITY HALL

SITE ADDRESS: 801 228th AVE SE 98075

LEGAL DESCRIPTION: A portion of "NEW LOT B" TGW NORTH 200.00 FT OF EAST 230.00 FT LESS CO RD TGW UND INT IN "NEW TRACT Y" SAMMAMISH BOUNDARY LINE ADJUSTMENT NO PLN2008-0029 REC NO 20080605900003 BEING POR OF NE ¼ OF NE ¼ STR 04-24-06 LY WLY OF 228th AVE SE.

EXHIBIT C
CONSTRUCTION WORK LETTER ADDENDUM

This Construction Work Letter Addendum ("Work Letter") is part of and incorporated into that certain lease (the "Lease") between King County, a political subdivision of the State of Washington (hereinafter called "Lessee") and the City of Sammamish, a municipal corporation (hereinafter called "Lessor") for the Premises, as defined in Section 1 of the Lease, located at 801 228th Avenue SW, Sammamish, WA 98075. Capitalized terms shall have the meaning defined in the Lease unless otherwise specific herein.

1) **SHELL AND CORE IMPROVEMENTS TO BE PROVIDED BY LESSOR:**

Lessor shall deliver the Premises to Lessee within one-hundred eighty (180) days of execution of this Lease with the following Improvements in the Premises constructed at Lessor's sole cost and expense (collectively the "Shell and Core Work"):

(a) Walls. Core and perimeter walls including metal framing, sound batt insulation, drywall, to be completely finished (taped and painted).

(b) Ceiling. Suspended ceiling to be completely finished including ceiling tiles.

(c) Floor. Concrete slab floor prepared to receive floor covering. Floor loading capacities: eighty pounds (80) per square foot live load; twenty pounds (20) per square foot partition load.

(d) Mechanical. The heating ventilation and air conditioning system for the Building is a VAV system with medium velocity ductwork installed in a loop on the floor and is available for Lessee's connection via Lessee's branch ductwork. A one inch hydronic hot water supply and return piping are available within the Premises for Lessee's connection to a Lessee-supplied VAV unit. Primary cooling duct loop: based on Building standard mechanical system is designed to accommodate heating loads generated by lights and equipment up to 3.0. watts per square foot; if Lessee's design or use of the Premises results in concentrated loads in excess of 3.0 watts per square foot, then any additional engineering design and installation of mechanical equipment and/or controls required to accommodate such excess shall be provided at Lessee's cost pursuant to Section 2 of this Exhibit C.

(e) Electrical. Not less than 100 amp, 3 phase, 120/208 volt electrical panel, and e-mon d-mon are provided at the Electrical Room 104, located 6' from the Premises, as needed for Lessee's exclusive use.

(f) Fire Sprinklers. Code compliant fire sprinkler system with upright heads provided in the Premises.

(g) Telephone/Data Closet. Code compliant closet for Lessee's use together with access thereto.

(h) Parking Improvements. The following parking Improvements shall be included as part of the Shell and Core Improvements to be provided by Lessor, as provided herein:

(1) The parking area abutting the northwest side of the Building for parking purposes for no less than thirty-six (36) vehicles, as shown on the attached Exhibit E-1, and fencing with a controlled-access gate and a video monitoring system; and

(2) The remote parking lot located southwesterly of the Building as shown on the attached Exhibit E-2. Lessee shall have no less than twenty-two (22) parking spaces available at all times on a first-come first-served basis.

2) TENANT IMPROVEMENTS TO BE PROVIDED BY LESSOR: Design and construction of all Tenant Improvements, which shall include Lessor's Shell and Core Work, in the Premises (the "Tenant Improvements") shall be provided by Lessor within one-hundred eighty (180) days of execution of this Lease (the "Required Completion Date") subject to reimbursement by Lessee as provided herein. The Tenant Improvements to be provided by Lessor shall include, without limitation, architectural design; permitting and special inspections; structural review and engineering; mechanical and electrical engineering; partitioning, millwork, and finishes; fire sprinkler modifications to meet codes; plumbing lines, connection and fixtures; HVAC equipment, connection to Building systems, distribution and controls, testing and balance; electrical wiring, equipment and fixtures; voice, data and security cabling, connection to Building systems and Improvements.

