



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 10, 2002

Ordinance 14535

Proposed No. 2002-0586.2

Sponsors Edmonds and Hague

1 AN ORDINANCE authorizing the executive to enter into
2 agreements relating to the West Hill community recreation
3 center, including a lease and assignment agreement; and
4 declaring an emergency.
5
6

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. Findings:

9 A. King County is facing a multiyear fiscal crisis that is forcing major cuts in all
10 non-mandated government services funded by the current expense fund and as a result
11 does not have a sufficient, stable source of revenue to continue to operate and maintain
12 the West Hill community recreation center ("West Hill") and West Hill is surplus to the
13 county's needs.

14 B. Due to its fiscal crisis, King County is going out of the business of operating
15 community centers.

16 C. West Hill is located on property owned by the Renton school district and
17 leased to the county under that certain Lease and Joint Use Agreement for West Hill

18 Community Recreation Center executed on January 22, 1998 ("lease and joint use
19 agreement"), Exhibit A to Attachment C.

20 D. King County and the Boys and Girls Clubs of King County have agreed to
21 terms of a lease with respect to West Hill. The terms of the lease are set forth in
22 Attachment A, the Lease Agreement, and Attachment B, King County General Terms
23 and Conditions (collectively, "lease").

24 E. The county, the Renton school district and the Boys and Girls Clubs of King
25 County have also agreed to the terms of an assignment of the lease and joint use
26 agreement. The terms of the assignment are in the Tri-Party Agreement for the
27 Assignment of Lease and Joint Use Agreement for West Hill Community Recreation
28 Center ("tri-party agreement"), Attachment C to this ordinance.

29 F. To avoid any service disruption at West Hill, the county, the Renton school
30 district and the Boys and Girls Clubs of King County must have the lease and tri-party
31 agreement become effective on or before December 31, 2002. For that to occur, this
32 ordinance must be adopted on an emergency basis.

33 G. The recitals in the lease and tri-party agreement set forth relevant facts
34 supporting and explaining the terms of the lease and tri-party agreement.

35 H. The equipment and supplies being leased along with West Hill are integral to
36 the continued operation and maintenance of West Hill and are surplus to the county's
37 needs.

38 I. The long-term lease of West Hill under the terms and conditions of the attached
39 lease and tri-party agreement will serve an important county purpose by ensuring that the
40 county is relieved of its obligations under the lease and joint use agreement and that West

41 Hill will remain open and that needed services will continue to be provided to low-
42 income youth and county residents.

43 SECTION 2. The King County executive is hereby authorized to enter into a
44 lease and the tri-party agreement with respect to West Hill, substantially in the form of
45 the attached lease and tri-party agreement.

46 SECTION 3. For the reasons set forth in section 1 of this ordinance, the county
47 council finds as a fact and declares that an emergency exists and that this ordinance is

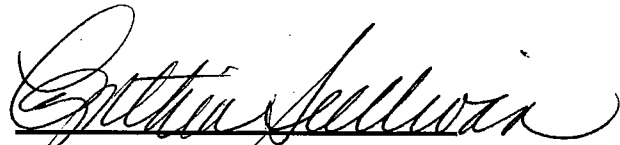
Ordinance 14535

48 necessary for the immediate preservation of public peace, health or safety or for the
49 support of county government and its existing public institutions.
50

Ordinance 14535 was introduced on 12/2/2002 and passed by the Metropolitan King
County Council on 12/9/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Gossett, Ms. Hague,
Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Mr. Pullen

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 12 day of December 2002.


Ron Sims, County Executive

RECEIVED
2002 DEC 12 AM 9:56
KING COUNTY COUNCIL

Attachments

A. Lease Agreement, dated December 5, 2002, B. King County General Terms and
Conditions, C. Tri-Party Agreement for the Assignment of Lease and Joint Use
Agreement for West Hill Community Recreation Center

LEASE AGREEMENT

This Lease is made and entered into this ____ day of _____, 2002 by and between King County, a political subdivision of the State of Washington, and the Boys and Girls Club of King County, a Washington nonprofit corporation, herein called "Lessee."

Whereas, the County owns and operates a facility commonly known as the West Hill Community Recreation Center ("West Hill"); and

Whereas, the County leases the real property upon which West Hill was constructed from the Renton School District ("School District") pursuant to the "Lease and Joint Use Agreement for West Hill Community Recreation Center;" (hereinafter "School District Lease"); and

Whereas, important recreational programs and services are provided to the public and Dimmitt Middle School students at West Hill; and

Whereas, due to unprecedented County budget shortfalls, programs funded from the County's general fund, including but not limited to the County's park and recreation system, face significant cutbacks or elimination; and

Whereas, due to a lack of funding, the County is going out of the business of operating community centers including West Hill; and

Whereas, Lessee is non-profit agency with a strong record of providing services and programming to low income youth in King County; and

Whereas, Lessee shall provide important services to low income youth at West Hill; and

Whereas, Lessee has agreed to assume the County's obligations under the School District Lease pursuant to an assignment agreement to be executed prior to or at the time of the execution of this Lease; and

Whereas, it is in the County's and public's interest for Lessee to be allowed to lease West Hill and provide services for low income youth in the facility; and

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. PREMISES. King County hereby leases to Lessee, upon the following terms and conditions, the improvements known as the West Hill Community Recreation Center, located at 12400 80th Ave S, Seattle consisting of approximately _____ square feet, and described on the attached Exhibit A which is incorporated herein by this reference. Said Premises is hereinafter referred to as the "Premises".
2. TERM. The term of this Lease shall be fifteen years, and shall begin on the ___ day of _____ 2003, and end on the ___ day of _____ 2018. The Parties may agree to extend the Lease Term for a maximum period of five years by executing a written amendment hereto.
3. SCHOOL DISTRICT LEASE. The effectiveness of this Lease is contingent upon the execution of an Assignment Agreement between King County, Lessee and the School District to assign the County's rights and obligations under the School District Lease to Lessee. Lessee shall fully comply with School District Lease and Assignment Agreement. Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense, which is caused by, arises out of, or is incidental to Lessee's breach or violation of the terms of the Assignment Agreement or School District Lease.

This Lease shall terminate upon the expiration or termination of the Assignment Agreement or the School District Lease.

In the event the School District Lease is terminated pursuant to Section 3(f)(i) thereof and the School District purchases West Hill for fair market value, the County shall pay to Lessee a portion of that fair market value attributable to capital improvements made to West Hill by Lessee less an appropriate value reduction in recognition that Lessee only holds a leasehold interest in said improvements.

4. RENT. Subject to the Rent Credit provisions set forth herein, Lessee shall pay to King County a total annual Rent of \$69,480.00. Rent is payable on or before January 1 of each and every year for the preceding year's occupancy of the Premises. Rent for any period of less than one year shall be pro-rated based upon the number of days in said period.

Said rental is exclusive of any other sale, franchise, business or occupation, or other applicable taxes. Should any such taxes apply during the life of this lease the rent shall be increased by such amount. The Rent Credit Provisions of this Lease shall not apply to any such taxes.

It is recognized that Section 2 of the General Terms and Conditions of this lease allows King County to readjust the rent effective with each 3 year anniversary and provides that Fair Market Value shall be the basis for the rent. It is agreed that for the

purposes of determining future Fair Market Value, King County shall utilize a methodology similar to the methodology utilized to establish the initial Rent.

5. RENT CREDIT.

5.1 Rent otherwise due the County shall be reduced by an amount equal to the total of the following Rent Credits accrued by Lessee during the preceding calendar year:

- (i) Net costs (costs less income derived from the Premises) for assuming the County's obligations under the School District Lease to provide services to Dimmit Middle School students and pay for various maintenance costs owed to the School District under the School District Lease.
- (ii) Value of scholarships and fee waivers provided to low-income youth, and the value of the sponsorship of programs and events on the Premises for developmentally disabled or challenged athletes.

In no event, however, shall such Rent Credits reduce Lessee's annual Rent to less than \$1,200.00.

5.2 A Rent Statement shall be provided to the County with Lessee's annual Rent. The Rent Statement shall set forth the amount of Rent due the County, the value of the Rent Credit claimed by Lessee, the basis therefor and relevant supporting documents to verify the calculation. Lessee shall keep accurate records and accounts of all matters upon the basis of which the Rent Credit is calculated and such accounts and records shall be subject to inspection and copying by the County upon 48 hours written notice to Lessee.

6. LEASEHOLD EXCISE TAX. Lessee shall pay any leasehold excise tax due pursuant to R.C.W. 84.29A to the County on or by December 31 of each year. If the State of Washington changes the leasehold excise tax or if King County imposes this tax, the tax payable by Lessee shall be correspondingly changed. If Lessee provides the County with proof of exemption from the Washington State Department of Revenue, then Lessee shall not be required to pay the leasehold excise tax. The leasehold excise tax shall not be subject to the Rent Credit provisions of this Lease.

7. USE. Lessee shall use said premises for the following purposes and no others without prior written consent of King County:

Lessee will offer a full range of after-school programs for youth with an emphasis on low income youth and youth development. Programs will include educational enhancement, technology training, drop-in, games room, sports leagues, entrepreneurship

training and late night programs. Summer and school day camps will also be offered. For a nominal annual fee, members will have access to a full range of free programs. Scholarships will be provided to low-income families. To the extent feasible and practicable, Lessee shall endeavor to provide programs in excess of programming formerly provided by the Lessor and to make the facility available to other groups and members of the public.

No other uses, activities or operations shall be conducted by the Lessee from the leased Premises without first obtaining the prior written consent of King County.

Lessee shall keep the Premises open and use the entire Premises regularly and in a businesslike and responsible manner during the entire term of this Lease, with the exception of temporary closures for such period as may reasonable be necessary for repairs or redecoration or for reasons beyond the Lessee's control.

8. GENERAL TERMS AND CONDITIONS. Attached hereto as Exhibit B and incorporated herein by reference are the General Terms and Conditions. In the event of any conflict or inconsistency between the terms of this Lease and the King County General Terms and Conditions, the terms of this Lease shall control.
9. ENTIRE AGREEMENT - AMENDMENTS. This printed Lease together with the attached General Terms and Conditions, all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. Except as otherwise provided herein, no modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
10. NOTICES. Required notices except legal notices shall be given in writing to the following respective address:

To King County: Director, Parks Division
 Department of Natural Resources and Parks
 KSC-NR-0700
 201 South Jackson Street
 Seattle, WA 98104

To Lessee: Boys & Girls Club of King County
 603 Stewart Street, #300
 Seattle, WA 98101
 Attn: Chief Executive Officer

or to such other respective addresses as either party hereto may hereafter from time to time designated in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the _____ day of _____, 2002.

LESSEE:
BOYS AND GIRLS CLUB OF
KING COUNTY,
a Washington nonprofit corporation

LESSOR:
KING COUNTY, a Political
Subdivision of the State of WA

BY: _____

BY: _____

DATE: _____

DATE: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, a _____ corporation, who 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 on oath stated that said person was authorized to execute the said instrument for _____.

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

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Manager, King County Property Services Division, and who executed the foregoing instrument and acknowledged to me that said person signed the same pursuant to a delegation of authority from King County Executive Ron Sims as the free and voluntary act and deed of King County, for the uses and purposes therein mentioned.

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

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

Exhibit A
Description of Premises, Including Personal Property

THE IMPROVEMENTS KNOWN AS THE WEST HILL COMMUNITY RECREATION CENTER LOCATED ON A PORTION OF THE FOLLOWING PARCELS OF LAND:

LOTS 1 THROUGH 17, BLOCK 58, LOTS 24 THROUGH 40, BLOCK 58, AND LOTS 1 THROUGH 40, BLOCK 59, BRYN MAWR ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

AND

THE NORTH 100 FEET OF THE WEST 300 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12; TOWNSHIP 23 NORTH, RANGE 4 EAST, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

AND

TOGETHER WITH VACATED SOUTH 124TH STREET AND SOUTH 123RD PLACE ADJOINING AS WOULD ATTACH BY OPERATION OF LAW;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF 80TH AVENUE S. AT ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S 87°39'48" E ALONG SAID SOUTH LINE 141.44 FEET; THENCE N 2°20'12" E; 26.18 FEET; THENCE S 89°10'14" E 73.48 FEET; THENCE N 0°36'31" E 141.76 FEET; THENCE N 89°23'29" W 141.76 FEET; THENCE S 0°36'31" W 18.40 FEET TO POINT OF TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.39 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°02'32" AN ARC DISTANCE OF 89.78 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 54.09 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°49'37" AN ARC DISTANCE OF 29.10 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF SAID 80TH AVENUE S.: THENCE S 1°04'42" W 61.23 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.65 ACRES.

Exhibit A (cont'd) Personal Property

Item	Qty
Sofa Armchair	4
Small Sofa	2
Computer carts	2
Trophy cases	2
Foosball Table	1
Pool table	1
Air Hockey Table	1
Magazine Holder	1
Sectional Sofa/Chairs	12 sect
Stools	6
End tables	2
Stove	1
Dish Washer	1
Refrigerator	1
Ping pong table	1
File cabinet – 3 drawer	6
Desk	2
File cabinet – 5 drawer	1
Round table & 4 chairs	1
Rectangular Tables	10
Folding Chairs	60
Dishes, silverware	

Exhibit B
General Terms

KING COUNTY GENERAL TERMS AND CONDITIONS

1. LATE PAYMENT, TAXES, LICENSES, FEES AND ASSESSMENTS.
 - A. LATE PAYMENTS. There will be a late collection charge of FIFTY DOLLARS (\$50.00) or the maximum rate permitted by law, plus one and a half percent (1 1/2%) per month interest for any delinquent rental not delivered to King County by due date.
 - B. LEASEHOLD TAX. A Leasehold Excise Tax is levied pursuant to the Revised Code of Washington (R.C.W.) Chapter 82.29A. The Lessee agrees to pay this tax to King County unless Lessee provides the County with proof of exemption from the Washington State Department of Revenue. If the State of Washington changes the Leasehold Excise Tax or if King County receives authorization to levy this tax, the tax payable shall be correspondingly changed.
 - C. LICENSE, TAXES AND FEES. Lessee shall pay throughout the term of this Lease all applicable taxes and all license and excise and other applicable fees to which the Lessee, Lease, Rent, Premises or activities of the Lessee may be come subject.
 - D. OTHER CONSIDERATION. Except as otherwise provided herein, no offset, reduction, or credit toward rent shall be allowed unless it is in writing and signed by the Manager of the Property Services Division of King County.

