

ATTACHMENT A:

AMENDED AND RESTATED LEASE

**AMENDED AND RESTATED
LEASE
(Kent Family Center – Public Health)**

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") made and entered into effective as of _____, 2025 (the "Effective Date"), by and between KING COUNTY HOUSING AUTHORITY, a public body corporate and politic under Washington law (hereinafter called "Landlord" or "KCHA"), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("King County" or the "County"), by and through its Department of Public Health ("Public Health") (collectively "Tenant"). Landlord and Tenant are each sometimes referred to in this Lease individually as "Party," and collectively as the "Parties."

WHEREAS, KCHA and Puget Sound Educational Service District ("PSESD") entered into a Joint Development Agreement dated as of January 6, 2004 to develop and operate a family service center with a Head Start program on a parcel of land legally described on Exhibit A hereto ("Land"), located at the Birch Creek Apartments (formerly known as Springwood Apartments) in Kent, Washington; and

WHEREAS, construction of a building at 13111 SE 274th Street, Kent, WA, commonly known as the Kent Family Center or the Family Center (the "Building") was completed in 2004; and

WHEREAS, Landlord and Tenant entered into a prior lease, dated for reference purposes December 8, 2003, ("Operating Lease") for approximately 1,760 square feet at the Building, which lease commenced on May 1, 2004 and has automatically renewed on each anniversary thereafter pursuant to its terms; and

WHEREAS, Landlord and Tenant have agreed, for good and valuable consideration mutually acknowledged, to amend and restate the terms of the Operating Lease, as set forth herein.

WITNESSETH:

1. **PREMISES/USE:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Suites 205 through 210 and Suites 231 and 232 on the Building's second floor consisting of approximately 1,760 square feet, more or less, all as shown on Exhibit B attached hereto (collectively, "Premises"). Landlord grants Tenant the non-exclusive right to use the common areas on the Land, subject to compliance with this Lease and any and all rules and restrictions applicable thereto. The "common areas" are all areas and facilities outside the Premises and either within the Building or outside the Building but inside the exterior boundary line of the Land that are provided and designated by Landlord from time to time for the general nonexclusive use of Landlord, Lessee, and other lessees of the Building and their respective employees, customers, and invitees, including but not limited to common entrances, corridors, stairways, kitchen, meeting areas, parking areas to the extent not otherwise prohibited by this Lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas. Tenant has inspected and is familiar with the Premises, Building and Land, and accepts the same "AS IS", with any and all faults and defects, subject to all applicable laws, regulations, and recorded restrictions of record, and without representation or warranty of any sort by Landlord. Landlord reserves the right (i) to add land, buildings, easements and other interests to, or sell or eliminate the same from, the Land and to grant interests in the Land to other parties, (ii) to install new or additional utility or similar facilities throughout the Building for the benefit of Landlord or Tenant or any other lessee of the Building, including but not limited to plumbing, electrical systems, communication systems, and fire protection, detection and/or security systems, and (iii) to temporarily close portions of the Premises and any common areas in order to maintain, repair or alter such areas, provided

that, in all cases, Landlord will use best efforts to give reasonable advance notice to Tenant of such actions if they will affect use of the Premises and provided that such installations or closures do not materially and permanently interfere with Tenant's use of the Premises as contemplated herein.

The Premises shall be used to operate a Public Health clinic providing Women, Infants and Children, First Steps, Maternity Support Services, and healthcare enrollment services, for low-income families who are residents of the Birch Creek development and neighboring communities, and for no other purpose without the prior written consent of Landlord.

Landlord reserves the right to impose and reasonably modify rules and regulations. The Tenant covenants that (a) it will not use, or allow others to use, the Premises or common areas in violation of any such rules and regulations or any laws, ordinances or regulations, recorded covenants or restrictions of record affecting same, (b) it will not permit its staff, program participants, or agents to commit any nuisance or waste at the Premises or common areas, or otherwise allow anything to be done on the Premises or common areas that will interfere in any manner with the quiet enjoyment of other occupants of the Building, and (c) it will comply promptly with all statutes, ordinances, rules, regulations, orders, and other laws, including all requirements of any fire insurance underwriters or rating bureaus, now or hereafter in effect, relating in any manner to the Premises and the operation of Tenant's business at the Premises. A breach of the covenants under this Section 1 shall be a default under this Lease.

All Tenant personnel working with program participants will be properly licensed, certified, and trained for such work. Tenant will complete criminal background checks of its personnel prior to allowing such personnel to work with program participants. Tenant agrees to screen all employees and volunteers who come in contact with vulnerable children and adults as per RCW 43.43.830 – 43.43.842, 74.15.010 – 74.15.030, or any equal or more stringent industry standard.

2. TERM: The term of this Lease shall be one two-year term, to commence on the first day of the month following execution by both Parties ("Commencement Date"), which shall be confirmed in a Confirmation of Lease Commencement Date Letter substantially in the form as that contained in Exhibit E. The term shall automatically renew for one year on the second anniversary date of the Commencement Date and each anniversary thereafter, provided however that Tenant may terminate the automatic renewal due to budgetary constraints or non-appropriation of sufficient funds to pay the obligations of this Lease by providing Landlord written notice of termination at least sixty (60) days prior to the next anniversary date. Upon such notice of termination, this Lease and all Tenant obligations hereunder will terminate at the end of the then current term, other than those that expressly survive termination or expiration of the term. The maximum term of this Lease, including any and all extensions, shall be nineteen (19) years. In no event shall this Lease extend beyond December 31, 2044. Upon the signing of this Lease, the Operating Lease shall be deemed terminated and shall be of no further force or effect, except for provisions therein that are made to survive termination either expressly or by their context.