3) DESIGN OF TENANT IMPROVEMENTS: Lessor shall use its space planners, architects and construction general contractor in the design and construction of the Tenant Improvements. Lessor's build-out will complement Lessor's existing lobby finishes.

Lessor's space planners and architects shall ensure that the work shown on Lessor's plans is compatible with the basic Building plans and that necessary basic Building modifications are included in Lessor's plans. Such modifications shall be subject to the Lessee's approval and the cost thereof shall be paid by Lessor. Lessor's space planners and architects shall use CAD System, which system shall be compatible with the other Building drawings.

Lessor's and Lessee's space planners and architects shall collaborate in preparing a space plan for Lessee's Tenant Improvements which shall be the basis for Lessor's Tenant improvement plans as provided herein. All plans for the Tenant Improvements shall be subject to Lessee's reasonable review and approval prior to construction including, without limitation, construction cost as estimated by Lessor's space planners, architects and construction general contractor. Lessor shall supply Lessee with said plans for review and approval at sixty percent (60%) and ninety percent (90%) design review. Lessee shall provide written comments, requested revisions and/or approval for Lessor's construction plans within ten (10) days of receipt. Lessor and Lessee shall cooperate as reasonably necessary to approve said construction plans including, without limitation, the scope of work as it affects the construction cost of Tenant Improvements. Lessee's Project Manager for purposes of contact, approval of design and change orders and administration of this Work Letter shall be Steve Salyer, Manager, Real Estate Services Section,

Facilities Management Division, King County. Upon final agreement of Lessor and Lessee's Project Manager, the approved construction plans shall become the Final Plans. Lessor shall complete construction of the Tenant Improvements in conformance with said Final Plans, subject only to usual and customary Change Orders (defined below). Final Plans are to be signed by Lessor and Lessee and shall include, in addition to the aforementioned Shell and Core Work, the following:

(a) Basic Plans. These shall be fully dimensioned floor plans showing partition layout and identifying each room with a number and each door with a number. The Basic Plans must clearly identify and locate equipment requiring plumbing or other special mechanical systems, area(s) subject to above-normal floor loads, special openings in the floor, and other major or special features, including:

(1) Electrical and Telephone Outlets. Locate all power and telephone requirements: Dimension the position from a corner and give height above concrete slab for all critically located outlets. Identify all dedicated circuits and identify all power outlets greater than 120 volts. For the equipment used in these outlets which require dedicated circuits and/or which require greater than 120 volts, identify the type of equipment, the manufacturer's name and the manufacturer's model number, and submit a brochure for each piece of equipment. Also identify the manufacturer's name of the phone system to be used and the power requirements, size, and location of its processing equipment. Provide for a secure communications closet for Lessee's sole use.

(2) Reflected Ceiling Plan. Lighting layout showing location and type of all Building Standard and special lighting fixtures.

(3) Furniture Layout. Layout showing furniture location so that Lessor's engineer can review the location of all light fixtures.

(4) Millwork Details. These drawings shall be in final form with Lessee's office planner's title block in the lower right hand corner of the drawing, and shall include construction details of all cabinets, paneling, trim, bookcases, and door and jamb details for non-Building Standard doors and jambs.

(5) Keying Schedules and Hardware Information. This information shall be in final form and include a Keying Schedule indicating which doors are locked and which key(s) open each lock, plus an "X" on the side of the door where the key will be inserted if a keyed door. Complete specifications for all non-Building Standard hardware will also be provided.

(6) Room Finish and Color Schedule. This information shall be in final form and include locations and specifications for all wall finishes, floor covering and base for each room.

(7) Construction Notes and Specifications. Complete specifications for every item included except those specified by the Lessor.

(8) Lessor will coordinate all engineering at Lessor's expense.