2. RENT ADJUSTMENT. To ensure a fair rent based upon the fair market value of the Premises, King County may adjust the rent to the then current fair market rental value every three (3) years, the first adjustment to occur three (3) years after the beginning of the term of this lease.
 - A. FAIR MARKET RENTAL VALUE DEFINED. For all purposes required under this lease, "Fair Market Rental Value" is defined as: An amount in the competitive market that a well-informed and willing Lessor, who desires but is not required to lease, would accept, and which a well-informed and willing Lessee, who desires but is not required to lease, would pay for the use of the Premises, after due consideration of all the elements reasonably affecting value.
 - B. NOTICE OF RENTAL ADJUSTMENT. When it elects to adjust the rent, King County will give Lessee written notice of the adjusted rent 30 days prior to the effective date of any such adjustment Within thirty (30) days following receipt of notice from King County, Lessee will give King County written notice of its acceptance or rejection of the adjusted rent. If Lessee does not notify King County within the thirty (30) day period, the rent as adjusted by King County will become the rent.
 - C. ARBITRATION. If Lessee and King County cannot agree upon the rent adjustment, the rent for the period will be adjusted by arbitration. Lessee and King County will select one arbitrator each, and the two selected arbitrators will select a third. If the two arbitrators

have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either Lessee or King County will apply to the presiding Judge of the Superior Court in King County for the appointment of a third arbitrator. Each arbitrator will be a member of the American Institute of Real Estate Appraisers, or of the Society of Real Estate Appraisers, or of some equivalent body. If in the future, a licensing requirement for real estate appraisers is imposed by any legislative body, each arbitrator shall be licensed. The three arbitrators will determine the Fair Market Rental Value for the Premises; but the arbitrators may not reduce the rent below the sum fixed for the last preceding period. The decision of a majority of the arbitrators will bind both Lessee and King County. As the conclusion of the arbitration, the arbitrators will submit written reports to Lessee and King County, which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

- D. COST OF ARBITRATION. The cost of the arbitration will be divided equally between Lessee and King County.
- E. RENT PENDING ADJUSTMENT. In the event resolution of the rental adjustment is not completed prior to the commencement of the term being considered, Lessee shall, pending resolution of such rental adjustment, continue to pay King County the rental then in effect; and King County, at its option, may elect to require that interest in the amount of twelve (12%) per annum be payable on any sum due as a result of a retroactive rental increase determined under the terms of this lease.
3. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The Lessee specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from King County, and further agrees that King County does not waive this section by giving notice of demand for compliance in any instance.
4. UTILITIES. Lessee shall timely pay for all costs, expenses, fees, services, and charges of all kinds for heat, light, water, gas, and telephone, and for all other utilities used on said Premises so that the same shall not become a lien against the leased Premises.
5. IMPROVEMENTS AND ALTERATIONS.
- A. Lessee shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from King County. The alterations and improvements listed on Exhibit A hereto have been approved by King County prior to or concurrent with the execution of the Lease.
- B. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall, upon expiration or earlier termination of this Lease, belong to King County without compensation to the Lessee; however, King County shall have the option,

to be exercised on expiration or earlier termination of the Lease, to require the Lessee, at Lessee's expense, to remove any or all such improvements or alterations.

6. CONDITION OF PREMISES. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF KING COUNTY TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OR REPAIR OF THE PREMISES.
7. CONSTRUCTION DEFECTS. King County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.
8. MAINTENANCE.
 - A. Lessee shall throughout the term of this Lease without cost or expense to King County, keep and maintain the leased Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, as a high quality community recreation center and in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).
 - B. If, after thirty (30) days' notice from King County, Lessee fails to maintain or repair any part of the leased Premises or any improvement, landscaping, fixtures or equipment thereon, King County may, but shall not be obligated to, enter upon the leased Premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to King County upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable as additional rent on the next rent payment date due following the written demand and will bear interest at the maximum rate allowed by Washington State Law.
9. INDEMNITY AND HOLD HARMLESS. The Lessee agrees to indemnify and hold King County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease Agreement, except to the extent of Lessor's sole negligence. The Lessee's obligations under this section shall include:
 - A. The duty to promptly accept tender of defense and provide defense to the County at the Lessee's own expense;
 - B. Indemnification of claims made by the Lessee's own employees or agents; and,

- C. Waiver of the Lessee's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Lessee.

In the event it is determined that R.C.W. 4.24.115 applies to this Lease Agreement, the Lessee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Lessee's negligence. Lessee agrees to defend, indemnify, and hold harmless the County for claims by Lessee's employees and agrees to waiver of its immunity under Title 51 R.C.W., which waiver has been mutually negotiated by the parties.

King County hereby agrees to defend, indemnify and hold Lessee harmless from and against liability to third parties for any claims, damages, demands, suits and judgments, including reasonable attorneys fees, arising from any latent structural or other design defect of the Premises that could not be reasonably discovered by Lessee.

10. FIRE INSURANCE AND CASUALTY.

- A. The Lessee will carry fire and extended coverage insurance with rent interruption endorsement in an amount equal to the full insurable value of all improvements, structures, and buildings located on the premises. The policy shall include King County as an insured for its interest in the property. A certificate of insurance must be provided to King County. King County will not carry insurance on Lessee's property.
- B. In the event of the total or partial destruction of the building, structures, or facilities currently on the Premises or subsequently constructed by the Lessee, the Lessee shall have the obligation to reconstruct such facilities to the condition in which they existed at the inception of the Lease within six (6) months after their destruction, provided that such obligation shall be limited to the extent the costs of such reconstruction are covered by the insurance proceeds available to Lessee or with the insurance proceeds that would have been available to Lessee had Lessee maintained the insurance required hereunder.

11. INSURANCE REQUIREMENTS. By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this lease, by the Lessee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee.

For all coverages: Each insurance policy shall be written on an "Occurrence" form.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY.

B. MINIMUM LIMITS OF INSURANCE. The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by King County. The deductible and or self-insured retention of the policies shall not limit or apply to the Lessee's liability to the County and shall be the sole responsibility of the Lessee.

D. OTHER INSURANCE PROVISIONS. The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:

General Liability Policy:

1. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.
2. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way.
3. The Lessee's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurer's liability.

All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior notice - return receipt requested, has been given to the County.

- E. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VIII.

If at any time, of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Lessee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements for approval.

- F. VERIFICATION OF COVERAGE. Lessee shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Lease. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

12. MUTUAL RELEASE AND WAIVER. To the extent a loss is covered by insurance in force, King County and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided that this Agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of King County or the Lessee.
13. SURRENDER OF PREMISES. At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to King County, and shall deliver to King County all keys that it may have to any and all parts of the Premises.
14. DEFAULT AND RE-ENTRY. If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then King County may cancel this Lease upon giving the notice required by law and re-enter said Premises using such force as may be required. Notwithstanding such re-entry by King County, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to King County any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than agreed to herein. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by King County. In the event it becomes reasonably necessary to make any changes, alterations, or additions to the Premises or any part thereof for the purpose of reletting said Premises or any part thereof, Lessee shall also be responsible for such cost.

Notwithstanding the default provisions above, King County agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to

pay money, King County has given Lessee written notice of the default and Lessee has failed to cure the default within ten (10) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay money, holder has given Lessee at least thirty (15) days notice of such default and Lessee has failed to cure the default within such thirty (15) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect persons or property from imminent harm, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such fifteen day period shall be deemed extended, to a maximum of ninety (30) days from the date of the original default, if Lessee advises holder of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

15. ASSURANCE OF PERFORMANCE. In the event a default in the performance of any obligation under this Lease which remains uncured for more than ten (10) days after demand, King County may request and the Lessee shall provide adequate assurance of the future performance of all obligations under this Lease. The adequacy of any assurance shall be determined according to commercially reasonable standards for Lessors of real property in the County of King, State of Washington. Adequate assurance shall include, but not be limited to, a deposit in escrow, a guarantee by a third party acceptable to King County, a surety bond, or a letter of credit. Lessee's failure to provide adequate assurance within twenty (20) days of receipt of a request shall constitute a material breach and King County may in its discretion terminate this Lease.
16. ADVANCES BY KING COUNTY FOR LESSEE. If Lessee fails to pay any fees or perform any of its obligations under this Lease other than payment of rent, King County will mail notice to Lessee of its failure to pay or perform. Twenty (20) days after mailing notice, if Lessee's obligation remains unpaid or unperformed, King County may pay or perform these obligations at Lessee's expense. Upon written notification to Lessee of any costs incurred by King County under this paragraph, Lessee will reimburse King County within twenty (20) days.
17. NON-WAIVER. It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.
18. SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of King County. If Lessee violates this provision, King County may remove the sign without any liability and may charge the expense incurred by such removal to the Lessee provided, however, King County shall give Lessee written notice of Lessee's violation of this provision and Lessee shall have forty-eight (48) hours after receiving said notice to comply with the terms of this provision. All signs erected or installed by Lessee shall be subject to any federal, state or local statutes, ordinances or regulations applicable to signs. King County hereby reserves all naming rights to the Premises.
19. INSPECTION AND "FOR RENT" SIGNS. King County reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that King County shall not interfere unduly with Lessee's operations. The right of inspection reserved to

King County hereunder shall impose no obligation on King County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon King County for failure to make such inspections. King County shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for thirty (30) days prior to the expiration or sooner termination of this Lease.

20. LIENS. It is understood and agreed that this Lease is executed and delivered upon the express condition that the Lessee will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of King County in the Premises, and King County hereby denies to Lessee any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of King County in the Premises to any lien, claim, or demand whatsoever. Nothing in this paragraph 20 shall prevent Lessee from contracting for labor, materials or other services that have the potential to ripen into a lien on the Lessee's leasehold estate under RCW § 60.04.051; Provided, however, Lessee shall immediately take all actions necessary to remove any such levy, lien, or encumbrance.
21. ASSIGNMENT OR SUBLEASE. Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.
22. CONDEMNATION.
 - A. King County and Lessee will immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation or intent of any authority to exercise the power of eminent domain.
 - B. If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, this Lease terminates as of the date condemner takes possession, and Lessee will have no claim or interest in or to any award of just compensation.
 - C. If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Lease, King County or Lessee may choose to terminate this Lease as of the date the condemner takes possession. Lessee will have no claim or interest in or to any award of just compensation or damages.
 - C. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the leasehold and, consequently, would cause the Premises to be untenable for the use by Lessee for the purposes set forth in the section of this Lease titled "Use," then, at Lessee's determination, King County or Lessee may choose to terminate this Lease. If King County or Lessee elect to terminate the Lease, the Lease

will terminate the date the condemner takes possession and Lessee will have no claim or interest in or to any award of just. If neither King County nor Lessee elects to terminate this Lease, the Lease will continue in full force.

E. It is understood and agreed that Lessee shall not be party to any negotiation or proceedings at law wherein King County claims compensation other than that which is defined statutorily as constituting "just compensation."

23. ANTI-DISCRIMINATION. In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964, King County Code 12.16.020, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the lease by the County, and may result in ineligibility for further County agreements. The Lessee will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.
24. HEIRS, AGENTS, AND ASSIGNS. Without limiting any provisions of this Lease pertaining to assignment and subletting, the provisions of this Lease bind the heirs, successors, agents and assigns of any of the parties to this Lease.
25. CAPTIONS. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
26. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.
27. CUMULATIVE REMEDIES. No provision of this Lease precludes King County from pursuing any other remedies for Lessee's failure to perform his obligations.
28. ATTORNEY'S FEES/COLLECTION CHARGES. In the event legal action is brought by either party to enforce any of the terms, conditions, or provisions of this Lease, the prevailing party shall recover against the other party in addition to the costs allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee. In addition to all other charges, Lessee shall pay a charge of \$150.00 to King County for preparation of a demand for delinquent rent or a notice of default.

29. HOLDING OVER. If the Lessee holds over after the expiration or earlier termination of the term hereof without the express written consent of King County, Lessee shall become a tenant at sufferance only at a rental rate equal to one hundred-fifty percent (150%) of the rent in effect upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants, and conditions herein specified so far as applicable, except that no Rent Credit shall be applicable towards such rent. Acceptance by King County of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor affect King County's right of re-entry or any rights of King County hereunder or as otherwise provided by law. If Lessee fails to surrender the Premises upon the expiration of this Lease despite demand to do so by King County, Lessee shall indemnify and hold King County harmless from all loss or liability including, without limitation, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender and together with interest, attorney's fees, and costs.

30. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.

A. DEFINITION. "Hazardous Materials" as used herein shall mean:

1. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances; or
2. Any dangerous waste or hazardous waste as defined in:
 - a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or
 - b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
3. Any hazardous substance as defined in:
 - a. Comprehensive Environmental Response, Compensation and Liability Act of 1980 as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or
 - b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
4. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

B. Lessee shall not without first obtaining King County's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, or dispose of any Hazardous

Materials in, on, or about the Premises, or transport any Hazardous Material to or from the Premises. In the event, and only in the event, King County approves any of the foregoing, Lessee agrees that such activity shall occur safely and in compliance with all applicable federal, state, and local laws, ordinances and regulations.

C. ENVIRONMENTAL COMPLIANCE.

1. Lessee shall, at Lessee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting the Premises, Lessee's business, or any activity or condition on or about the Premises, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws, ordinances and regulations, and any other laws relating to the improvements on the Premises, soil and groundwater, storm water discharges, or the air in and around the Premises, as well as such rules as may be formulated by King County ("the Laws"). Lessee warrants that its business and all activities to be conducted or performed in, on, or about the Premises shall comply with all of the Laws. Lessee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the lease to comply with the Laws.
2. Lessee shall not cause or permit to occur any violation of the Laws on, under, or about the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions.
3. Lessee shall promptly provide all information regarding any activity of Lessee related to Hazardous Materials on or about the Premises that is requested by King County. If Lessee fails to fulfill any duty imposed under this paragraph within a reasonable time, King County may do so; and in such case, Lessee shall cooperate with King County in order to prepare all documents King County deems necessary or appropriate to determine the applicability of the Laws to the Premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon King County's request. No such action by King County and no attempt made by King County to mitigate damages shall constitute a waiver of any of Lessee's obligations under this paragraph.
4. Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.
5. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Lease at or from the Premises and that is not the result of the acts or omissions of King County, or which arises at any time from Lessee's use of occupancy of the Premises, then

Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all such cleanup plans. Any such plans and cleanup are subject to King County's prior written approval.