3. RENT; RENT ADJUSTMENT; LATE FEES: Tenant shall pay to Landlord, as rent, in advance, on or before the first day of each month, without offset or deduction, 1) annual Base Rent of \$48,417.60 per year (\$4,034.80 per month), calculated at \$27.51 per square foot, which Base Rent shall be increased automatically by two percent (2%) on January 1, 2026, and each anniversary thereafter, and 2) its pro rata share ("Tenant's Share") of all costs paid or incurred by Landlord during the calendar year that are directly attributable to the operation, maintenance, or repair of the Premises, Building or Land (collectively, the "Shared Expenses"). Such costs shall include but not be limited to (a) utilities (inclusive of water and sewer), janitorial services, landscaping, irrigation, refuse removal, the lighting, cleaning, repair and snow plowing of the parking area, administrative costs and fees, fire alarm hardware and monitoring, security, repair and replacement of electrical, plumbing and mechanical equipment, the cost of licenses, permits, fees and

inspections (such as fire district inspection and surface water management fees), (b) payments under any easement, restrictive covenant, or other recorded instrument pertaining to cost sharing by the Land, (c) taxes as described in Section 5 below, (d) premiums and other charges for Landlord's insurance policies covering the Building and Land, and (e) replacement reserve amounts, if any, charged by Landlord pursuant to Section 7(e) below. Tenant's Share of all Shared Expenses is calculated as the amount of rentable space at the Premises divided by the total rentable space at the Building occupied by tenants from time to time with an allocated share of the common areas within the Building. As of the date of this Lease, Tenant's Share is agreed to be 12%. Landlord may notify Tenant of a change in Tenant's Share as a part of the annual reconciliation process described below. In addition and separate from Tenant's Share, Tenant shall pay, as rent, (x) any pass-through costs for services and maintenance (including HVAC and other service contracts) requested by Tenant that solely benefit the Premises; (y) any equipment inspection, repair or replacement if that equipment (wherever located on the Land) serves only Tenant shall be a direct charge to Tenant and not a Shared Expense, and (z) the cost of repairing any damage caused by Tenant, its program participants or third parties at the Premises pursuant to Section 7(c) below.

During the calendar year of the Lease term, Landlord and Tenant agree that Tenant's Share is \$1,673 per month. For the second calendar year of the term and each year thereafter, Landlord will provide to Tenant, no later than May 1st, an annual statement in the format attached hereto as Exhibit C ("Estimate") setting forth Landlord's good faith estimate of the amount Tenant will owe for its Shared Expenses for the then-current year, and Tenant will pay 1/12 of such Estimate on a monthly basis throughout the year. A failure by Landlord to furnish an Estimate will not preclude Landlord from enforcing its rights to collect Tenant's Share hereunder. Until a new Estimate is furnished, Tenant shall pay Landlord monthly 1/12 of the amount of Shared Expense set forth in the previous Estimate delivered by Landlord to Tenant.

Following the end of calendar year 2025 and each full or partial calendar year thereafter during the term, Landlord will provide Tenant with a statement of the actual Shared Expenses for the preceding calendar year ("Reconciliation Statement") by April 30 each year. Unless Tenant disputes an item on the Reconciliation Statement within one hundred twenty (120) days after Landlord provides same, such statement shall be considered final. If the actual Shared Expenses shown on the Reconciliation Statement for any year is less than the Shared Expenses paid by Tenant pursuant to the Estimate, then Landlord shall credit the excess against amounts next payable by Tenant under this Lease. If the actual Shared Expenses on the Reconciliation Statement is more than the Shared Expenses paid by Tenant pursuant to the Estimate, then Tenant shall make reasonable arrangements (including installment payments) with Landlord to pay the excess amounts prior to the end of the then-current calendar year. The provisions of this Section shall survive the expiration or termination of the Lease.

All amounts owing by Tenant under this Lease shall be paid to Landlord at Landlord's address set forth herein or such other address as Landlord may from time to time provide. Rent during any partial month during the Lease term shall be prorated.

If any rent amount due from Tenant is not received by Landlord within ten (10) days after the due date, Landlord may collect a late charge equal to five percent (5%) of the overdue amount from Tenant. Landlord waives the collection of a security deposit from Tenant in connection with this Lease.

4. UTILITIES AND SECURITY: Tenant shall pay for all separately metered water, gas, heat, light, power, and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to the Premises, Landlord shall pay the cost thereof including, without limitation, for the fire alarm and monitoring system at the Building and Premises, and Tenant shall reimburse Landlord therefore, at Landlord's option, either as a Shared Expense or a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises in the Building. Telephone,

internet, and cable service at the Premises, if desired, shall be provided at the sole cost and expense of the Tenant.

Tenant shall be responsible for using all utilities in an energy conservative manner, including ensuring that the heat, lights, equipment, and appliances are turned down/off when the space is not being utilized. Tenant shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premise that uses excess water, lighting, or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security services, over standard office usage for the Building. Landlord shall require Tenant to reimburse Landlord for any excess expense or costs that may arise out of a breach of this subsection by Tenant. Landlord may, in its sole discretion, install at Tenant's expense supplemental equipment and/or separate metering applicable to Tenant's excess usage or loading. Tenant will support and comply with the Landlord's reasonable energy conservation standards, including recycling and composting if applicable.

Tenant acknowledges that Landlord shall have no obligation to provide guard service or other security measures within or for the benefit of the Premises or the Building, but that Landlord has nevertheless installed security cameras at the front entrance and in the common first floor lobby area, and at its option may add additional cameras as a Building amenity, and that the cost of obtaining, installing, and maintaining such equipment will be a Shared Expense. Tenant assumes all responsibility in and around the Building for the protection of Tenant and its agents and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Upon notice and prior reasonable consent of Landlord, Tenant may contract with additional security personnel within the Premises at Tenant's discretion and sole cost.

Landlord shall not be liable in damages or otherwise for any interruption or reduction in utility, security, or other services for any reason whatsoever, including any temporary interruption in such service that may be reasonably necessary in connection with Landlord's maintenance and repair obligations hereunder.