(b) Change Orders. Lessee shall notify Lessor in writing of any desired material changes to the Final Plans, hereinafter referred to as a "Change Order." Lessor shall have five (5) days from receipt to approve any Change Orders, which shall not be unreasonably withheld or conditioned, and notify Lessee's Project Manager of the cost for said Change Order. Following Lessee's approval of the cost by Lessee's Project Manager of any Change Order, the Change Order shall become part of the Final Plans and shall be subject to reimbursement by Lessee and payable as provided herein.

(c) As-Built Plans. After completion of construction, Lessor shall supply to Lessee within thirty (30) days a complete set of construction documents for Lessor's files including as-built plans.

(d) Lessor shall be allowed to recommend and implement Change Orders, with notice to Lessee's Project Manager, to take advantage of value engineering opportunities and unforeseen construction conditions, but only if such changes (i) do not materially impact the appearance, safety or mechanical systems and operations of the Premises, and (ii) will not result in an extension of the Required Completion Date. If a Change Order initiated by Lessor, due to unforeseen construction conditions, has the potential to increase the cost of construction of the Tenant Improvements, Lessor shall obtain Lessee's written approval from Lessee's Project Manager in advance.

4) **LESSEE'S REIMBURSEMENT OF THE COST OF TENANT IMPROVEMENTS AND CHANGE ORDERS:**

(a) Lessee's Cost Allocation of the Tenant Improvements. Lessee shall reimburse Lessor, as provided in Section 4(c) below, for the cost of those certain Tenant Improvements, which costs shall not include Lessor's Shell and Core Work, the cost of which is allocated to Lessee as provided in Exhibit D.

(b) Lessor's Certification of Cost. Upon Lessor's completion of the construction of the Tenant Improvements, and Change Orders, if any, Lessor shall certify to Lessee the actual cost of construction for that portion of the Tenant Improvements whose cost is allocated to Lessee, as provided in Exhibit D, and Change Orders, if any. Lessor shall provide Lessee with copies of receipts and other documentation of the cost of said construction in detail reasonably acceptable to Lessee.

(c) Lessee's Reimbursement. Within sixty (60) days following Substantial Completion (as defined below), and only after Lessee is in receipt of Lessor's certifications of cost reasonably acceptable to Lessee, as provided herein, Lessee shall reimburse Lessor the Tenant Improvement Costs, the cost of which has been allocated to Lessee as provided in Exhibit D, including approved Change Orders, if any.

(d) Substantial Completion. As used herein, "Substantially Completed" or

"Substantial Completion" shall mean that on or before the one-hundred eightieth (180th) day following execution (execution is herein defined as the date on which both Lessor and Lessee have signed and notarized the Lease) each of the following have occurred subject only to completion of customary "punch list" items: (a) Lessor's contractor shall have notified Lessor in writing that Lessor's Work is substantially complete in accordance with the Final Plans; (b) the City of Sammamish has issued a certificate of occupancy or temporary certificate of occupancy such that Lessee is legally entitled to occupy the Premises for its permitted use; and (c) the director of the King County Facilities Management Division shall have issued a written statement to Lessor confirming that the Tenant Improvements are sufficiently complete in accordance with the Final Plans to permit Lessee to utilize the Premises for the intended uses as defined in Section 2 of the Lease. Lessee shall not unreasonably withhold, delay or condition its concurrence if each of the items (a) and (b) has occurred, and provided further, it shall be deemed unreasonable hereunder for Lessee to withhold its concurrence. Lessor agrees to provide Lessee no less than ten (10) business days advance notice of the anticipated Substantial Completion date, for the sole purpose of determining Substantial Completion hereunder.