D. INDEMNIFICATION.

1. Lessee shall be fully and completely liable to King County for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any Authority with respect to Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the Premises, common area, or buildings. Lessee shall indemnify, defend, and save King County harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon King County (as well as King County's attorney's fees and costs) by any Authority as a result of Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials, or from Lessee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws.
2. Lessee shall indemnify and hold King County harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees, for bodily injury or death, property damage, loss, or costs caused by or arising from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by Lessee or any of its agents, representatives or employees in, on, or about the Premises occurring during the term of the this Lease.
3. King County shall indemnify and hold Lessee harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees, arising from third party actions brought against Lessee that are caused by or arise from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by King County or any of its agents, representatives or employees in, on, or about the Premises.

E. REPORTING REQUIREMENTS. Lessee shall comply with the Laws requiring the submission, reporting, or filing of information concerning Hazardous Materials with the Authorities, and shall provide to King County a full copy of any such filing or report as submitted within 15 days of such submission.

F. RIGHT TO CHECK ON LESSEE'S ENVIRONMENTAL COMPLIANCE. King County expressly reserves the right, and Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as King County, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

G. REMEDIES. Upon Lessee's default under this Section 30 HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE, King County shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the County:

1. At King County's option, to terminate this Lease immediately, notwithstanding the notice and cure provisions of paragraph 14 above; and/or,
2. At King County's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other areas of King County property affected by Lessee's default into compliance with the Laws and to recover from Lessee all of the County's costs in connection therewith; and/or
3. To recover from Lessee any and all damages associated with the default, including but not limited to, response, remediation and cleanup costs and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other adjacent areas of King County property, loss of business and sales by King County and other King County lessees, diminution of value of the Premises and/or other adjacent areas owned by King County, the loss of or restriction of useful space in the Premises and/or other adjacent areas owned by King County, any and all damages and claims asserted by third parties, and King County's attorney's fees and costs.

H. REMEDICATION ON TERMINATION OF LEASE. Upon the expiration or earlier termination of this Lease, Lessee shall remove, remediate or clean up any Hazardous Materials on or emanating from the Premises, provided that the presence of such Hazardous Materials arises from Lessee's use or occupancy of the Premises or Lessee's acts or omissions exacerbate the cost of remediation and Lessee shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to King County's prior written approval. If Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, King County may elect to perform such Termination Cleanup after providing Lessee with written notice of the County's intent to commence Termination Cleanup, and after providing Lessee a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless King County is given notice by a government agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time, in which case King County shall give Lessee notice of such shorter time), to commence or resume the Termination Cleanup process. If King County performs such Termination Cleanup after said notice and Lessee's failure to perform same, Lessee shall pay all of King County's costs.

I. SURVIVAL. Lessee's obligations and liabilities under this Section 30, HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE, shall survive the expiration of this Lease.

31. SEVERABILITY. If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

END OF GENERAL TERMS AND CONDITIONS

14535

Attachment 1 C

2002 586

**TRI-PARTY AGREEMENT FOR THE ASSIGNMENT OF LEASE AND JOINT
USE AGREEMENT FOR WEST HILL COMMUNITY RECREATION CENTER**

THIS TRI-PARTY AGREEMENT FOR THE ASSIGNMENT OF LEASE AND JOINT USE AGREEMENT ("Assignment") is entered into this ____ day of _____, 2002, by and between KING COUNTY, a political subdivision of the State of Washington (the "County") and THE BOYS AND GIRLS CLUB OF KING COUNTY, a Washington nonprofit corporation (the "Club") and THE RENTON SCHOOL DISTRICT NO. 403, a Washington municipal corporation (the "District") (collectively, the "Parties").

WHEREAS, the County and the District entered into that certain Lease and Joint Use Agreement for West Hill Community Recreation Center (the "CRC") on January 22, 1998, a copy of which is attached to this Assignment as Exhibit A and incorporated herein by this reference (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement provides for the lease of real property, more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Property"), from the District to the County for the purpose of siting and operating a community recreation center at the Dimmitt Middle School site ("Dimmitt"); and

WHEREAS, the Agreement also provides for the joint use of the CRC and other portions of the Dimmitt site related to the CRC (the "Dimmitt Facilities"); and

WHEREAS, the County has fully completed the project design and construction as described in Section 2 of the Agreement; and

WHEREAS, the County intends to lease the CRC improvements to the Club pursuant to a lease agreement between the County and the Club (the "CRC Lease Agreement"); and

WHEREAS, the County desires to assign its interest and obligations under the Agreement to the Club and the Club desires to assume such interest and obligations; and

WHEREAS, Section 14 of the Agreement provides for assignment of a party's rights or responsibilities subject to the written authorization of the other party; and

WHEREAS, the District is not opposed to such assignment, provided that the Parties agree to certain amendments to the Agreement as set forth herein.

14535

NOW THEREFORE, in consideration of the mutual promises made in this Assignment and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment. The County hereby assigns, transfers and conveys to the Club all of the County's right, title, and interest in and to the Agreement, and the Club agrees to perform all of the County's obligations thereunder, including, without limitation: (a) payment of all maintenance and operation expenses due to the District pursuant to the Agreement attributable to periods from and after the date of this Assignment; (b) payment of all other expenses due to the District under the Agreement attributable to periods from and after the date of this Assignment; (c) liability for all damages and other amounts payable to the District in the event of termination of the Agreement pursuant thereto or by operation of law or otherwise; and (d) responsibility for all staffing and security obligations required under the Agreement; except as any interest or obligation may be specifically amended by this Assignment. The assignment from the County to the Club shall not include the County's continuing obligations to the District as specified in Sections 4 and 5 this Assignment and does not include those obligations in Section 2 of the Agreement that have been fully performed as of the date of this Assignment.

2. Assumption. The Club hereby accepts and assumes all of the County's right, title and interest in and to, and agrees to perform all of the County's obligations under, the Agreement arising from and after the date of this Assignment except as expressly provided for herein. This Assignment shall not be construed to impose, and the Club expressly disavows, any liability for any failure to perform or comply with any terms, covenants or conditions of the Agreement, or for any obligations thereunder, which shall have arisen prior to the date of this Assignment.

3. Acceptance. The District hereby approves and accepts the assignment of the Agreement from the County to the Club pursuant to the terms contained in this Assignment.

4. County's Continuing Obligations.

a. Pre-Assignment Obligations. The County shall remain solely responsible for the County's failure prior to the date of this Assignment to perform or comply with any terms, covenants or conditions of the Agreement or for any obligations thereunder.

b. Post-Assignment Obligations. The County shall remain solely responsible for any failure to perform or comply with any terms, covenants or conditions of

the Agreement, or for any obligations thereunder, that may arise during the period between the expiration of the Club's lease rights pursuant to the CRC Lease Agreement and the expiration of the Agreement.

5. Right to Use Real Property for CRC. Section 3 of the Agreement is reiterated in total as if set forth herein and is amended as follows for purposes of this Assignment:

a. The Club's rights under this Assignment shall be contingent and dependent upon the Club's rights pursuant to the CRC Lease Agreement.

b. The County shall remain solely responsible for Section 3(d) of the Agreement [assistance in siting relocatable facilities].

c. Pursuant to the terms of the CRC Lease Assignment, the County shall remain the sole owner of the CRC structure and shall be solely responsible, consistent to the terms set forth in the Agreement, for transferring title to the CRC structure to the District in the event of the termination of the Agreement; provided that, the County may choose to cure any termination of the Agreement for the Club's default consistent with Section 6 below.

d. In the event that the District is obligated to purchase the CRC pursuant to the terms of Section 3 of the Agreement, the District shall render any such payment to the County, who shall be solely responsible for transferring title to the CRC to the District.

e. The Club's obligation to remove Hazardous Substances within the Premises pursuant to Section 3(f)(2) shall not include any Hazardous Substances or other hazardous condition that existed prior to the Club's occupancy of the Premises.

6. Assignment Upon Termination for Default. Upon the District's termination of the Agreement for the Club's default, the County shall have the option to have the Agreement and all related easements assigned back to the County. The District shall provide the County with written notice of any default of the Agreement by the Club and with written notice of the termination of the Agreement for the Club's default. The County shall have 60 days from its receipt of such notice of termination in which to exercise its option. The County may exercise the option by delivery of a written notice to the District. Upon delivery of such notice, all right, title and interest in and to the Agreement and all related easements shall be deemed assigned to the County. The Club shall timely execute any other documents that become reasonably necessary to assign the Agreement or any related easements to the County. Notwithstanding such assignment, the County shall not be responsible or liable to the District or third parties for any damages or costs arising from or related to any of the Club's acts or omissions or for any Club default or failure to

comply with any term, covenant or condition of the Agreement or Assignment, all of which shall remain the sole liability of the Club. However, consistent with Section 5(c) above, the County shall remain solely responsible for transferring title to the CRC facility to the District in the event of any termination.

7. Parking. Section 3(e) of the Agreement is amended to clarify that, during the term of this Assignment, in addition to the parking spaces identified in the parking easement referenced in the Agreement as Exhibit G and amended concurrently herewith to permit assignment of that easement to the Club, the Club shall have exclusive use of the parking spaces located immediately to the south of the CRC, which are part of the leased premises.

8. Maintenance of Dimmitt Gym Floor. Section 7(c) of the Agreement requires the County, as part of the consideration for the use of Dimmitt Facilities, to provide annual gym floor maintenance at Dimmitt. The Club is released from the obligation to provide such annual maintenance and shall instead be required to provide the District with a pro rata share of the costs of performing such annual maintenance. The District shall perform such annual maintenance and invoice the Club for its pro rata share (based on percentage of use) of such annual maintenance. For purposes of this Section 8, the term "annual gym floor maintenance" shall not include any replacement of the gym floor.

9. Coordination of Uses. Section 10 of the Agreement is reiterated in total as if set forth herein and is amended as follows for purposes of this Assignment:

a. Section 10(a) is amended to identify that the CRC Operating Committee shall include, at a minimum, the principal of Dimmitt Middle School, or his or her designee, and the Club's Renton branch executive director, or his or her designee, and a third member jointly appointed by the District and the Club, who shall be a resident of the District and active in West Hill community events or issues and shall be subject to the approval of the District's Board of Directors. In the event any dispute cannot be resolved by the CRC Operating Committee, the matter shall be immediately referred to the Designated Representatives, who shall be denoted in writing by the District Superintendent and the Club Executive Director.

b. Section 10(b) is amended to recognize that, if the Designated Representatives are unable to reach a solution on a particular matter, it will be referred to the District's Superintendent and to the Club Executive Director, or their designees, for resolution.

c. Section 10(c) is amended to provide that each party is solely responsible for developing and implementing its own budget, provided that their respective

budgets and staffing plans ensure adequate supervision pursuant to the terms of the Agreement and this Assignment.

10. Dispute Resolution. Section 11 of the Agreement is reiterated in total as if set forth herein except that Section 11(d) is amended to recognize that, if the complaining party remains dissatisfied with the results of the meeting, it shall then refer the matter to the District's Superintendent and the Club Executive Director, or their designees, for resolution.

11. Indemnification. For purposes of this Assignment, the indemnification provisions set forth in Section 12 of the Agreement are deleted in their entirety and amended as follows:

The District and Club agree each will be liable in the case of all third party claims, actions or causes of actions of whatsoever kind or nature made or asserted against either or all of them and arising out of the joint development, use or operation of the CRC, the Premises and Dimmitt Facilities. Each will be liable to the other only to the extent of the party's fault or causation and shall indemnify the other for such amount. As to all such third party claims, actions or causes of action which are a consequence of the sole fault, negligence or causation of the District or Club, such party shall have the duty to defend and save and hold harmless the other parties, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other parties to this Assignment in defense of any such third party claims or actions.

This indemnity provision shall survive the termination of this Assignment as to any act alleged to have occurred during the term of this Assignment, and shall survive until the expiration of the applicable statute of limitations.

12. Hazardous Substances. For purposes of this Assignment, the Hazardous Substances provisions set forth in Section 13 of the Agreement are deleted in their entirety and amended as follows:

a. The Club shall not, without first obtaining the District's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities ("Hazardous Substances") in, on or about the Premises. In the event, and only in the event, that the County releases such Hazardous Substances on the Premises under the provisions of this paragraph, the County agrees that such release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations.

b. The Club agrees to indemnify and hold harmless the District from all claims, actions, causes of action, judgments, liabilities, expenses, costs and reasonable attorneys' fees arising out of, or in connection with, any act or omission of the Club, its successors, agents, officers, employees, licensees, invitees or assigns resulting in the Release of Hazardous Substances on the Premises whether or not such Release was approved.

c. The District agrees to indemnify and hold harmless the Club and the County from all claims, actions, causes of action, judgments, liabilities, expenses, costs and attorneys' fees, arising out of, or in connection with, any act or omission of the District, its successors, agents, officers, employees, licensees, invitees or assigns, except where such is a result of the conduct or omission of the Club or the County, its successors, agents, officers, employees or assigns resulting in the Release of Hazardous Substances on the Premises whether or not such Release was approved.

d. The County agrees to indemnify and hold harmless the District from all claims, actions, causes of action, judgments, liabilities, expenses, costs and attorneys' fees, arising out of, or in connection with, any act or omission of the County, its successors, agents, officers, employees, licensees, invitees or assigns, except where such is a result of the conduct or omission of the Club or the District, its successors, agents, officers, employees or assigns resulting in the Release of Hazardous Substances on the Premises whether or not such Release was approved.

13. Priority of Use. The District agrees that the provisions of Section 18 and Section 1(d) of the Agreement shall only be used for legitimate educational policy reasons and shall not be used to replace the Club with another organization that will provide similar programming.

14. Insurance. For purposes of this Assignment, the insurance provisions set forth in Section 20 of the Agreement are deleted in their entirety and amended as follows:

The Club agrees to maintain commercial general liability insurance or other similar liability coverage acceptable to the District covering injuries to persons and damage to property, with the District and the County added as named additional insureds covering all of the activities pertaining to the Agreement and this Assignment. By requiring such insurance coverage, the District shall not be deemed to, or construed to, have assessed the risks that may be applicable to the Club in the Agreement or this Assignment. The Club shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

a. Scope and Limits of Insurance. Coverage shall be at least as broad as:

(i) General Liability: Insurance Services Office form number (CG00 01 Ed. 11-88) Covering Commercial General Liability, with a limit of not less than \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate. The policy shall include but not be limited to:

- (a) coverage for Premises and operations;
- (b) contractual liability (including specifically liability assumed herein);
- (c) Employers' Liability of "Stop-Gap" coverage.