5. TAXES: Tenant shall timely pay all taxes assessed against and levied upon its leasehold improvements, trade fixtures, furnishings, equipment and all other personal property of Tenant on or about the Premises. In addition, Tenant shall pay (i) any other taxes, including leasehold excise tax, that may be applicable to Tenant's use of the Premises, and (ii) Tenant's Share of any supplemental real property taxes or assessments (special or otherwise) or other governmental levies or impositions imposed against the Land during the Lease term, and any expenses of Landlord in contesting or attempting to reduce any of the foregoing or the assessed valuation of the Land.

6. QUIET ENJOYMENT: Upon Tenant's observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this Lease without disturbance by Landlord or by any person having title paramount to the Landlord's title, subject to the other terms and provision of this Lease and subject to all mortgages, underlying leases, and other underlying matters of record to which this Lease is or may become subject and subordinate.

7. MAINTENANCE/DAMAGES: The following apply to maintenance and damages of the Premises, Building or Land.

- a) Health and Safety. Tenant agrees to use and maintain the Premises in as good order and repair as when possession was delivered to Tenant and in a manner that does not create any health and/or safety violation or hazard for residents or the surrounding community. Tenant intends to prepare food in the Premises for on-site consumption in connection with its programs and agrees to keep related facilities and fixtures in good working order, free of odors and pests, and in a safe and clean condition (including

washing and putting away dishes and utensils, cleaning spills, wiping countertops, proper ventilation of odors, and regular disposal of all garbage). Tenant shall provide access to all areas of the Premises for periodic insurance inspection upon request and shall promptly comply with all related inspector recommendations.

- b) **Routine Maintenance and Janitorial Services.** Tenant shall provide routine cleaning in order to maintain the Premises in a reasonable state of cleanliness and repair at its cost and as more fully set forth in Exhibit D hereto (the “Basic Conditions and Standards”) and in compliance with all public health guidelines as updated from time to time. A copy of the Basic Conditions and Standards shall be posted inside the Premises in a prominent location at all times. Tenant shall perform all routine maintenance of the Premises, subject to those cleaning tasks included under Landlord’s janitorial contract. Landlord shall have the right, but not the obligation, to periodically inspect and maintain the major systems (e.g. smoke alarms, life safety, and heating and ventilating equipment) at the Premises. If inspections conducted by representatives of Landlord find Tenant to be in breach of this Section 7(a) or (b), Landlord may require Tenant to hire or pay for additional janitorial services or maintenance to correct such issues. Landlord shall provide routine daily janitorial services to the Building, shall refinish hardwood floors periodically, and maintain the surrounding grounds, parking lot, and common areas.
- c) **Tenant Damage.** Tenant shall be responsible for any and all damage to the Premises, Building, or common areas resulting from its activities beyond ordinary and reasonable wear and tear that are caused by acts of the Tenant, its agents, subcontractors, or invitees, including replacement of glass that is or becomes cracked or broken. Landlord shall repair such damage as may occur or make such repairs as are requested by the Tenant, provided that Landlord shall present Tenant with an itemized bill for such repairs for which the Landlord believes Tenant to be responsible. Such bills shall reflect the costs actually incurred by the Landlord including overhead expenses. The Tenant agrees to pay (or secure a mutually agreeable payment schedule) within 30 days of the written receipt of the amount owing. Landlord’s obligation for repair and replacement shall not include Tenant’s personal property, including, but not limited to computers and refrigerators. Landlord may charge Tenant a fee for any additional, replacement or lost keys to the Premises, which fee shall not exceed \$100 per key.
- d) **Structural Elements.** Upon notice from Tenant, Landlord shall cause to be performed routine maintenance of the Building common areas, and repair and replacements to structural portions of the Building, including the exterior walls, roof and building-wide systems of the Building, provided that any damage to such components caused by acts of the Tenant, its agents, subcontractors, or invitees shall be repaired by the Landlord at Tenant’s cost. Tenant shall notify Landlord of any maintenance issues or needed repairs or replacements to the common areas, Building structure or systems, or Land promptly following Tenant’s discovery of the same.
- e) **Reserved**
- f) **Pest Control.** Landlord shall be responsible for pest (e.g., rodents or insects) control, provided that Tenant shall prepare the Premises for actions required for such control. Pest control costs shall be charged to Tenant if pest control problems are attributable to Tenant’s operations at the Premises. It is the Tenant’s responsibility to notify Landlord immediately if Tenant becomes aware of any pest issues.
- g) **Notice of Damage and/or Criminal Activity.** Upon the occurrence of any material damage to the Building of which Tenant becomes aware, Tenant shall immediately (i.e., not more than 24 hours) contact Landlord’s Facility Manager at the contact number provided to Tenant for such purpose. Tenant shall also notify Landlord’s Facility Manager as soon as possible following discovery of any maintenance issues, needed repairs or replacements or pest control concerns at the Building or Land so that the Premises and

common areas can be maintained in proper working condition, free of hazards and in compliance with the Exhibit D. Tenant shall notify Landlord of any criminal activity occurring on the Premises of which Tenant becomes aware within 24 hours of such discovery.

8. PROGRAM COMMUNICATIONS: As part of program operations at the Premises, Tenant shall (i) maintain dedicated staff sufficient to support the delivery of Public Health services operating at the Premises, (ii) provide Landlord with current contact information for key staff supporting such program (including 24-hour mobile phone numbers for use in the event of an emergency) and promptly notify Landlord of any changes in Tenant's primary point of contact. Both Parties agree to collaborate to address issues of concern relating to Building operation and maintenance and to meet promptly, upon request, together with any other parties necessary or desirable for resolving such issues.

9. SIGNS: Landlord shall be responsible for the installation and removal of all signs at the Building. Tenant shall not place any sign upon the Premises, Building, or Land without Landlord's prior written consent. Under no circumstances shall Tenant place a sign or any equipment on the roof of the Building. Neither Party shall use the name or logo of the other Party without first receiving the prior consent of the counterparty.