5) **INSTALLATION OF LESSEE'S FURNITURE, FIXTURES AND EQUIPMENT:**

(a) Improvements Installed by Lessee. For any work to be performed in connection with installation of Lessee's furniture, fixtures and equipment on the Premises by Lessee or Lessee's contractor prior to commencement of the Lease Term, the following shall apply:

(1) Such work shall proceed upon Lessor's written approval of (i) Lessee's contractor, (ii) general liability and property damage insurance satisfactory to Lessor carried by Lessee's contractor, (iii) detailed plans and specifications for such work, pursuant to Section 4 above, and (iv) amount of general conditions, if any, to be paid by Lessee to Lessor for the services still provided by Lessor's contractor. Lessor will provide Lessee coordination of Lessee's contractor at no expense to Lessee.

(2) All work by Lessee or Lessee's contractor shall be scheduled through Lessor.

(b) Lessee's Entry to Premises. Lessee's entry to the Premises for any purpose, including without limitation, inspection or performance of Lessor's Construction by Lessor's agents, prior to the Commencement Date of the Lease shall be scheduled in advance with Lessor and shall be subject to all the terms and conditions of the Lease, except the payment of Rent. Lessee's entry shall mean entry by Lessee, its officers, contractors, office planner, licensees, agents, servants, employees, guests, invitees, or visitors.

(c) Lessee's Telephone and Computer/Data Service. Lessee is responsible for Lessee's telephone service, computer and data service and obtaining any applicable permits. Lessee shall select and coordinate installation of such communication and information systems with the Lessor as provided herein.

6) **GENERAL:**

(a) Warranties. Upon Substantial Completion of all Tenant Improvements, Lessor shall ensure that its contractor warrants that the Tenant Improvements have been completed in substantial accordance with the Final Plans and are free from defects in workmanship and materials for a period of two (2) years following Substantial Completion.

(b) Prevailing Wages. Lessor agrees that all contractors and subcontractors shall pay Prevailing Wages in accordance with chapter 39.12 RCW.

(c) This Work Letter, the Final Plans, and any approved Change Orders shall constitute the complete construction specifications and no other representations, or oral agreements between the parties shall be recognized in the event of a dispute between Lessor and Lessee, unless this Work Letter has been specifically amended by the parties.

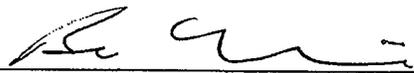
(d) Time is of the essence with respect to each of the duties and obligations of Lessor and Lessee set forth in this Work Letter. Notwithstanding any of the foregoing provisions hereof, default by Lessor or Lessee under any provisions of this Work Letter which are not cured within applicable notice and cure periods set forth in the Lease shall constitute a default under the Lease.

(e) Any notice, statement, advice, approval, consent or other communication required or permitted to be given by either party to the other pursuant to this Work Letter shall be given in the manner set forth in Section 31 of the Lease. A default by Lessor of any obligation hereunder shall constitute a default by Lessor under the Lease, except that Lessor's failure to deliver the Premises in Substantially Complete condition within 180 days of execution of the Lease shall be governed by the provisions of Section 3.4 of the Lease, which shall constitute Lessee's exclusive remedy..

SIGNED:

LESSOR: City of Sammamish

LESSEE: King County

By: 

By: _____

Date: April 26, 2011

Date: _____

EXHIBIT D
LESSEE'S COST ALLOCATION OF THE TENANT IMPROVEMENTS

All work to be consistent with existing building standards for the City of Sammamish City Hall.

DIVISION 5 – METALS

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
05400	COLD-FORMED METAL FRAMING		

DIVISION 6 - WOOD AND PLASTICS

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
06100	ROUGH CARPENTRY		
06200	FINISH CARPENTRY @counters	06200	FINISH CARPENTRY window sills

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH Perimeter walls only	
07210	Acoustic INSULATION @ offices	07210	BUILDING INSULATION
07841	Revised	07841	THROUGH-PENETRATION FIRESTOP SYSTEMS
07920	JOINT SEALANTS @ Tenant partitions		

DIVISION 8 - DOORS AND WINDOWS

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH Perimeter walls only	
08111	STEEL DOORS AND FRAMES @ offices	-	
08211	FLUSH WOOD DOORS	-	
08311	ACCESS DOORS AND FRAMES	08311	ACCESS DOORS AND FRAMES
08710	FINISH HARDWARE @ offices	-	
08800	GLAZING @offices & rooms	-	