(ii) Automobile Liability: Insurance Services Office form number (CA0001 Ed. 12-90) Covering Business Automobile Coverage, symbol "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than \$1,000,000 combined single limit per occurrence.

(iii) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

b. Deductibles. The deductible of the insurance coverage shall not limit or apply to the District and shall be the sole responsibility of the Club.

c. Other Insurance Provisions. The insurance coverages required by the Agreement and this Assignment are to contain or be endorsed to contain the following provisions where applicable:

(i) Liability Coverages.

- (a) The District and the County, and each entities' officers, officials, employees, and agents are to be covered as additional insured as respects: liability arising out of activities by or on behalf of the Club in connection with the Agreement and this Assignment.
- (b) To the extent of the Club's negligence, insurance coverage shall be primary insurance as respects the District and the County, and each entities' officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the District or the County, or each entities' officers, officials, employees, and agents shall not contribute with the Club's insurance or benefit the Club in any way.

(c) The Club's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(ii) All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the District.

(iii) Acceptability of Insurers. Unless otherwise accepted by the District, insurance coverage is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

(iv) Verification of Coverage. The Club shall furnish the District and the County with certificates of insurance and endorsements required by this Assignment. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the District and are to be received and approved by the District prior to the commencement of activities associated with this Assignment. The District reserves the right to require complete certified copies of all required policies at any time.

15. Termination or Expiration of CRC Lease Agreement. Upon the expiration or termination of the CRC Lease Agreement, the Agreement and all rights, title and interest thereunder shall be deemed assigned to the County. The County shall provide written notice of the termination or expiration of the CRC Lease Agreement to the District. Notwithstanding such assignment, the County shall not be responsible or liable to the District or third parties for any damages or costs arising from or related to any of the Club's acts or omissions or for any Club default or failure to comply with any term, covenant or condition or the Agreement or Assignment, all of which shall remain the sole liability of the Club.

16. Notice. Section 22 of the Agreement is reiterated in total as if set forth herein and is amended as follows for purposes of this Assignment:

If to the Club:

Daniel Johnson
President/CEO
Boys and Girls Clubs of King County

14535

603 Stewart Street, No. 300
Seattle, Washington 98101-1313

If to the County:

Director
Parks Division, King County Department of Natural Resources and Parks
KSC-NR-0700
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

17. Miscellaneous. Section 23(a) of the Agreement is reiterated in total as if set forth herein and is amended as follows for purposes of this Assignment:

In the event such changes would limit the Club's ability to use the Dimmit Facilities consistent with the terms of the Agreement, the District agrees to use its best efforts to locate alternative space in the District to enable the Club to operate the programs that have been so limited or displaced.

In the event any such remodel, elimination or other alteration of the Dimmit Facilities materially limits the Club's planned programming and the District is unable to locate alternative space to enable the Club to operate the programs that have been so limited or displaced, the Club shall have the right to terminate this Assignment upon 90-days notice to the District and, notwithstanding Section 21 of the Agreement, whether or not such alteration of the Dimmitt Facilities occurs within the first 15 years of the Agreement or later; provided that, in such event, the County shall have the option to have the Agreement and all related easements assigned back to the County consistent with Section 6 of this Assignment.

18. Counterparts. This Assignment may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

19. Applicable Law. This Assignment shall be governed by the laws of the State of Washington.

14535

20. No Other Amendments. Except as otherwise modified or amended by this Assignment, all of the terms and conditions of the Agreement remain unchanged.

Dated as of the date and year first above written.

KING COUNTY, WASHINGTON, a
political subdivision of the State of
Washington

THE BOYS AND GIRLS CLUB OF KING
COUNTY, a Washington nonprofit
corporation

By _____
Its Executive

By _____
Its _____

Approved as to Form:

By _____

RENTON SCHOOL DISTRICT NO. 403, a
Washington municipal corporation

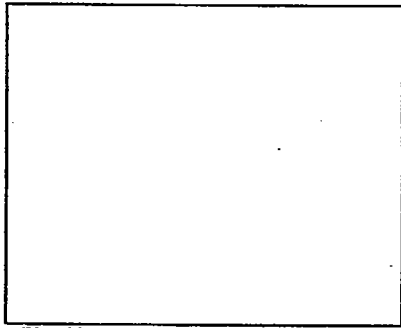
By _____
Its _____

14535

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



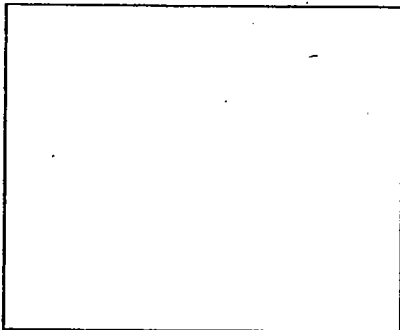
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

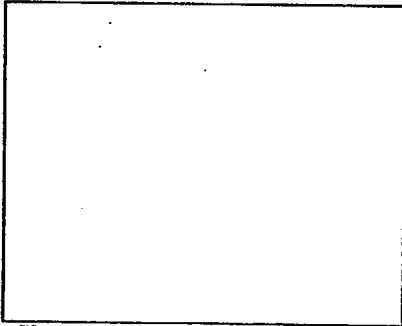
14535

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

14535

EXHIBIT A

LEASE AND JOINT USE AGREEMENT

14535

EXHIBIT B

DESCRIPTION OF LEASED PROPERTY

14535

Exhibit A to
13038 Attachment
C

LEASE AND JOINT USE AGREEMENT FOR WEST HILL COMMUNITY
RECREATION CENTER

THIS LEASE AND AGREEMENT is made this _____ day of _____ 1998 by RENTON SCHOOL DISTRICT NO. 403 ("District") a municipal corporation and KING COUNTY, a home-rule charter county and political subdivision of the State of Washington, acting by and through its Department of Parks and Recreation ("County").

WHEREAS, the County is interested in providing the West Hill community with a recreation center at a location that provides necessary services, easy access and other amenities to citizens of that community; and

WHEREAS, the County has proposed to the District that a new community recreation center be constructed on the Dimmitt Middle School ("Dimmitt") property and that other school facilities at Dimmitt be made available for community uses upon appropriate terms and conditions; and

WHEREAS, the County has constructed, at no cost to the District, a new community recreation center and certain improvements to Dimmitt facilities related to the community recreation center; and

WHEREAS, the District and County have determined that it is in the mutual interest of both agencies and in the public interest to provide for the joint use of the center and other portions of the Dimmitt facilities for multigenerational parks and recreation programs; and

WHEREAS, it is the intent of this Lease and Agreement to facilitate such joint activities so as to provide important benefits to citizens within the West Hill community and the children and teachers using Dimmitt Middle School; and

WHEREAS, the allocations in this Lease and Agreement of the parties' costs related to such joint activities are not intended to transfer one party's routine administrative costs to the other party; and

WHEREAS, the District and the County intend the development of future agreements to provide for the joint and cooperative use of other public facilities in the West Hill community area or such terms as the parties may agree, and the parties intend that such agreements be executed by November 11, 1998;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the District and the County as follows:

1. Purpose of Lease and Agreement. This Lease and Joint Use Agreement (this "Lease and Agreement") is intended to provide for the lease of real property and the operation of a new community recreation center ("CRC") which has been constructed by the County on the Dimmitt property to benefit the West Hill community and the citizens of the District and to allow

14535

13038

for the programming of recreational activities by the County in certain Dimmitt facilities as described on Exhibit A ("Dimmitt Facilities").

a. This Lease and Agreement is also intended to provide a framework for allowing County use of other facilities on the Dimmitt campus when those facilities are not required for school purposes or for other public purposes and uses provided by the District. In making this Lease and Agreement, the County is committed to operate the CRC, in a way which does not interfere or conflict with the District's educational functions at Dimmitt and to fairly reimburse the District for additional expenses directly incurred by the District due to the continuing use of the CRC and other Dimmitt school facilities by the County.

b. This Lease and Agreement is also intended to provide a framework for allowing County use of the Dimmitt Facilities when those facilities are not required for District purposes or other school related functions and established community uses as determined by the District. The District will provide the County with second priority to use Dimmitt Facilities, after District use for school purposes and functions determined by the District to be school related or for established community uses, to provide County recreation activities and programs in conjunction with operation of the CRC. For purposes of this Lease and Agreement, "recreational" shall be understood to refer to the range of activities in normal County parks and recreation programs to provide sports, educational, social and artistic opportunities for youth/families and senior citizens. In the event that County uses of the Dimmitt Facilities are not "recreational" as defined herein, then the County's use shall not be guaranteed any particular priority under this Lease and Agreement. In order to assist the County in planning recreational activities, the District shall provide the County with an annual calendar of scheduled school activities, which will be updated on a regular basis.

c. The District agrees to separately keep track of the extent of the County's use of the gymnasium and technology education wing from other Dimmitt building uses for the purpose of determining appropriate compensation to the District for County uses as provided in paragraphs 4 and 7. Records of such use shall be submitted to King County on at least a quarterly basis.

d. Notwithstanding the priority granted certain County activities and programs for use of Dimmitt Facilities in subparagraph 1.b., the District reserves the right to withdraw the right to use Dimmitt Facilities for an activity or program which the District Board of Directors, after consultation with the County and, if necessary, utilization of the coordination and dispute resolution procedure provided in paragraphs 10 and 11, determines to be objectionable to the community or inconsistent with the District's educational programs.

e. Definitions

(i) CRC Facility or CRC. The new community recreation center which has been constructed, and will be operated and maintained by King County and located on the Dimmitt Property.

14535

13038

(ii.) Dimmitt Facilities. The Dimmitt School buildings owned, operated and maintained by the Renton School District, as described in Exhibit A. The "Dimmitt Facilities" do not include the CRC Facility.

(iii.) Dimmitt Property. The 15-acre property on which the Dimmitt Facilities and the CRC Facility are located, as described in Exhibit H.

(iv.) Premises. The area within the Dimmitt Property leased to King County to construct, operate and maintain the CRC Facility, as described in Exhibit F.

(v.) Recreational Services. This term includes a wide range of activities conducted, or to be conducted, by King County Parks and Recreation, including but not limited to, sports, educational, social and artistic opportunities in age specific or intergenerational settings.

2. Project Description.

a. The CRC has been designed and constructed and will be utilized consistent with the schematic shown on Exhibit B attached hereto and the Building Design Considerations attached as Exhibit C. During the development of the project design, the schematics and draft plans and specifications were provided for District review at appropriate intervals. The District confirms that there were no conflicts with District facilities or uses and that the CRC project is esthetically consistent with the District facilities. The final design of the CRC project, including signage, landscaping and traffic flow, was subject to the approval of the District, which approval was given. The project design schematic and building design considerations set forth in Exhibits B and C were approved by the District. Additional plans and specifications for any modifications shall be deemed approved ten (10) District working days after being submitted to the District unless the District provides written notice of its objections to the County within ten (10) District working days of receipt of the plans.

b. The County has constructed related initial improvements to the Dimmitt Facilities as outlined on Exhibit D ("Dimmitt improvements"). All such initial improvements were constructed at the sole cost and expense of the County. The annual improvement as outlined in Exhibit D shall be the sole cost and expense of the County and such improvement will be subject to the reasonable and timely approval of the District, which shall not be unreasonably be withheld.

c. Both parties agree it is desirable to construct a pedestrian corridor as generally described in the conceptual plan attached as Exhibit E. The County agrees to consider in the future funding and development of the corridor. As of the date of signing this agreement, the County has funded a portion of the corridor extending along South 124th Street from the CRC to 76th Avenue South. The pedestrian corridor may be implemented in phases and is not subject to the time constraints of this Lease and Agreement.

14535

13038

d. The cost of developing all improvements identified above in Exhibits B through E shall be the sole responsibility of the County. The County shall abide by all applicable laws and regulations in the operation of the CRC and use of the property leased under this Lease and Agreement.

3. Right to Use Real Property for CRC.

a. In consideration for the County's development of the CRC, the County's improvements to the Dimmitt Facilities, the Dimmitt Property, and the surrounding area, payments to the District to cover maintenance and operation expenses relating to the operation of the County's program at Dimmitt as provided in paragraph 7, the commitments set forth below as to the coordinated uses of County and District facilities and other valuable consideration, the District hereby leases to the County and the County leases from the District for a term of 30 years, as provided below, the premises comprising a portion of the Dimmitt property and legally described on Exhibit F attached to this Lease and Agreement ("Premises").

b. This Lease and Agreement may be renewed for additional terms as may be mutually agreed by the parties. The District agrees to negotiate in good faith if the County requests extensions of the term and if the CRC or Premises are not required for the District's educational programs. If the District determines not to renew this Lease and Agreement, the District's decision shall be based on the Board of Directors' finding that the CRC and/or the Premises are required for the District's educational programs or proposed capital improvement program.

c. The County has inspected the Premises, is familiar with the present condition of the Premises and agrees to accept the Premises in its current condition without recourse to the District for any known or unknown surface or subsurface conditions.

d. If the District needs to site relocatable facilities on the Dimmitt Property, the King County Department of Parks and Recreation shall make its best efforts to assist the District in siting such facilities.

e. In addition, the District hereby grants an easement across the Dimmitt Property as described on Exhibit G during the term of this Lease and Agreement or any extensions, for purposes of access to and parking at Dimmitt to facilitate public use of the CRC, subject, however, to the right of the District to use said easement area for access and educational purposes in recognition that school property and facilities are intended primarily for school purposes and for the benefit of individuals of school age. The District grants to the County use of ten (10) parking stalls fronting on 80th Avenue South nearest the CRC building to be used in conjunction with the new parking stall, provided by the County south of the new CRC to meet County zoning requirements.

f. The CRC structure constructed on the Premises by the County shall remain the property of the County during the term of this Lease and Agreement and any extensions or renewals thereof, subject to the following provisions.

14535

13038

(i) Default:

(a) If the County terminates this Lease and Agreement for default in year 1 through year 15 of this Lease and Agreement as provided for in paragraph 21, the District shall purchase the CRC structure for the fair market value of the CRC structure to be appraised without the benefit of continuing ground lease rights;

(b) If the District terminates this Lease and Agreement for default in year 1 through year 15 of this Lease and Agreement as provided for in paragraph 21, the County shall transfer the CRC to the District at no cost;

(c) If the County terminates this Lease and Agreement for default in year 16 through year 30 of this Lease and Agreement as provided for in paragraph 21, the District shall purchase the CRC structure for the fair market value of the CRC without the benefit of continuing ground lease rights, subject, however, to an equitable deduction reduced for each year between year 16 through year 30 by subtracting one-fifteenth of such fair market value for each such year; and

(d) If the District terminates this Lease and Agreement for default in year 16 through year 30 as provided for in paragraph 21, the County shall transfer the CRC to the District at no cost.