10. IMPROVEMENTS, ALTERATIONS AND FIXTURES: Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, utility installations (collectively, "Alterations") or repairs in, or about the Premises or the Land, including, without limitation, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air condition, plumbing and communication wiring and equipment. Upon expiration or termination of the Lease term, Landlord may require the removal of any or all of such Alterations and the restoration of the Premises or the Land to its prior condition, at Tenant's expense. Landlord's consent shall not be unreasonably withheld, but may include appropriate conditions explicitly stated in Landlord's consent, such as pre-approval of contractors, posting of a standard lien and completion bond, prior review and approval by Landlord of detailed plans for such work, and prompt delivery to Landlord of, and compliance with, all governmental permits for such alterations. All work that may be performed by Tenant under this Section, including any remodeling or installation of fixtures or Tenant equipment, shall be done in a good and workmanlike manner and of good and sufficient quality and materials. Tenant shall provide Landlord with as-built plans and specification for any Alterations and any Alterations shall remain in place and belong to Landlord, unless Landlord requires removal, at the expiration or termination of the Lease term. Tenant's personal property and removal trade fixtures, other than that which is affixed to the Premises so that it cannot be removed without material damage, shall remain the property of Tenant and may be removed by Tenant subject to Section 29. Any rooftop installation proposals shall be at the discretion and approval of the Landlord, with all rental income from the site belonging solely to Landlord. All fixtures attached to the Premises solely by the Tenant may be removed by the Tenant at any time provided (a) that Tenant shall restore the Premises to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Tenant 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.

11. DEFAULT: The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

- a) The vacation or abandonment of the Premises by Tenant. Vacation of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more.
- b) The Tenant fails to pay amounts required to be paid by Tenant under this Lease, and such failure continues for fifteen (15) days following notice from Landlord.

- c) The breach by Tenant of any of the covenants, conditions or provisions of Section 10 (Improvements and Alterations), Section 17 (Assignment or Subletting) and Section 20 (Insurance), all of which are hereby deemed to be material defaults without the necessity of any notice by Landlord to Tenant thereof.
- d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty-day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty-day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

12. REMEDIES: In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such default:

- a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to: the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid, and the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided.
- b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover any rent as it becomes due hereunder.
- c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

13. CONDEMNATION: 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 Tenant's leasehold improvements or affixtures, shall belong and be paid to the Landlord, and the Tenant hereby assigns, transfers, and sets over to the Landlord all of the right, title, and interest which it might otherwise have therein. In the event that any material portion of the Premises is taken, the Tenant shall have the option, to be exercised by written notice given by Landlord within thirty (30) days after the date of notice of the taking, to terminate this Lease.

14. CASUALTY:

- a) Mandatory Restoration. If the Premises are destroyed or damaged by fire, earthquake or other casualty while more than one year remains in the Lease term, to such an extent as to render the same untenable in whole or in a substantial part, and if the damage can be expected to be capable with reasonable

diligence to be repaired within 360 days, Landlord shall repair and restore the damaged portion, unless the Parties mutually agree in writing to terminate the Lease.

- b) **Optional Restoration.** If the Premises are destroyed or damaged by fire, earthquake or other casualty while more than one year or less remains in the Lease term, to such an extent as to render the same untenable in whole or in a substantial part, or if the damage cannot be expected, with reasonable diligence, to be repaired within 360 days, it shall be optional with the Landlord to restore the damaged portion.
- c) **Procedure.** After the happening of any such event, Tenant shall give the Landlord immediate written notice thereof. In the case of an optional restoration under Section 14(b), Landlord shall have 15 business days after the receipt of such notice to notify Tenant in writing of Landlord's intention either to restore or to terminate this Lease, and in such case only, if no such notice is given by the Landlord, the Tenant may elect to terminate the Lease by written notice to Landlord of such election. If Landlord is either required or optionally elects to restore, the work shall be commenced and prosecuted as promptly as is reasonable.

15. **PARKING:** So long as Tenant is not in default, and subject to such rules and regulations as may be established for the Building from time to time, Tenant shall be entitled to i) one exclusive parking spot for a Tenant fleet vehicle in the west lot, the location of which shall be determined by Landlord and subject to change from time to time, and ii) the non-exclusive shared use of unreserved parking spaces on the Land, all subject to the terms of any existing or future agreements with respect to the joint usage of the parking areas. Landlord's out of pocket costs for marking or signing an exclusive space shall be borne by Tenant. In addition, portions of the adjacent parking spaces may be closed off from time to time for maintaining, repairing, or replacing the parking areas, and temporary scaffolding or equipment may be used as reasonably related to such repair, maintenance, and operation of any part of the Land. If Tenant allows any prohibited activities described in the Lease or the rules then in effect regarding the parking areas, then Landlord shall have the right, without notice, in addition to such other rights and remedies it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. Subject to the terms of Section 10 above, Tenant may, at its sole cost, propose the installation of a Level 2, non-public electric vehicle charger at Tenant's exclusive parking spot (or another spot approved by Landlord) by submitting plans and specifications and such other reasonable information to Landlord for Landlord's prior review in accordance with Section 10. Any such charging equipment must be maintained by Tenant in good and functioning condition at all times, and any theft, vandalism, or other loss or liability in connection therewith shall be borne solely by Tenant. Landlord shall have no obligation to monitor usage of such equipment.

16. **LIENS AND INSOLVENCY:** Tenant shall keep the Premises and the Land free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant and shall hold Landlord harmless against the same. In the event Tenant becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, Landlord may cancel this Lease at its option.

17. **SUBLETTING OR ASSIGNMENT:** Tenant shall not voluntarily or by operation of law assign, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or the Premises, without the prior written consent of Landlord which Landlord shall not unreasonably withhold. Landlord shall respond to Tenant's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a material default and breach of this lease without the need for notice to Tenant under Section 11.