DIVISION 9 - FINISHES

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH Perimeter walls only	
09250	GYPSUM BOARD ASSEMBLIES @ offices	09250	GYPSUM BOARD ASSEMBLIES exterior & common
		09511	ACOUSTICAL TILE CEILINGS
09653	RESILIENT WALL BASE AND ACCESSORIES	09653	RESILIENT WALL BASE AND ACCESSORIES
		09680	CARPET
09912	PAINTING (PROFESSIONAL LINE PRODUCTS)	09912	PAINTING (PROFESSIONAL LINE PRODUCTS)
09960	HIGH PERFORMANCE COATINGS @ evidence floor	09960	HIGH PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
10100 MISCELLANEOUS SPECIALTIES	
10431 SIGNAGE staff titles	10431 Directional lobby SIGNAGE & room numbers
	10520 FIRE-PROTECTION SPECIALTIES

DIVISION 11 – EQUIPMENT

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
NO WORK ON THIS DIVISION	

DIVISION 12 – FURNISHINGS: Lessee to provide all other furniture, fixtures, cubicles and equipment except as provided herein.

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
	12494 ROLLER SHADES

DIVISION 13 - SPECIAL CONSTRUCTION

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
13080 SOUND AND VIBRATION CONTROL evidence venting	

DIVISION 14 - CONVEYING SYSTEMS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
NA	NA

DIVISION 15 – MECHANICAL

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
15050 TESTING AND BALANCING	
15060 NOISE, VIBRATION AND SEISMIC CONTROL	
15100 BASIC MATERIALS AND METHODS	
15180 INSULATION sink	
15210 INTERIOR WATER SYSTEM sink	
15320 SOIL AND WASTE SYSTEM sink	
15400 PLUMBING FIXTURES AND TRIM sink	
15500 FIRE SPRINKLER SYSTEM alterations	
15520 CLEAN AGENT EXTINGUISHING SYSTEM evidence room	
	15700 HOT WATER SYSTEM
	15750 PACKAGED HEATING AND COOLING SYSTEM
	15800 Central AIR HANDLING EQUIPMENT
	15810 AIR DISTRIBUTION SYSTEM VAV zone boxes
	15900 ENERGY MANAGEMENT AND TEMPERATURE CONTROLS
158?? Server room venting	

DIVISION 16 - ELECTRICAL

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH Perimeter walls only	
16010	ELECTRICAL WORK	16010	ELECTRICAL WORK
16051	INSPECTIONS AND TESTING	16051	INSPECTIONS AND TESTING
16100	BASIC MATERIALS AND METHODS	16100	BASIC MATERIALS AND METHODS
16110	RACEWAYS		Exterior Perimeter
		16114	CABLE TRAYS, CABLE RUNWAYS AND CABLE SUPPORT SLINGS
16120	CONDUCTORS AND TERMINATIONS		
16130	OUTLET, JUNCTION AND PULL BOXES	16130	OUTLET, JUNCTION AND PULL BOXES exterior perimeter
16140	WIRING DEVICES	16140	WIRING DEVICES exterior perimeter
		16450	GROUNDING
		16460	DRY TYPE TRANSFORMERS
		16470	Secondary distribution SWITCHBOARDS
		16471	PANELBOARDS
		16475	FUSES
		16476	DISCONNECT SWITCHES AND CIRCUIT BREAKERS
16481	MOTOR CONTROLLERS evidence exhaust		
16500	LIGHTING 50%	16500	LIGHTING 50%
16665	TRANSIENT VOLTAGE SURGE PROTECTION (TVSS)		
		16721	FIRE ALARM SYSTEM
16740	TELEPHONE & DATA RACEWAY SYSTEM	??	check building standard
16741	SERVER RACKS		
16745	VOICE/DATA CABLING INFRASTRUCTURE SYSTEM		
16780	CABLE TELEVISION DISTRIBUTION SYSTEM		
16820	AUDIOVISUAL SYSTEMS		
		16930	LIGHTING CONTROL EQUIPMENT
	SECURITY ELECTRONICS – All devices added to the City's Security System		SECURITY ELECTRONICS – Security Electrical Head System and Programming for additional devices.
16999	PROJECT CLOSEOUT		