(ii) Necessity:

(a) There is not an option by either the County or District to terminate this Lease and Agreement for necessity in the years 1 through 15;

(b) If the County terminates this Lease and Agreement for necessity in year 16 through year 30 as provided for in paragraph 21, the County shall transfer the CRC to the District at no cost; and

(c) If the District terminates this Lease and Agreement for necessity in year 16 through year 30 of this Lease and Agreement as provided for in paragraph 21, the District shall purchase the CRC structure for the documented total capital construction cost of the structure as of January 1, 2000, without the benefit of continuing ground lease rights, subject however, to an equitable deduction based on the documented total capital construction cost of the structure as of January 1, 2000, reduced for each year between year 16 through year 30 by subtracting one-fifteenth of such capital construction costs for each such year.

In the event that this Lease and Agreement expires after the 30-year term without renewal or is terminated pursuant to the terms hereof, then the District shall have the right to take possession of the CRC without further payment to the County. The County shall convey title to the facility by an appropriate bill of sale and/or quit-claim deed if the District takes

14535

13038

possession. The County shall be required to remove any Hazardous Substances within the Premises.

g. The source of funding for the acquisition of the CRC structure shall be bond funds or capital facilities funds.

h. If, during the term of this Lease and Agreement or any extensions, the District determines to dispose of the 15-acre Dimmitt Property, the County shall have first right to acquire the Dimmitt Property at its then fair market value. Exhibit H.

4 Rent and Custodial Fees.

a. In consideration for the above commitments, the County shall not be required to pay any rent for the Premises during the term of this Lease and Agreement; provided, however, the County shall use the Premises only for purposes connected with the provision of public recreational services and programs. The County may use the Premises for any other purpose with the District's written consent; provided, the District reserves the right to negotiate a reasonable rent for use for such other purposes.

b. In consideration for the use of Dimmitt Facilities for County recreation programs, the County shall pay the District's standard use fees as may be from time to time revised pursuant to the District's standard policies and rental agreements for the use of school facilities. The current rental rates and custodial fees are outlined in Exhibit I. However, in consideration of the County's additional maintenance and support obligations under paragraph 7, no rent shall be charged for County use of the gymnasium and the technology education wing complex.

5. Improvements.

a. During the course of the term, the County shall be permitted to make, at its own expense, any alterations, additions or improvements to the Premises consistent with the programs offered by it. The County may remove any alteration or improvement if it wishes upon termination of this Lease and Agreement, provided it leaves the Premises and the CRC facility in a safe and clean condition. Any addition or improvement made to the Premises by the County and not removed shall, upon termination of this Lease and Agreement, be considered surplus and belong to and become the property of the District without cost to the District. Nothing shall be removed or altered which will affect the structural integrity of the building.

b. At the expiration of the term or termination of this Lease and Agreement as provided above, the County shall surrender the Premises and CRC to the District in a safe and clean condition, remove County personal property and convey title to the CRC to the District pursuant to the provisions of subparagraph 3.g. Any personal property remaining on the Premises after thirty (30) days shall be considered surplus to the County's needs. The County shall remove all surplus property within thirty (30) days or it shall become the property of the

District or, after reasonable notice to the County, the District may dispose of such surplus property by any reasonable means and charge the County for the District's disposal costs.

6. Parking Lot. During the term of this Lease and Agreement, the District will provide the County with access to the Premises from 80th Avenue South through the sidewalk constructed by the County and shall make available to the County, its employees and CRC guests and invitees, parking space in the Dimmitt lot located adjacent to 80th Avenue South as provided in paragraph 3.e. above to service recreational program needs, provided, however, that school use shall take priority on parking. Security for the parking lot, consistent with the standard County practice for similar County facilities, during the County's use of the CRC or Dimmitt Facilities will be the responsibility of the County when the school is not in operation and when the parking lot is not used for school functions. Annual repairs or maintenance expenses for the parking lot will be allocated between the District and the County based on utilization of the lot during CRC operating hours as provided in subparagraph 7.e. below.

7. Maintenance and Repair Reimbursements.

a. The County shall assume total responsibility for the Maintenance and operating expense for the new CRC and Premises and shall pay the maintenance and repair expenses for use of the Dimmitt Facilities on a pro-rated basis according to actual utilization as documented by the District for ordinary wear and tear. The County shall pay the actual repair expenses for vandalism and other damage to Dimmitt Facilities or to other school facilities caused by the guests or invitees of the County related to or resulting from activities at, or operations of, the CRC or from County use of Dimmitt Facilities. The County, at its own expense, shall provide adequate janitorial services for the CRC and those areas immediately adjacent thereto and shall keep the CRC in a safe and clean condition, free of accumulations of dirt, rubbish and unlawful obstructions and maintain landscaping and the CRC exterior entranceways and walkways in a safe and clean condition consistent with the District's standards of maintenance for Dimmitt.

b. Any County use of Dimmitt Facilities include the responsibility to reimburse the District for the costs directly incurred by the District due to the continuing use of the Dimmitt Facilities by the County. Examples of, such expenses may include, but are not limited to, janitorial labor and supplies, equipment maintenance or repair, security calls, training of County personnel or supervision time to facilitate County use of Dimmitt Facilities, paper stock and similar expense incurred as a result of the Dimmitt Facilities being utilized by the County. The District shall provide the County with the best records possible of such additional maintenance and repair costs prior to the County approving any reimbursement to the District under this paragraph. Both parties shall, in good faith, make their best efforts to handle all expenses in a fair and equitable manner. If for budget reasons, the County and the District are required to anticipate the costs, a proposed budget shall be negotiated as part of the annual planning meeting described in paragraph 10.c. The District shall have the right to make repairs through its own resources or by third parties and invoice the County for such expenses. The County shall not be responsible for expenses incurred by the District attributable to usage by the District, or any third parties.

14535

13038

c. In consideration of the improvements to Dimmitt Facilities and Property by the County, the County's commitment to provide annual gym floor maintenance (in recognition of the additional wear and tear resulting from recreational uses), the value of on site programming of recreational programs for the District's students and families, and in recognition of the current and historical practice of District facility use fees charged to the County and other public providers of similar recreation programs, for the first five years of this Lease and Agreement the County shall reimburse the District for use of the Dimmitt Facilities only at the rates and fees charged to third parties for use after normal District hours of operation as provided in subparagraph 4.b.

d. If the CRC would not otherwise be open, the District shall compensate the County for any District use of the CRC, under the County's standard policies and rental agreements.

e. After the five-year period, the County and the District will prepare an annual maintenance and operations budget for the County's use of Dimmitt Facilities based on the pro rata share of programmed use, or some other method of distributing costs acceptable to both parties, subject to the guarantee of subparagraph 7b. This annual budget shall not excuse either party from paying for damages or repairs which are their responsibility under this Lease and Agreement.

f. The County and the District shall equitably share the costs of routine and extraordinary maintenance of the parking lot based on the degree of use.

g. In the event the District and the County cannot agree on the extent of County reimbursement required pursuant to subparagraphs 7.a., 7.b. and 7.c. or on an annual maintenance and operations budget, then the District, upon ten (10) days prior written notice, shall have the right to seek dispute resolution under paragraph 11. If the disagreements have not been resolved within one (1) year from the date of the initiation of dispute resolution, the District shall have the right to terminate this Lease and Agreement with respect to the Dimmitt Facilities. The one (1) year provision of this subparagraph shall not take effect if third party legal proceedings are/or arbitration is pending.

8. Staffing.

a. Whenever the CRC is open, the County shall staff the facility with sufficient numbers of qualified and trained personnel whose duties shall include the monitoring of activities within the CRC, around the Premises, and also in adjacent Dimmitt Facilities being used for CRC activities, so as to avoid the risk of property damage or personal injury. When using Dimmitt Facilities, the County shall have present at all times one or more adult supervisors to guard against personal injury or property damage.

b. The County agrees to provide adequate security and safety to protect the CRC, as deemed appropriate by the County, during all uses of the CRC, except during District

14535

13038

uses. The County agrees to provide adequate security and safety to protect the Dimmitt Facilities and the Dimmitt Property, as deemed appropriate by the County, during the County's exclusive use of the Dimmitt Facilities. During joint use of the Dimmitt Facilities and the Dimmitt Property, the County, District, and any third parties shall only be responsible for the security and safety of that portion of the Facilities and Property being used by that party.

9. Additional County Commitments. In further consideration of this Lease and Agreement, the County agrees to provide, at no cost to the District, various recreational programs in the CRC which are focused on students at Dimmitt. See Exhibit J for non-binding examples of student-oriented programs.

10. Coordination of Uses.

a. The County and the District acknowledge there is a potential for disagreement between the parties as to the appropriateness of future recreational activities and programs proposed by the County to be implemented in the CRC and in Dimmitt Facilities. The District and the County agree to use their best efforts to resolve such disagreements on a collaborative basis and by the timely referral of the issues, if necessary, to the dispute resolution procedures in paragraph 11.

b. In addition to the annual review of joint use activities by the Designated Representatives as provided in subparagraph 10.c. below, the County and the District shall appoint members to a "CRC Operating Committee" who shall confer at a minimum on a quarterly basis in an attempt to resolve any issues and to ensure that the use of the new recreation center and the Dimmitt Facilities is provided on a coordinated basis. The CRC Operating Committee shall be convened as frequently as necessary to discuss coordination issues and questions of interpretation of this Lease and Agreement with the goal of resolving potential disputes quickly and efficiently. The CRC Operating Committee shall include the principal of Dimmitt Middle School, or his or her designee, a CRC member appointed by the County Director of Parks, and a third member jointly appointed by the District and the County, who shall be a resident of the District and active in West Hill community events or issues and shall be subject to the approval of the District's Board of Directors. In the event any dispute cannot be resolved by the CRC Operating Committee, the matter shall be immediately referred to the Designated Representatives of the Parties denoted in writing by the Superintendent of the Renton School District and the County Executive.

c. Designated Representatives will meet at least once a year to develop the parties' annual budgets for the ensuing twelve months, and to consider staffing levels and staff qualifications, problems, planned recreational programs and activities, disputes and conflicts, changes in design, development, operation, maintenance, scheduling and other policy issues resulting from the CRC and the joint use of the Dimmitt property by the County and the District. The meeting shall also include a description by the County of the type and contents of recreational programs planned for the CRC during the next twelve months. If the Designated Representatives are unable to reach a resolution on a particular matter, it will be referred to the

14535

113038

District's Superintendent and to the King County Executive, or their respective designees, for resolution.

d. Prior to the annual meeting of the Designated Representatives, the CRC Operating Committee will prepare a proposed schedule for use of the Dimmitt Facilities in the ensuing year for approval by the Designated Representatives. Once approved, the schedule will be substantially modified only when agreeable to both parties, except that the District may retain use of Dimmitt Facilities for the purpose of accommodating District and school related activities that were unknown at the time the schedule was prepared. The District will make a good faith effort to allow the County all scheduled use of Dimmitt Facilities, and will work with the County to identify alternative space for already scheduled County programs or events. If District uses of the CRC are approved, the County retains the right to use the CRC for County programs and activities that were unknown at the time the arrangements with the District were confirmed. The County will make a good faith effort to allow the District all scheduled use of the CRC and will work with the District to identify alternate space for already-scheduled District programs or events.

e. Whenever the County is utilizing Dimmitt Facilities, the County shall have full responsibility and liability for such uses. Whenever the District is using CRC facilities, the District shall have full responsibility and liability for such uses.

f. If new recreational programs and activities are to be introduced on the Dimmitt property, or material changes made in programs and activities previously reviewed under subparagraph 10.c. above, to ensure coordination with school schedule and policies, the County will provide the District with reasonable advance notice. Recreational programs or activities which are inconsistent with District policies or District Board directives shall not be provided within Dimmitt Facilities. Upon written notice of such objection by the District, the County shall temporarily modify or defer implementing such objectionable programs and activities in the Dimmitt Facilities to meet the District's concerns until the parties have resolved the dispute through the procedures in paragraphs 10 or 11. If new recreational programs or activities are to be introduced in the CRC outside the annual review process described in subparagraph 10.c. above and if the District objects to the program or activity, the parties shall use their best efforts to resolve such disagreements. However, if the parties are unable to do so, the modification or deferred process set forth in this subparagraph 10.f. shall not apply to such new programs or activities in the CRC Facility, but such programs or activities shall be specifically included in the next annual review.

11. Dispute Resolution. If either party claims that the other party has breached any term of this Lease and Agreement, or if one of the parties elect to trigger the dispute resolution process in anticipation or as a part of the annual review, or in the event of disputes or disagreements under this Lease and Agreement, the following procedures shall be followed if and when informal communications, such as telephone conversations, fail to satisfy the claiming party:

14535

13038

a. The claiming party's Designated Representative shall provide a written notice to the other party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of this Lease and Agreement which the complaining party alleges was violated.

b. The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.

c. The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call an in-person meeting. Otherwise, the matter shall be considered closed. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representatives of each party, and such others as the parties individually invite.

d. If the complaining party remains dissatisfied with the results of the meeting, it shall then refer the matter to the District Superintendent and County Executive, or their designees, for resolution. If the issue is not resolved at this level within thirty (30) days, then either party may require in writing that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the parties. The parties shall consider in good faith any recommendations or proposed settlements arising from such process. All of the steps preceding shall be a prerequisite to either party suing under this Lease and Agreement for breach, specific performance or any other relief related to this Lease and Agreement.

12. Indemnification. Both parties to this Lease and Agreement agree each will be liable in the case of all third party claims, actions or causes of actions of whatsoever kind or nature made or asserted against either or all of them and arising out of the joint development, use or operation of the CRC, the Premises and Dimmitt Facilities. Each will be liable to the other only to the extent of each party's fault or causation and shall indemnify the other for such amount. As to all such third party claims, actions or causes of action which are a consequence of the sole fault, negligence or causation of a party to this Lease and Agreement, such party shall have the duty to defend, save and hold harmless the other, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other parties to this Lease and Agreement in defense of any such third party claims or actions.

13. Hazardous Substances. The County shall not, without first obtaining the District's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities ("Hazardous Substances") in, on or about the Premises. In the event, and only in the event, that the County

14535 13038

releases such Hazardous Substances on the Premises under the provisions of this paragraph, the County agrees that such release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations. The District and the County shall indemnify, hold harmless and defend one another from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees, arising out of or in any way related to the release by either party, or any of its agents, representatives, or employees, or the presence of such Hazardous Substances in, on or about the Premises whether or not approved.