- a) **Terms Applicable to Assignment and Subletting.**

- i. Regardless of Landlord's consent, no assignment or subletting shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the sums due Landlord hereunder, and to perform all other obligations to be performed by Tenant hereunder.
 - ii. Landlord's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or by any sublessee. However, Landlord may consent to subsequent sublettings and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable on the lease or sublease and without obtaining their consent and such action shall not relieve such persons from liability under this lease or said sublease; however, such persons shall not be responsible to the extent any such amendment or modification has increased the obligations of the Tenant or sublessee under this lease or such sublease.
 - iii. In the event of any default under this lease, Landlord may proceed directly against Tenant or anyone else responsible for the performance of this lease, including the sublessees, without first exhausting Landlord's remedies against any other person or entity responsible therefore to Landlord or any security held by landlord or Tenant.
 - iv. No sublease entered into by Tenant shall be effective unless and until it has been approved in writing by Landlord. In entering into any sublease, Tenant shall use only such form of sublease as is satisfactory to Landlord, and once approved by Landlord, such sublease shall not be changed or modified without Landlord's prior written consent. Any sublease shall, by reason of entering into a sublease under this lease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every obligation herein to be performed by Tenant other than such obligations as are contrary to or inconsistent with provisions contained in a sublease to which Landlord has expressly consented in writing.
 - v. Landlord's written consent to any assignment or subletting of the Premises by Tenant shall not constitute an acknowledgement that no default then exists under this lease of the obligations to be performed by Tenant nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated by Landlord at the time.
- b) Landlord Expenses. In the event Tenant shall assign or sublet the premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any act Tenant proposes to do, then Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers' or other consultants' fees.
- c) Conditions to Consent. Landlord reserves the right to condition any approval to assign or sublet upon Landlord's determination that (i) the proposed assignee or sublessee shall conduct a business on the Premises of a quality substantially equal to that of Tenant, and (ii) the proposed assignee or sublessee be at least as financially responsible as Tenant was expected to be at the time of the execution of this lease or of such assignment or subletting, whichever is greater.

18. ESTOPPEL CERTIFICATE. Each Party (as "responding Party") shall at any time upon not less than ten (10) days' prior written notice from the other Party ("Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any

such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the building or of the business of Tenant.

At the Requesting Party's option, the failure to deliver such statement within such time shall be a material default of the lease by the Party who is to respond, without any further notice to such Party, or it shall be conclusive upon such Party that (i) the lease is in full force and effect, without modification except as may be represented by the Requesting Party, and (ii) there are no uncured defaults in the Requesting Party's performance.

19. ACCESS: Landlord acknowledges that Tenant is responsible for protecting clients Personal Health Information (PHI) and that Tenant must be in compliance with Health Insurance Portability and Accountability Act (HIPAA) laws. Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable times with a Tenant escort (except in the case of an emergency, which is defined as reasonable concern for imminent danger to persons or property, in which case no escort shall be required), for the purpose of inspection, performing any services required of Landlord, showing the Premises, taking such safety measures, erecting such scaffolding or other necessary structures, making such alterations, repairs, improvement or additions to the Premises or to the Building as Landlord may reasonably deem necessary or desirable and the erecting, using, and maintaining of utilities, services, pipes, and conduits through the Premises and/or other premises as long as there is no material adverse effect to Tenant's use of the Premises. Tenant shall accede to and cooperate with such entries. Landlord shall retain a key for such purposes.

20. HOLD HARMLESS; INDEMNIFICATION; INSURANCE: Landlord and Tenant 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 the paragraph 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 attorneys' fees, costs and expenses incurred by the other Party to this Lease in defense of said claims and/or actions.

The foregoing provisions specifically and expressly intend to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

The Parties acknowledge that Tenant, a Charter County Government under the Constitution of the State of Washington, maintains a fully funded self-insurance program as defined in King County Code 2.21 for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. The County shall provide Landlord with a standard form of certificate of self-insurance as proof of coverage prior to the Commencement Date. Tenant shall provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and, upon any such change, Tenant shall provide Landlord with proof of substitute liability insurance reasonably acceptable to Landlord. Because Tenant is a self-insured government entity and does not maintain a Commercial General Liability Insurance policy, Tenant need not add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure, Tenant shall add Landlord as an additional insured to any subsequent policy unless Landlord reasonably agrees otherwise in writing.

Tenant 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. For purposes of the mutual waiver of claims and subrogation in Section 21 below, Tenant's self-insurance shall be treated as if it were commercial insurance.

Landlord shall maintain throughout the Term commercially reasonable "All-Risk" policies of property insurance covering loss of or damage to the Building (excluding Tenant improvements, Tenant's personal property, fixtures, equipment and Alterations) in the full amount of its replacement cost.

21. **SUBROGATION WAIVER:** Landlord and Tenant each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils required covered by property insurance and carried or required to be carried by such Party, whether due to the negligence of such Party or its agents, employees, contractors, or invitees. If necessary, all property insurance policies required under this Lease shall be endorsed to confirm this waiver.

22. **HAZARDOUS SUBSTANCES:** Tenant shall not, without Landlord's prior written consent, keep, nor allow any invitee or licensee of the Premises, to keep any substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance (hereinafter the Hazardous Substances) on or around the Land. Landlord acknowledges that, in the course of Tenant's use of the Premises, Tenant handles bio hazards and medication waste. Tenant will be responsible for setting up a process for collection and disposal of any biohazard materials, including sharps containers, in accordance with applicable regulated medical waste management standards and regulations. Tenant will be responsible for setting up a process for collection and disposal of any medication waste generated in the course of operation at the Premises. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Tenant's or any subtenant's, invitee's or licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Land. Tenant shall indemnify, defend and hold Landlord and lenders to Landlord (hereinafter called the Lender) harmless from any and all of the costs, fees, penalties, charges and expenses assessed against or imposed upon Landlord and Lender (as well as Landlord's and Lender's attorney's fees and costs) as a result of Tenant's or subtenant's, invitee's or licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances.