EXHIBIT E-1
PARKING (EXCLUSIVE USE)

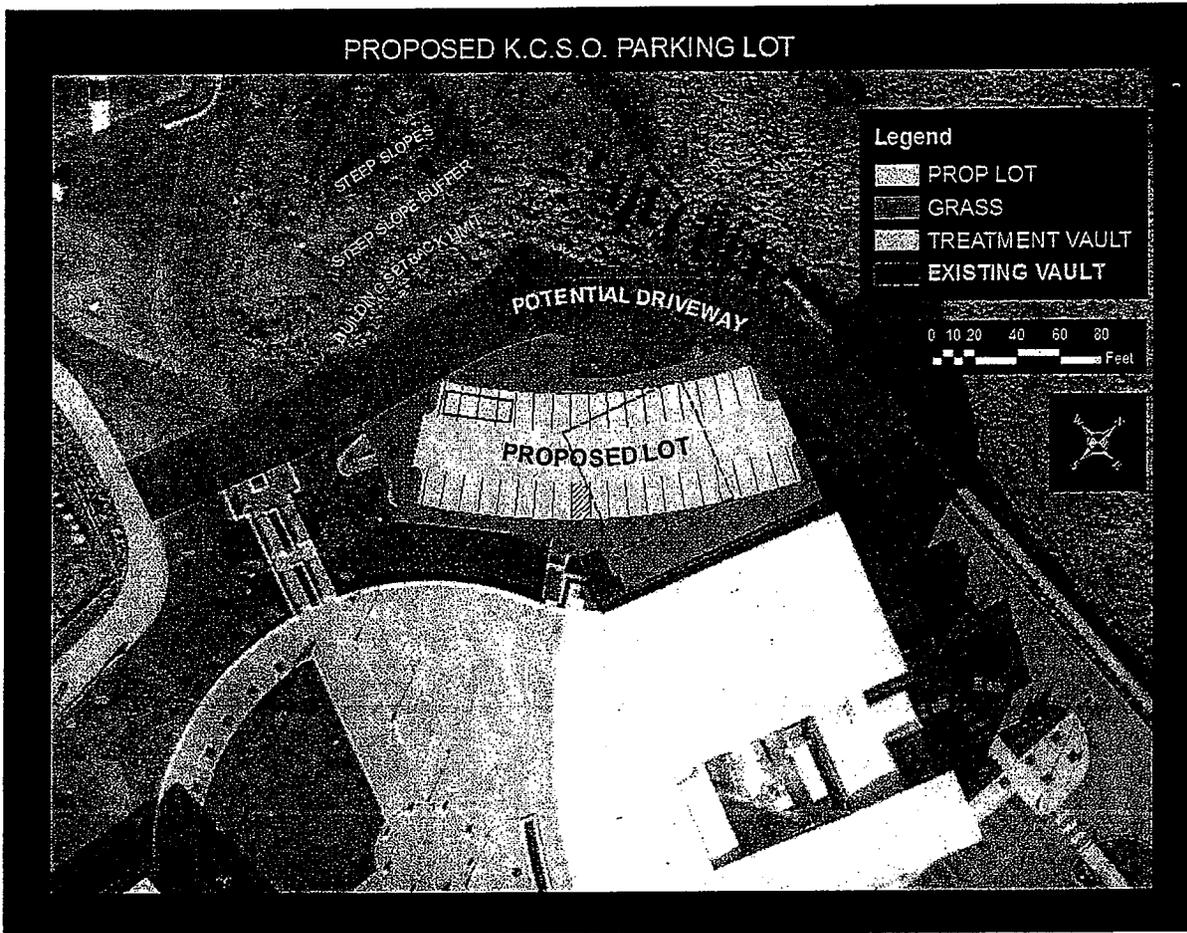
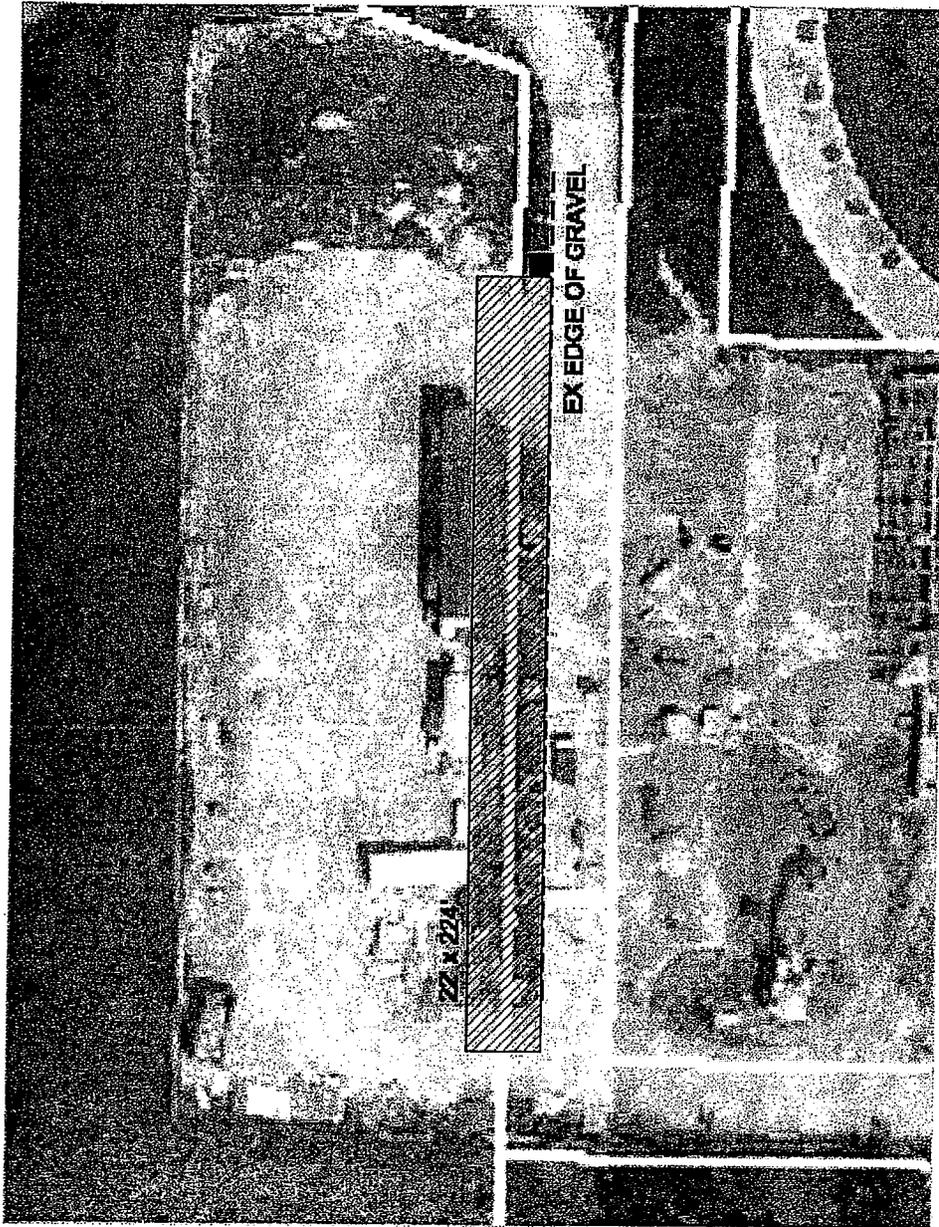


EXHIBIT E-2
PARKING (NON-EXCLUSIVE USE)



OVERFLOW PARKING

SCALE: 1"=40'-0"