14. Assignment. Neither party shall assign or sublet its rights or responsibilities under this Lease and Agreement without the written authorization of the other party. Written authorization shall not be withheld unreasonably. In the event the Premises are incorporated, both parties recognize and agree that the County may, after consultation with the District, transfer the obligation of this Lease and Agreement, with respect to the CRC and the Premises only, to the new governmental agency.

15. Severability. If any term of this Lease and Agreement is held invalid or unenforceable, the remainder of this Lease and Agreement will not be affected but continue in full force.

16. Non-Waiver. Failure of either party to insist upon the strict performance of any term of this Lease and Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

17. Integration. This writing contains all terms of this Lease and Agreement. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's authorized representative.

18. Priorities. It is recognized that the District property and facilities, other than the CRC, are intended primarily for District purposes or other school related functions and established community uses as determined by the District. However, it is recognized that the Premises will be used by the County, during the terms of this Lease and Agreement for priorities identified by the County. It is, therefore, agreed that in planning the programs and scheduling the activities in the Dimmitt Facilities and on the Dimmitt Property, except for the Premises, District uses for school purposes and functions determined by the District to be school related or for established community uses will be well provided for, adequately protected and take priority over County uses.

In addition, it is recognized and agreed, that District uses of the CRC shall have a similar priority over other private or public uses when the CRC is not otherwise required for County sponsored groups, events or functions.

19. Utilities. The County shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the CRC for the benefit of the County. To the extent feasible, the County shall arrange for separate metering and billing for CRC utilities.

14535

13038

20. **Insurance.** The County shall ensure that the CRC is insured to its full replacement cost value by a responsible insurance company(ies) through the County's All Risk Blanket Property policy. The County will maintain the appropriate level of coverage in recognition of increased values of the property and improvements.

The District acknowledges, agrees and understands that the County is self-insured for its liability exposures. The County agrees, at its own expense, to maintain through its self-insurance program, coverage for its liability exposures, for the duration of this Lease and Agreement. The County agrees to provide the District with at least thirty (30) days written notice of any changes in the County's self-insured program affecting this Lease and Agreement.

21. **Termination.** This Lease and Agreement shall terminate 30 years from the date the District signed this agreement or unless sooner terminated as follows:

a. **Default.** The parties are required to follow the dispute resolution process in paragraph 11 prior to taking steps under this subparagraph to terminate for default. Only after pursuing the steps in paragraph 11, shall each party have the right to terminate this Lease and Agreement in the event the other party is in default of any material term or condition of this Lease and Agreement, by providing thirty (30) days advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty day period to correct fully and to remedy the default within ninety (90) days from the date of the notice, then this Lease and Agreement shall be deemed terminated. Provided that if the nature of the default is such that it cannot be remedied within 90 days, then the Lease shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the parties. This clause shall not be invoked by either party for purposes other than default.

b. **Necessity.** Either party shall have the right to terminate this Lease and Agreement for convenience after fifteen (15) years of the terms by providing one year's advance written notice on or before the anniversary date of this Lease and Agreement. If the District terminates this Lease and Agreement for convenience, the District's decision shall be based on the Board of Directors' finding that the CRC and/or the Premises are required for the District's educational programs or proposed capital improvement programs.

c. **Fixtures.** In the event of termination, the County may remove any improvements, additions or fixture erected in or attached to the Premises as provided above, provided the County is not then in default and the removal will not cause permanent injury to the structure of the CRC.

22. **Notices.** Each notice or other communication which may be or is required to be given under this Lease and Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the party to whom such communication is directed, or three (3) days after being sent by regular mail, to the appropriate party at the following address.

14535

13038

If to the County:

Craig Larsen, Director
Department of Parks and Recreation
2040 - 84th Avenue SE
Mercer Island, WA 98040

If to the District:

Dr. Dolores J. Gibbons
Superintendent
Renton School District No. 403
435 Main Avenue South
Renton, WA 98055

23. Miscellaneous.

a. This Lease does not limit the District's ability and right to remodel, eliminate, replace, repair or combine Dimmitt Facilities as may be deemed necessary by the District to pursue its educational programs and policies. The District shall give the County reasonable advance written notice of any such changes which would affect County uses.

b. County use of Dimmitt Facilities shall be initiated during each school year by execution of the District's standard use agreement forms.

c. Notwithstanding any other provision of this Lease, the District reserves the sole discretion to determine if all or a portion of the Dimmitt Facilities is required for use by the Red Cross for an emergency public shelter.

24. Administration. The County and the District anticipate that terms of this Lease and Agreement may need to be modified in the future to ensure the cooperative and cost effective joint use of the Dimmitt Property. The County Executive and Superintendent are hereby authorized to approve mutually agreed amendments of this Lease and Agreement and to supplement this Lease and Agreement where necessary, to improve the administration of this Lease and Agreement and the collaboration between the parties.

IN WITNESS, both the District and County have caused this Lease and Joint Use Agreement to be executed by authorized officers as of the above date.

14535

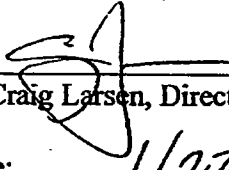
13038

RENTON SCHOOL DISTRICT NO. 403

By _____
Dr. Dolores J. Gibbons, Secretary to the Board

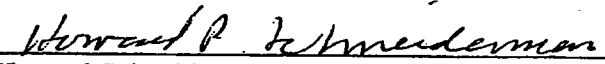
Date: _____

KING COUNTY, acting by and through its Parks and Recreation Department

By  _____
Craig Larsen, Director

Date: 1/22/98

APPROVED AS TO FORM:


Howard Schneiderman, Deputy Prosecuting Attorney

Date: 1/22/98

ICialY281 17 99.99~;1~5.DOC

Westhil7.1.16.98.9 am

14535

Exhibit A

13038

The following facilities at Dimmitt Middle School, contained within the gymnasium wing, separated from the balance of Dimmitt Middle School by fire doors provided by King County, and secured by separate alarm zone installed by the District, will be programmed by the County as part of the West Hill Community Recreation Center pursuant to the terms of the Agreement:

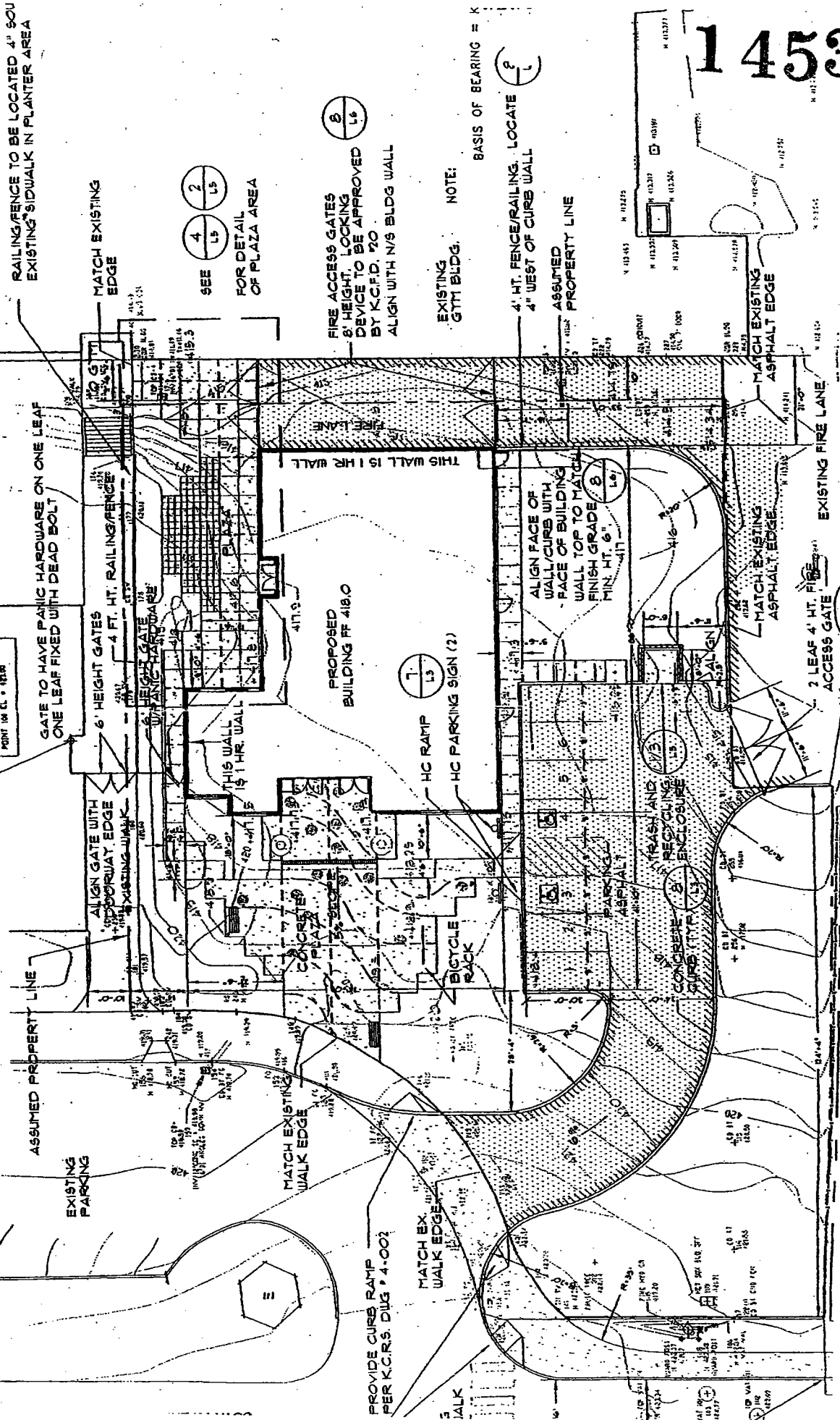
Gymnasium Wing (Excluding locker rooms)

Technology Education Wing

Exhibit B

13038

SCHOOL BLDG.



RAILING/FENCE TO BE LOCATED 4" SOUTH OF EXISTING SIDEWALK IN PLANTER AREA

MATCH EXISTING EDGE

SEE 4/2/2 FOR DETAIL OF PLAZA AREA

2/16

FIRE ACCESS GATES 8' HEIGHT, LOCKING DEVICE TO BE APPROVED BY K.C.F.D. '70 ALIGN WITH N/S BLDG WALL

EXISTING GYM BLDG. NOTE: BASIS OF BEARING = K

2/16

4' HT. FENCE/RAILING. LOCATE 4" WEST OF CURB WALL ASSUMED PROPERTY LINE

14535

GATE TO HAVE PANIC HARDWARE ON ONE LEAF ONE LEAF FIXED WITH DEAD BOLT

6' HEIGHT GATES

ALIGN GATE WITH DRIVEWAY EDGE

THIS WALL IS 1 HR WALL

PROPOSED BUILDING FF 4180

7/13

HC RAMP

HC PARKING SIGN (2)

ALIGN FACE OF WALL/CURB WITH FACE OF BUILDING WALL TOP TO MATCH FINISH GRADE 2" MIN. HT. 6"

2/16

MATCH EXISTING ASPHALT EDGE

2 LEAF 4' HT. FENCE ACCESS GATE

EXISTING FIRE LANE

ASSUMED PROPERTY LINE

EXISTING PARKING

MATCH EXISTING WALK EDGE

MATCH EX. WALK EDGE

PROVIDE CURB RAMP PER K.C.R.S. DIG 4-002

TRASH AND RECYCLING CURB (1) 13

CONCRETE CURB (1) 13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

13

14535

13038

EXHIBIT C

Building Design Considerations

Identifiable as separate from Dimmitt School with separate entry.

Compatible architecture with Dimmitt School.

Adequate security measures including fencing, gates and alarm system.

Separate utilities to the extent possible.

Dedicated community center parking.

14535

Exhibit D

13038

Dimmitt Improvements

The following initial improvements were completed:

Replace six (6) basketball backboards and hoops

Refinish gym floor

Provide three (3) sets of fire doors to separate and secure the Dimmitt facilities

Provide new fire lane and replace existing chain with new gate

The following annual improvement is to be done:

Annual gym floor maintenance per County standards.

14535

13038

Exhibit F

**LEASE AGREEMENT LEGAL DESCRIPTION AT DIMMITT SCHOOL
WEST HILL COMMUNITY CENTER**

THE IMPROVEMENTS KNOWN AS THE WEST HILL COMMUNITY RECREATION CENTER LOCATED ON A PORTION OF THE FOLLOWING PARCELS OF LAND:

LOTS 1 THROUGH 17, BLOCK 58, LOTS 24 THROUGH 40, BLOCK 58, AND LOTS 1 THROUGH 40, BLOCK 59, BRYN MAWR ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

AND

THE NORTH 100 FEET OF THE WEST 300 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12; TOWNSHIP 23 NORTH, RANGE 4 EAST, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

AND

TOGETHER WITH VACATED SOUTH 124TH STREET AND SOUTH 123RD PLACE ADJOINING AS WOULD ATTACH BY OPERATION OF LAW;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF 80TH AVENUE S. AT ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S 87°39'48" E ALONG SAID SOUTH LINE 141.44 FEET; THENCE N 2°20'12" E; 26.18 FEET; THENCE S 89°10'14" E 73.48 FEET; THENCE N 0°36'31" E 141.76 FEET; THENCE N 89°23'29" W 141.76 FEET; THENCE S 0°36'31" W 18.40 FEET TO POINT OF TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.39 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 72°02'32" AN ARC DISTANCE OF 89.78 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 54.09 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°49'37" AN ARC DISTANCE OF 29.10 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF SAID 80TH AVENUE S.; THENCE S 1°04'42" W 61.23 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.65 ACRES.