23. **SUBORDINATION:** Tenant agrees that, at Landlord's election, this Lease shall automatically be subordinate to any ground lease, mortgages, or deeds of trust placed on the Premises, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof, all without the need of having further instruments executed by Tenant to effectuate the same. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to same, whether this Lease is dated prior or subsequent to the date of such mortgage, deed of trust, or ground Lease or the date of recording thereof. Tenant agrees to execute any documents required to effectuate an attornment or a subordination, or to make this lease prior to the lien of any mortgage, deed of trust or ground Lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Tenant shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute, and irrevocably appoint landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section 23.

24. DEFAULT AND RE-ENTRY; REMOVAL OF PROPERTY: Upon default by Tenant of any term or condition hereunder, Landlord shall have all rights and remedies available under the laws of the State of Washington, including, but not limited to rightful re-entry. In the event Landlord lawfully re-enters the Premises as provided herein, Landlord shall have the right, but not the obligation, to remove all the personal property located herein and to place such property in storage at the expense and risk of Tenant.

25. COST AND ATTORNEYS' 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 prevailing Party shall recover its reasonable costs and attorneys' fees in connection therewith.

26. NO WAIVER OF COVENANTS: Any waiver by either Party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This Lease contains all the agreements between the Parties; and there shall be no modification of the agreements contained herein except by written instrument.

27. LANDLORD'S CONSENT; TRANSFER: Whenever Landlord's consent or approval is required prior to any action under this Lease, in no event shall Landlord be liable in damages or otherwise for withholding its consent or approval unless Tenant proves the same to have been withheld maliciously or in bad faith. Landlord may freely transfer all or any part of its interest in the Building, the Land, or the area surrounding the Land, and Tenant agrees to cooperate with Landlord in making any modifications to the terms of this Lease that may be reasonably requested in connection with such transfer or in connection with any financing affecting the Building.

28. LIABILITY OF LANDLORD: The term "Landlord" as in this Lease shall mean only the owner of the Premises at the time in question. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved after the date of such transfer of all liability for Landlord's obligations to be performed thereafter. The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership. If Tenant shall obtain a money judgment against Landlord as a result of Landlord's failure to cure a default hereunder, such judgment shall be satisfied solely against Landlord's interest in the Land and Building and out of the rents or other income from the Building receivable by Landlord, or out of the consideration received by Landlord's right, title and interest in the Premises, but Landlord shall not be personally liable for any deficiency.

29. SURRENDER OF PREMISES: Tenant agrees, upon termination of this Lease, to remove all its personal property and removable trade fixtures from the Premises, to peacefully quit and surrender the Premises to Landlord without prior notice, to leave the Premises neat, clean, free of debris, and in the same condition as received, ordinary wear and tear excepted, and to deliver all keys to the Premises to Landlord. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Tenant. Except as otherwise provided in this Lease, Tenant shall leave the lighting, fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings, and plumbing on the Premises and in good operating condition.

30. HOLDING OVER/LIQUIDATED DAMAGES: There shall be no implied holdover tenancy, and Tenant shall vacate the Premises at termination of this Lease unless the Parties specifically agree otherwise in an amendment to this Lease. Tenant acknowledges that Tenant's occupancy after termination of this Lease may result in significant disruption of Landlord's plans for the Premises, including, without limitation, its ability to deliver the Premises to any successor tenant or user, and could result in significant increased costs for delay being imposed on Landlord. Accordingly, if Tenant holds over after termination of this Lease, Tenant

shall be a tenant at sufferance, subject to all of the terms of this Lease, except that rent shall be payable at the then existing rental rate for the first two (2) months of said occupancy and thereafter at a monthly rent equivalent to 125% of the then prevailing rent payable by tenant at the expiration of the Lease Term.

31. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both Parties hereto, except as hereinabove provided.

32. RECORDING: This Lease shall not be recorded.

33. TIME FOR PERFORMANCE: Time is of the essence with respect to the performance of each of the covenants and agreements of this Lease.

34. NOTICE: Any notice required to be given by either Party to the other shall be given by personal delivery or deposited in the United States mail, postage prepaid, addressed to the Parties as set forth below.

To Landlord: KING COUNTY HOUSING AUTHORITY
600 Andover Park West
Seattle, WA 98188-3326
Attn: President and CEO

To Tenant: KING COUNTY
FACILITIES MANAGEMENT DIVISION
Real Estate Services
401 Fifth Avenue, Floor 9
Seattle, Washington 98104

or at such other address as either Party may designate to the other in writing from time to time. Mailed notices shall be deemed effective upon actual receipt at the address required or on the third (3rd) business day following the date of deposit in the United States mail, whichever occurs first. Notwithstanding anything in Section 34 to the contrary, the Parties may also agree to give and receive notice by email or other electronic means, provided that if a Party disputes the delivery or receipt of an electronic notice, then that Party shall bear the evidentiary burden to prove that such notice was not delivered or received or both.

35. INCORPORATION OF PRIOR AGREEMENTS: Except as otherwise stated in this Lease, Tenant hereby acknowledges that no person has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Building, and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease.

36. CHOICE OF LAW; VENUE: Any and all claims relating to this Lease shall be governed by and construed in accordance with the substantive and procedural laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions. It is agreed that the venue of any legal action brought under the terms of this Lease shall be in King County, Washington.

37. NON-DISCRIMINATION: The Parties shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, sex, 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 the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Operator 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 the Lease and may result in ineligibility for further agreements with King County.

38. SEVERABILITY: Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

39. DISPUTES: The Parties agree to use their best efforts to resolve disputes regarding this Lease in an economic and time-efficient manner to advance the purposes of this Lease. In the event that a dispute arises between Landlord and Tenant, they shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Lease are not frustrated, and so that any design, planning, construction, or use of the Facility is not delayed or interrupted. Nothing in this Lease shall otherwise limit the Parties' legal, equitable, or other rights or remedies.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the Effective Date.