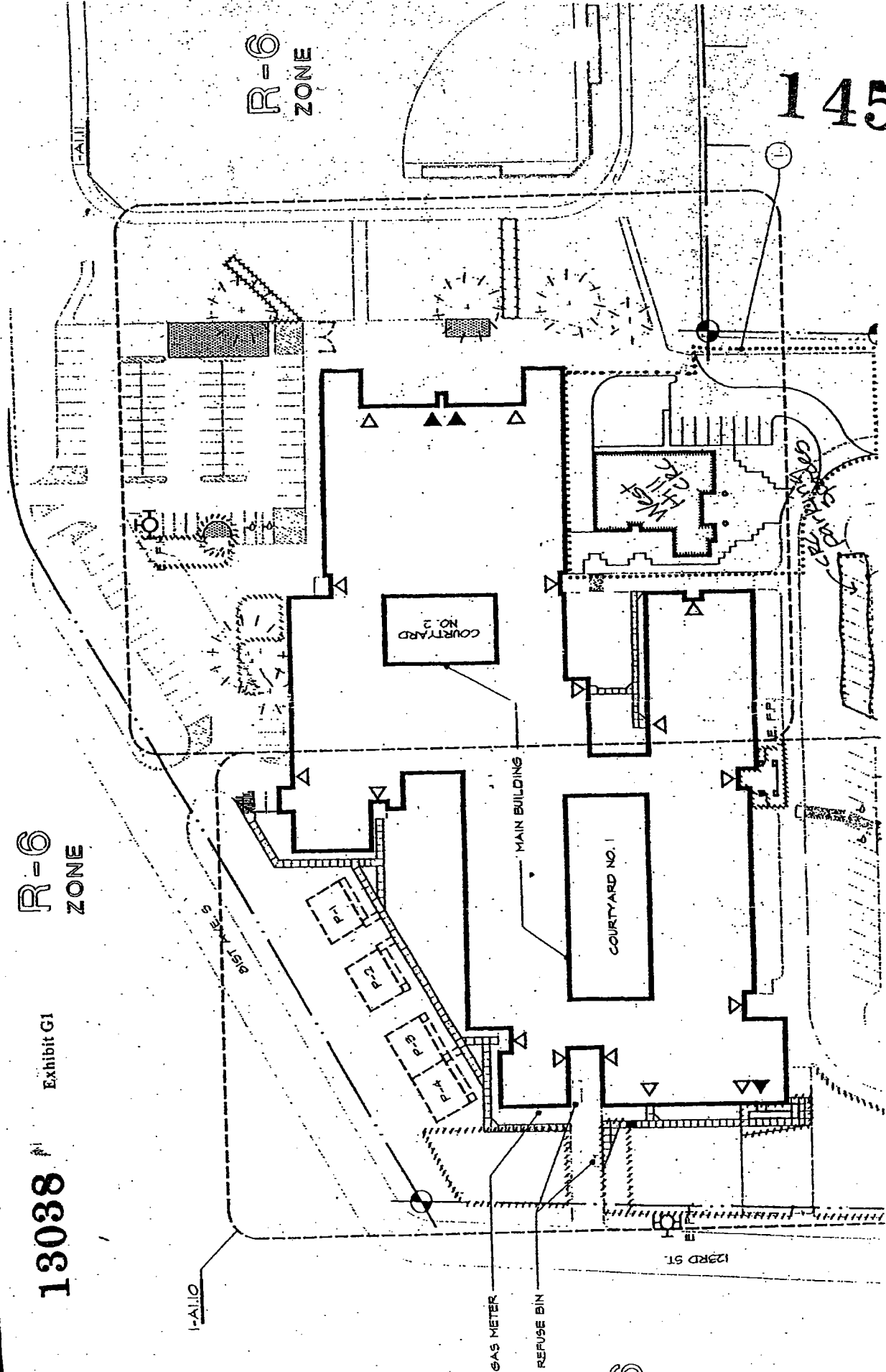
R-6
ZONE

Exhibit G1

13038

R-6
ZONE

14535



14535

13038

Exhibit G

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into this ___ day of _____, 1998, by and between the RENTON SCHOOL DISTRICT NO. 403, a municipal corporation (hereinafter referred to as the "School District" or "Grantor"), and KING COUNTY, a home-rule charter county and political subdivision of the State of Washington, acting by and through its Parks and Recreation Department (hereinafter referred to as the "County").

RECITALS

WHEREAS, the County and the School District have negotiated and entered into that certain unrecorded Lease and Joint Use Agreement ("Lease") dated _____, 1998. The Lease outlines the County's use of the "Premises" (as defined therein) and of certain facilities on the School District's property, and this Easement is a provision and an exhibit of that Lease;

WHEREAS, the County has constructed a new community recreation center ("CRC") for the West Hill community as described under the terms of the Lease;

WHEREAS, the County and the School District have agreed that for certain improvements to the School District's Dimmitt facilities (the "Dimmitt Facilities") (described in Exhibit "A" attached to the Lease), the School District would allow the CRC to be constructed on the Dimmitt Middle School property (the "Dimmitt Property") (described in Exhibit "H" attached to the Lease);

WHEREAS, the School District is the lawful owner of the Dimmitt Property and the Dimmitt Facilities;

WHEREAS, the County plans to operate and maintain the CRC, and has made certain improvements to the Dimmitt Facilities (described in Exhibit "D" attached to the Lease); and

WHEREAS, in order to operate and maintain the CRC, the County has determined it is necessary for the County to acquire an easement granting the County, its successors, assigns, contractors, agents, officers, employees, and invitees free, open and continuous pedestrian access to and from the CRC in, across and through the portion of the Dimmitt Property hereinafter defined as the "Easement Area," (as drawn on Attachment "G-1" attached hereto) and granting the County the right to construct, operate, maintain, renovate, improve, enhance and repair the CRC on the Premises;

14535

13038

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. For and in consideration of the construction of the CRC and improvements to the Dimmitt Facilities by the County, the School District (the "Grantor") does hereby convey an easement (the "Easement") upon the Dimmitt Property legally described in Exhibit "H" attached to the Lease, for ingress and egress to and from the CRC and the 10 parking spaces as provided in the Lease, subject to those provisions, purposes, and conditions as described in Paragraph 3e and Paragraph 3f of the Lease. This Easement shall grant the County, its successors, and assigns as owners of the CRC, and the County's contractors, agents, officers, employees, and invitees free, open and continuous pedestrian access to and from the CRC and the 10 parking spaces as provided in the Lease, in, across and through the Dimmitt property (including the Premises and Dimmitt Facilities), and for all purposes necessary or incidental to construction, installation, operation, maintenance, repair, renovation, improvement, enhancement and use of these areas, subject to those provisions, purposes, and conditions as described in this Easement agreement and in Paragraph 3e and Paragraph 3f of the Lease. During any maintenance, repair, renovation or improvement, this Easement grants to the County the right, on a temporary and reasonable but not permanent basis, to invade or interfere with the School District's Dimmitt property with dust, noise, vibration and other disturbances (but not settlement, unreasonable interference, or permanent physical damage) arising from the County's use of the Easement Area to construct, maintain, repair, renovate, improve, or enhance the CRC.

The Easement herein conveyed is exclusive to the County, its successors, assigns, contractors, agents, officers, employees, and invitees, subject to the provisions in this Easement and in the Lease. Grantor shall not grant any person any easement or easements which would in any manner unreasonably interfere with the County's exercise of its rights under the Easement. Upon Grantor's written approval, which shall not be unreasonably withheld, the County may grant within the Easement Area reasonable utility easements to directly service the CRC so long as such easements are not inconsistent with this Easement or with the Lease.

The Easement granted herein shall continue as long as the CRC is owned and operated by the County or its governmental municipality/public agency successors/assigns and utilized as a community recreation center, subject to the provisions and conditions in the Lease. In the event that the CRC is no longer owned, operated, or utilized by the County, or its governmental municipality/public agency successors/assigns, as a community recreation center, or in the event the Lease terminates for whatever reason, the Easement shall revert automatically, and without any further action required by any party, to the Grantor or its successors or assigns. Upon such reversion, the Easement shall be

14535

13038

extinguished and shall no longer be subject to this Easement agreement and shall no longer be subject to any claim by the County or its successors or assigns.

2. Parking Spaces. The Grantor does hereby convey an easement to the County for vehicular and pedestrian access to, from, and use of ten (10) parking stalls upon the Dimmitt Property as shown on Attachment G-1 attached hereto, subject to the same rights, responsibilities, and restrictions granted to the County under Paragraph 1 of this Easement and Paragraph 3e of the Lease.

3. Notices. Any notices required or permitted under this Easement shall be given as indicated below and pursuant to the process described in Paragraph 22 of the Lease:

If to the County:

Director
King County Parks and Recreation
2040 84th Avenue SE
Mercer Island, WA 98040

If to the District:

Superintendent
Renton School District No. 403
435 Main Avenue South
Renton, WA 98055

Provided, however, that such addresses may be changed pursuant to Paragraph 22 of the Lease upon five (5) days written notice thereof, similarly given to the other parties. Any notice personally delivered in the foregoing manner shall be effective upon receipt.

4. The rights, conditions, provisions, and covenants contained herein shall run with the land and shall inure to the benefit of and be binding upon the signatories hereof and their heirs, personal representatives, successors and assigns, but only to such extent as is provided under the provisions in this Easement and in the Lease.

5. This Easement is not intended to modify, amend, or otherwise change the terms of the Lease. Provisions in this Easement shall not be used in interpreting the provisions in the Lease, except with respect to interpreting Paragraph 3e and Paragraph 14 of the Lease.

14535

13038

IN WITNESS WHEREOF, the School District and the County have executed the within and foregoing agreement this _____ day of _____, 1998.

RENTON SCHOOL DISTRICT NO. 403

By _____

Dr. Dolores J. Gibbons
Secretary to the Board

Date: _____

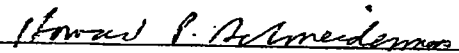
KING COUNTY, acting by and through
its Parks and Recreation Department

By _____


Craig Larson
Director

Date: 1/22/98

APPROVED AS TO FORM:


Howard Schneiderman

Howard Schneiderman
Deputy Prosecuting Attorney

Date: 1/22/98

14535

13038

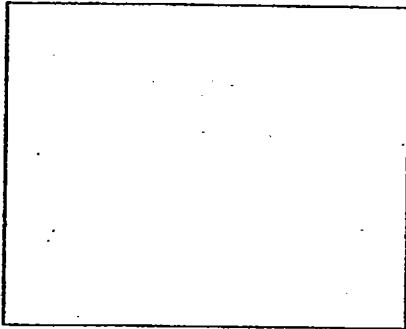
STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that Dr. Dolores J. Gibbons is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Secretary to the Board of the Renton School District No. 403 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public

Print Name _____

My commission expires _____

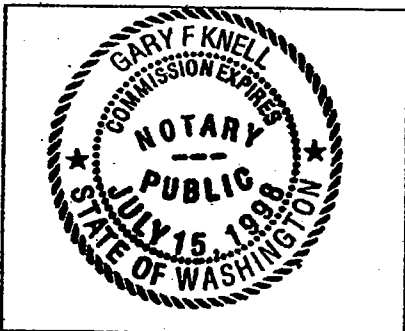
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Craig Larson 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 Director of the King County Parks and Recreation Department, acting on behalf of King County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Jun 22, 1998



(Use this space for notarial stamp/seal)

Gary F. Knell

Notary Public

Print Name GARY. F. KNELL

My commission expires JULY 15, 1998

14535

13038

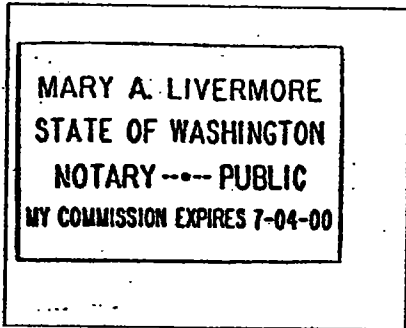
STATE OF WASHINGTON)

COUNTY OF King)

) ss.

I certify that I know or have satisfactory evidence that Howard Schneiderman 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 Deputy Prosecuting Attorney of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-22-98



(Use this space for notarial stamp/seal)

Mary A. Livermore
 Notary Public
 Print Name MARY A. LIVERMORE
 My commission expires 7-4-00

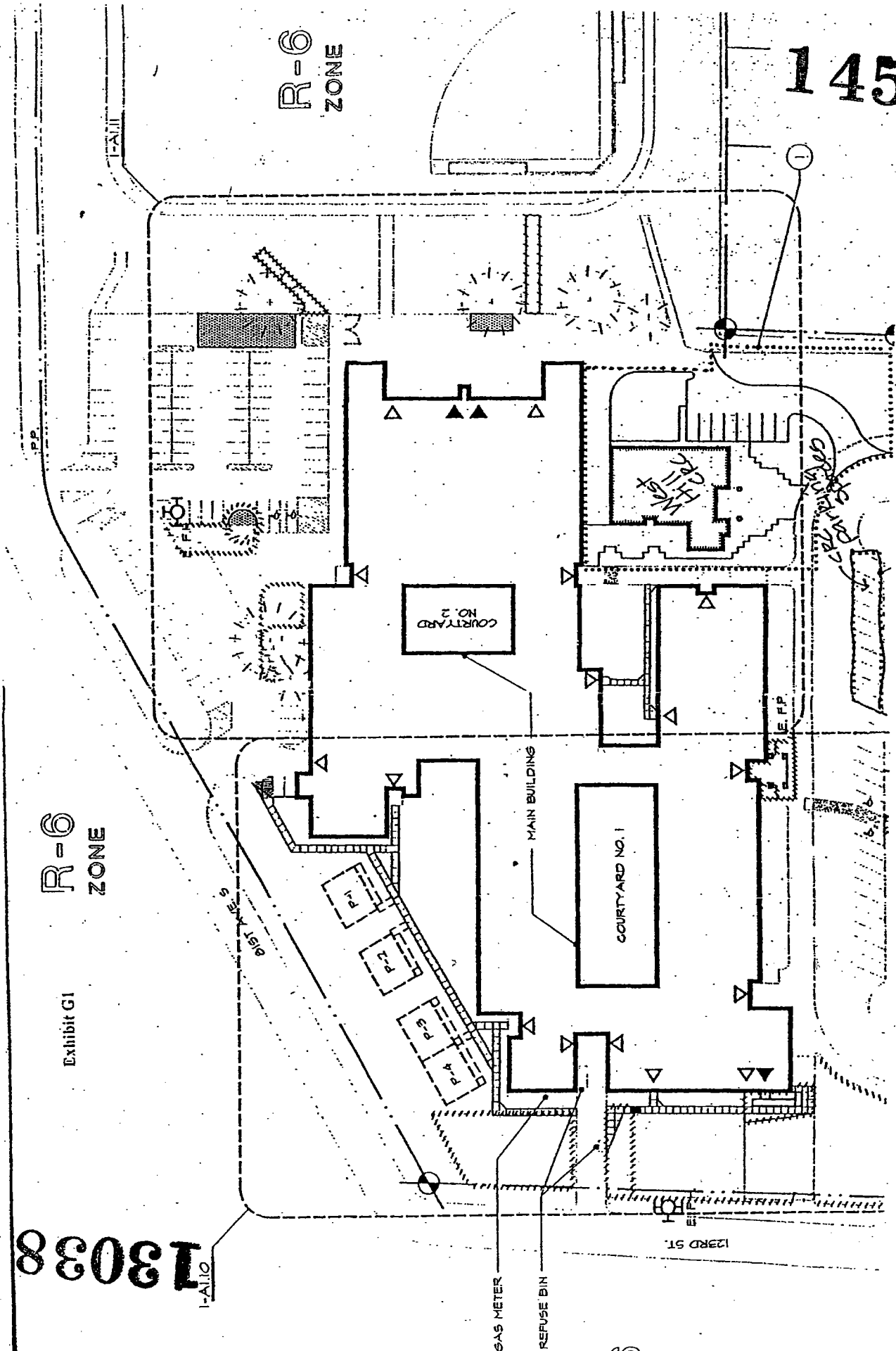
14535

R-6
ZONE

R-6
ZONE

Exhibit G1

13038
I-1110



NE

14535

Order No.: 432984

Exhibit H

13038

LEGAL DESCRIPTION

LOTS 1 THROUGH 17, BLOCK 58, AND LOTS 24 THROUGH 40, BLOCK 58, AND LOTS 1 THROUGH 40, BLOCK 59, BRYN MAWR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

AND

THE NORTH 100 FEET OF THE WEST 300 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

AND

THE EAST 150 FEET OF THE WEST 300 FEET OF THE SOUTH 270 FEET OF THE NORTH 370 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

AND

THE EAST 150 FEET OF THE WEST 300 FEET OF THE NORTH 215 FEET OF THE SOUTH 290 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

AND

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 300 FEET THEREOF; AND EXCEPT THE RIGHT OF WAY OF THE SNOQUALMIE FALLS POWER COMPANY;

AND

THE NORTH 198 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 300 FEET THEREOF;

TOGETHER WITH VACATED SOUTH 124TH STREET AND SOUTH 123RD PLACE ADJOINING AS WOULD ATTACH BY OPERATION OF LAW;

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION CONVEYED TO KING COUNTY FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 4863573.