EXHIBITS

EXHIBIT A – LEGAL DESCRIPTION OF LAND

EXHIBIT B – THE PREMISES

EXHIBIT C – FORM OF ANNUAL RECONCILIATION STATEMENT

EXHIBIT D – BASIC CONDITIONS AND STANDARDS

EXHIBIT E – CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

Signatures on following page.

KING COUNTY HOUSING AUTHORITY, a
public body corporate and politic under WA law

By Lin Wei
Its So VP of Dev. & Asset Mgmt
Date: 6/30/25

I certify that I know or have satisfactory evidence that Tim Walter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Sr VP of Dev + Asset Mgmt of KCHA, a public body, its public body, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of June, 2025.

Kami Robinson

Notary Public
Print Name Kami Robinson
My commission expires 5.29.27





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KING COUNTY, a home-rule charter county and political subdivision of the State of Washington

Date: _____

By Kristin A. Relyea
Senior Deputy Prosecuting Attorney

Date: _____

Date: _____

COUNTY OF KING)

_____ of KING COUNTY, a home-rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

, 20

My commission expires

(Use this space for notarial stamp/seal)

EXHIBIT A

LEGAL DESCRIPTION OF LAND

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 750 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST MARGIN OF 132ND AVENUE SOUTHEAST ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 6344630.

THENCE SOUTH 01°05'44" WEST, 45.28 FEET ALONG SAID MARGIN OF 132ND AVENUE SOUTHEAST TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°02'32" WEST, 251.96 FEET;

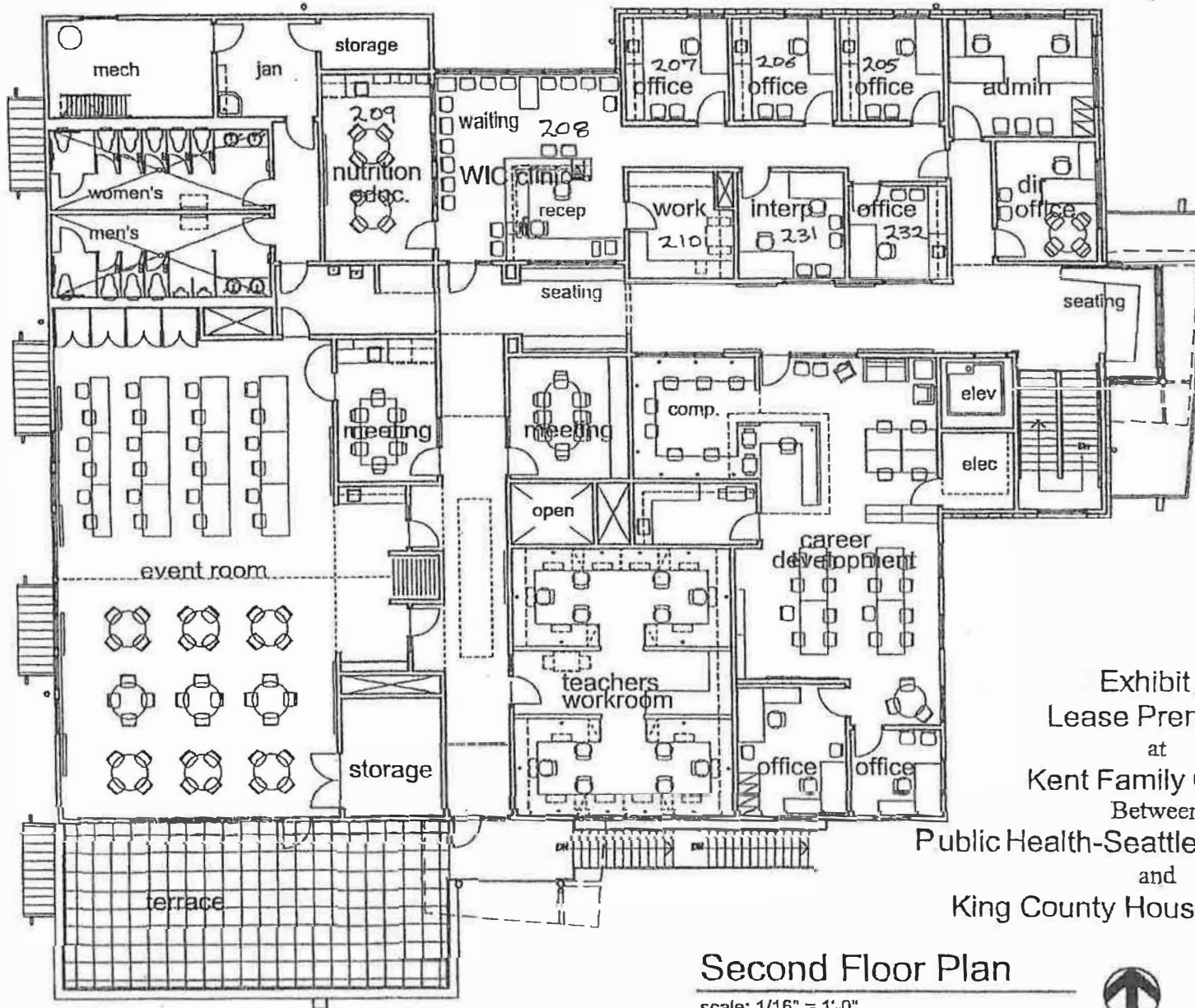
THENCE SOUTH 01°00'29" WEST, 156.21 FEET;

THENCE SOUTH 88°05'26" EAST, 94.79 FEET;

THENCE NORTH 84°16'27" EAST, 74.88 FEET;

THENCE SOUTH 88°46'44" EAST, 86.91 FEET TO THE WEST MARGIN OF 132ND AVENUE SOUTHEAST;

THENCE NORTH 01°05'44" EAST, 111.79 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING, KNOWN AS THE FAMILY CENTER.



DEPICTION OF PREMISES

EXHIBIT B

Exhibit B
Lease Premises
at
Kent Family Center
Between
Public Health-Seattle & King County
and
King County Housing Authority

Second Floor Plan

scale: 1/16" = 1'-0"



EXHIBIT C

FORM OF RECONCILIATION STATEMENT

KCHA - Kent Family Center Operating Expenses YE 2024

<u>Total of Each Category</u>	<u>2024 Total</u>
Legal & Audit Professional Services	\$1,047
Communications/Phones	\$1,639
Total Maintenance Materials Expense	\$84
Total Maintenance Contracts	\$112,374
Permits & Association Fees	\$358
Utilities	\$51,754
General Liability Insurance	\$132
Occupancy Expenses-Insurance-Property	\$7,674
General Liability & Property Insurance (Covered by KCHA)	(\$7,806)
	<u>\$167,256</u>

2024 Year End Reconciliation	Allocation	2024 Operating Expenses	2024 Annual Payment	Variance \$
PSESD annual pro rata share	78%	130,459.68	30,051.00	(100,408.68)
Neighborhood House annual pro rata share	10%	16,725.60	3,756.24	(12,969.36)
Public Health annual pro rata share	12%	20,070.72	4,788.00	(15,282.72)
		<u>167,256.00</u>	<u>38,595.24</u>	<u>(128,660.76)</u>

Note:

Propose a revised monthly payment for 2025. The amount based on 2024 year-end operating expenses.

EXHIBIT D

BASIC CONDITIONS AND STANDARDS

Tenant shall maintain the Premises in a reasonable state of cleanliness and repair which shall include, but are not limited to, the following:

A. Premises Housekeeping:

General –

- Walls: should be cleaned after heavy use, free of dirt, grease, holes, cobwebs, and fingerprints
- Floors: should be cleaned after heavy use, clear, dry and free of hazards
- Ceilings: should be free of hazards
- Windows: shall be intact and not nailed shut; proper locking devices shall be installed and in proper working condition. Shades or blinds should be intact.
- Doors: should be free of grease and fingerprints. Doorstops should be present. Exterior doors shall have properly working locks and be weather-tight.
- Heating units: access should be uncluttered.
- Fire Alarm/Safety systems (*i.e.*, smoke alarms, etc.): shall be kept in proper working order; replace batteries as necessary.
- Lighting: shall be maintained in proper working condition, light bulbs replaced as needed.
- Plumbing: shall be in good working order and free of leaks/drainage problems
- Structure should be sound and free of dry rot or other structural deficiencies caused by Tenant program operations.
- Entire unit shall be free of rodent or insect infestation.

Bathroom –

- Toilet and tank: shall be in proper working condition.
- Tub and shower: should be clean and free of mildew and mold. Where applicable, shower curtains should be in place and of adequate length to ensure water is not spilled from shower.
- Exhaust fan: should be working properly. Fan should be used to remove every instance of moisture (*i.e.*, steam and condensation).
- Sink: should be cleaned after heavy use. Shall be free of hazards and in proper working condition.

Storage Areas –

- Closets and other storage areas should be neat and clean. Areas shall be free of safety hazards. Items shall not be stored in or around hot water heater and furnace. Sufficient access to water and space heating equipment will be maintained to allow for necessary repairs and maintenance. Flammable and combustible items shall not be stored within the Premises.

B. Conservation Standards

- Tenant shall maintain a heating set point at the Premises of no greater than 69 degrees; and cooling set point no lower than 74 degrees. Heating and cooling will only be

operated when the Building is occupied. Thermostats should be programmed to set back to 59 degrees for heating, and 78 degrees for cooling, or turned to "off" when unoccupied. Buildings with heat pump heating/cooling systems shall follow the heating and cooling set point standards recommended by the installing engineer, specific to the type of system installed.

- If installing water fixtures, Tenant shall install WaterSense labeled water fixtures, including 1.0 gpm bathroom sink aerators, 1.5gpm kitchen sink aerators, and 1.75 gpm showerheads.
- Tenant shall not install an incandescent bulb unless an incandescent bulb was already present. Compact fluorescent, fluorescent pin lamps or fluorescent linear (tube) lamps shall be installed where found. Tenant shall turn off lights in unoccupied areas. All fluorescent or mercury-containing lamps shall be recycled, per King County law.
- Windows shall be closed whenever the heating or cooling system is in operation.
- Tenant shall keep doors closed when heating or cooling system is in operation.
- If recycling or composting is available on-site, Tenant shall recycle and compost. Tenant may seek out recycling education assistance for staff and clients from the KCHA Resource Conservation Program by contacting Resource Conservation Manager through the KCHA Housing Management office.
- Computers shall be set to hibernate after 20 minutes of inactivity. Computers and computer monitors shall be turned off at night. EnergyStar rated equipment such as printers and copiers shall be used in the Premises (unless an EnergyStar version is unavailable).

EXHIBIT E

CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER



King County

Facilities Management Division

W. Drew Zimmerman, Acting Division Director

Department of Executive Services

401 Fifth Avenue, Room 930

Seattle, WA 98104

Phone: (206) 477-9352

Fax: (206) 205-5070

CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

LANDLORD: _____
TENANT: KING COUNTY
LOCATION: _____
DATE: _____

This Confirmation of Lease Commencement Date Letter is in connection with the Lease Agreement dated () between (), ("Landlord") and King County, a home rule charter county and political subdivision of the State of Washington, ("Tenant").

In accordance with the terms of the Lease, the Parties wish to confirm the following:

Lease Commencement Date: ()
Lease Expiration Date: ()
Lease Term: ()

Lease Months	Dates	Monthly Rent

Base Rent:

ACKNOWLEDGEMENTS:

LANDLORD

TENANT

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____