14535

13038 #

CHICAGO TITLE INSURANCE COMPANY

Order No.: 432984

PLAT CERTIFICATE
SCHEDULE B

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- D. Easements or claims of easements not shown by the public records.
- E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- F. Liens under the Workmen's Compensation Act not shown by the public records.
- G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
- H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.
- I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS(\$1000.00).

14535

PLAT CERTIFICATE
SCHEDULE B

Order No.: 432984

(Continued)

~~13038~~

EXCEPTIONS

G 1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	CITY OF RENTON
PURPOSE:	PUBLIC UTILITIES WITH NECESSARY APPURTENANCES
AREA AFFECTED:	PORTION OF SAID PREMISES
RECORDED:	DECEMBER 11, 1985
RECORDING NUMBER:	8512110613

H SAID EASEMENT SUPERSEDES AND REVOKES THE TEMPORARY EASEMENT RECORDED UNDER RECORDING NUMBER 8310070656.

A 2. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE:	KING COUNTY
RECORDED:	MAY 3, 1955
RECORDING NUMBER:	4568635

B 3. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE:	KING COUNTY
RECORDED:	JANUARY 7, 1958
RECORDING NUMBER:	4863573

I 4. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	118000-7450-00
LEVY CODE:	4205
ASSESSED VALUE-LAND:	\$ 343,000.00
ASSESSED VALUE-IMPROVEMENT:	\$ 4,433,200.00

K AFFECTS: PORTION OF SAID PREMISES

J 5. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A

14535

CHICAGO TITLE INSURANCE COMPANY

13038

PLAT CERTIFICATE
SCHEDULE B

Order No.: 432984

(Continued)

CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	122304-9088-01
LEVY CODE:	4305
ASSESSED VALUE-LAND:	\$ 42,700.00
ASSESSED VALUE-IMPROVEMENT:	\$ 0.00

Y AFFECTS: PORTION OF SAID PREMISES

K 6. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	122304-9015-09
LEVY CODE:	4310
ASSESSED VALUE-LAND:	\$ 442,900.00
ASSESSED VALUE-IMPROVEMENT:	\$ 0.00

Z AFFECTS: PORTION OF SAID PREMISES

L 7. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	122304-9016-08
LEVY CODE:	2157
ASSESSED VALUE-LAND:	\$ 115,500.00
ASSESSED VALUE-IMPROVEMENT:	\$ 556,200.00

AA AFFECTS: REMAINDER OF SAID PREMISES

C 8. LEASE, AND THE TERMS AND CONDITIONS THEREOF:

LESSOR:	CITY OF RENTON UTILITIES DEPARTMENT
LESSEE:	INTERSTATE MOBILEPHONE COMPANY
FOR A TERM OF:	10 YEARS WITH A 10 YEAR RENEWAL OPTION
RECORDED:	DECEMBER 20, 1985
RECORDING NUMBER:	8512200839

14535

PLAT CERTIFICATE
SCHEDULE B

Order No.: 432984

(Continued)

~~13038~~

D AFFECTS: SOUTHERLY PORTION OF SAID PREMISES

E 9. ASSIGNMENT OF LEASEHOLD INTEREST, GIVEN FOR SECURITY, AND THE TERMS AND CONDITIONS THEREOF:

ASSIGNOR:	INTERSTATE MOBILEPHONE COMPANY, A WASHINGTON GENERAL PARTNERSHIP
ASSIGNEE:	CHEMICAL BANK, A NEW YORK BANKING CORPORATION
DATED:	DECEMBER 24, 1985
RECORDED:	DECEMBER 26, 1985
RECORDING NUMBER:	8512260942

AC AFFECTS: LEASEHOLD INTEREST OF INTERSTATE MOBILEPHONE COMPANY

F 10. LEASE, AND THE TERMS AND CONDITIONS THEREOF:

LESSOR:	RENTON SCHOOL DISTRICT
LESSEE:	INTERSTATE MOBILEPHONE COMPANY
FOR A TERM OF:	20 YEARS
RECORDED:	DECEMBER 27, 1985
RECORDING NUMBER:	SC01 8512271891

CHANGED TO AT&T WIRELESS SERVICES 2-20-96

AD AFFECTS: SOUTHERLY PORTION OF SAID PREMISES

M NOTE NUMBER 1:
SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR:	1995
AMOUNT BILLED:	\$ 1.25
AMOUNT PAID:	\$ 1.25
TAX ACCOUNT NUMBER:	118000-7450-00
LEVY CODE:	4205

N AFFECTS: PORTION OF SAID PREMISES

O NOTE NUMBER 2:

CHICAGO TITLE INSURANCE COMPANY

14535

PLAT CERTIFICATE
 SCHEDULE B
 (Continued)

Order No.: 432984

13038

SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR: 1995
 AMOUNT BILLED: \$ 1.25
 AMOUNT PAID: \$ 1.25
 TAX ACCOUNT NUMBER: 122304-9118-05
 LEVY CODE: 4310

P. AFFECTS: PORTION OF SAID PREMISES

Q. SAID TAX ACCOUNT IS NO LONGER ACTIVE.

R. NOTE NUMBER 3:
 SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR: 1995
 AMOUNT BILLED: \$ 1.25
 AMOUNT PAID: \$ 1.25
 TAX ACCOUNT NUMBER: 122304-9088-01
 LEVY CODE: 4305

S. AFFECTS: PORTION OF SAID PREMISES

T. NOTE NUMBER 4:
 SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR: 1995
 AMOUNT BILLED: \$ 1.25
 AMOUNT PAID: \$ 1.25
 TAX ACCOUNT NUMBER: 122304-9015-09
 LEVY CODE: 4310

U. AFFECTS: PORTION OF SAID PREMISES

V. NOTE NUMBER 5:
 SPECIAL TAXES FOR FOREST FIRE PROTECTION OR OTHER PURPOSE:

YEAR: 1995
 AMOUNT BILLED: \$ 1.25
 AMOUNT PAID: \$ 1.25
 TAX ACCOUNT NUMBER: 122304-9016-08

CHICAGO TITLE INSURANCE COMPANY

14535

PLAT CERTIFICATE
SCHEDULE B
(Continued)

Order No.: 432984

13038

LEVY CODE:

2157

AFFECTS: REMAINDER OF SAID PREMISES

END OF SCHEDULE B



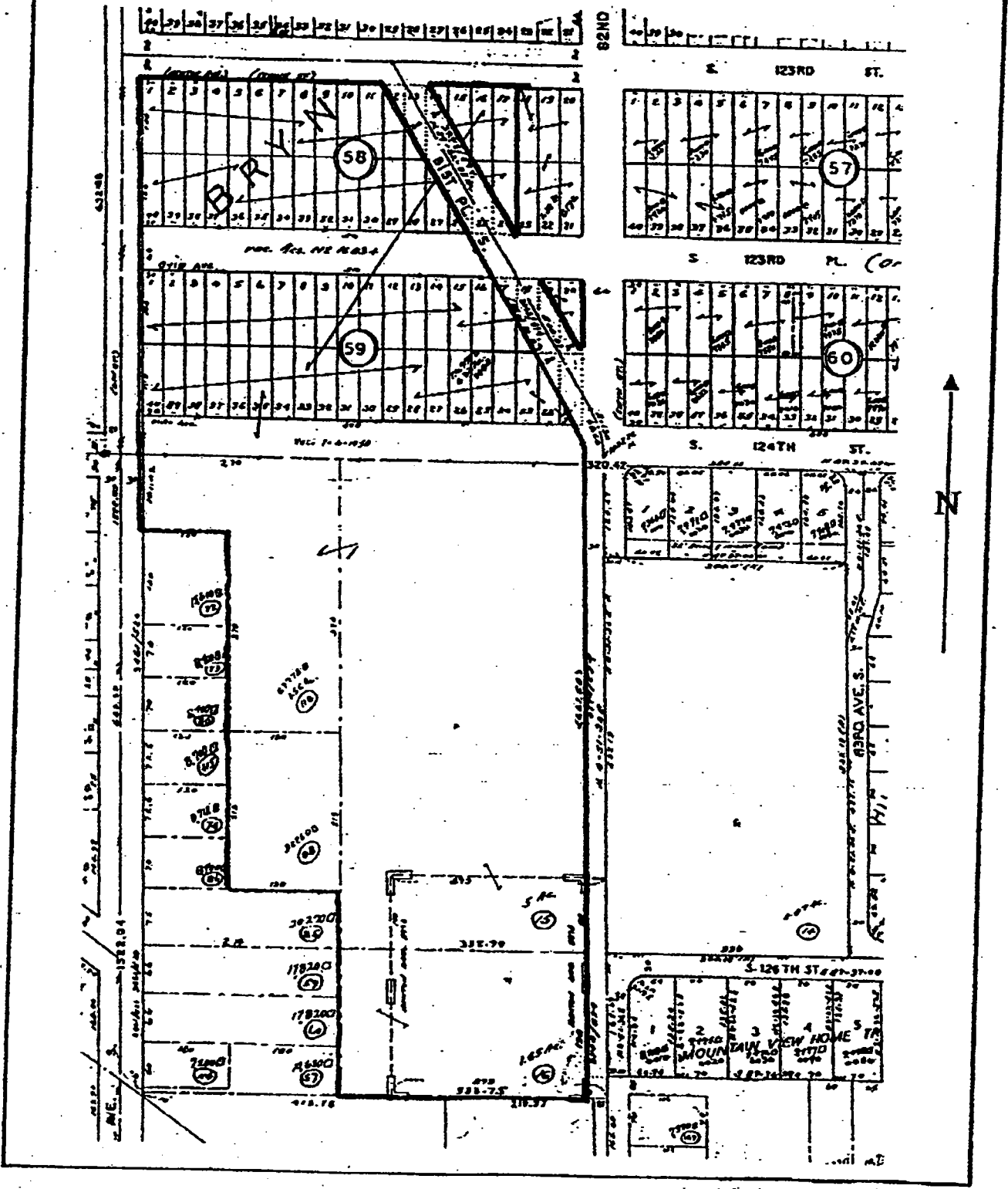
CHICAGO TITLE INSURANCE COMPANY

1800 COLUMBIA CENTER, 701 5TH AVE, SEATTLE, WASHINGTON 98104

14535 13038

IMPORTANT: This is not a Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

12-23-4



USE OF BUILDINGS, EQUIPMENT AND GROUNDS

The Board of Directors of the Renton School District considers school buildings and facilities to be property which is to be used in the best interests of the entire community.

Community use of Renton School District facilities shall be based on the following beliefs:

1. School facilities shall be primarily provided for the education of pupils.
2. Schools belong to the community and shall be available for other use, provided:
 - a. the activity shall not interfere with the educational program;
 - b. a recognized community or civic group shall process an application and assume responsibility and liability for the use and care of the requested school facilities;
 - c. the user shall agree to the conditions stipulated on the form "Application for Use of School Facilities".
3. The Superintendent is authorized to waive expenses and rental charges when the best interests of the community and the School District will be served.
4. Eligible organizations shall include:
 - a. school related groups under the sponsorship of school personnel;
 - b. youth groups, community activities and clubs, service organizations and cultural advancement groups; and
 - c. Democratic and Republican political organizations holding regularly scheduled party caucuses.
5. Private organizations may use school facilities only when their sponsorship shall promote some worthy educational, civic or charitable enterprise.
6. Community clubs, civic groups and private organizations may use the Renton VTI facilities, as available, when combined with contracted food services.
7. The following requests shall be referred to the Board of Directors:
 - a. private organizations not qualified under (5) above;
 - b. political use except as noted in 4(c); and
 - c. religious use.

POLICY ADOPTED: May 2, 1972
 REVISED: January 5, 1978
 REVISED: November 4, 1982
 REVISED: March 3, 1988
 REVISED: May 5, 1988
 REVISED: March 14, 1990

RENTON SCHOOL DISTRICT NO. 403

USE OF BUILDINGS, EQUIPMENT AND GROUNDS

13038

A. Application, Approval and Payment for Use of Facilities

1. Use of a school facility by an eligible organization shall be contingent upon submission and approval by both parties of a formal application. Forms are available through building principals, building managers and the Business Office. An application must be completed for every using group, whether or not a charge is involved. Availability is generally based on the order of request.
2. All information requested on the application must be furnished by the applicant, who must be a responsible and authorized representative of the group requesting the facility. A complete and detailed written resume' of proposed program may be a part of the application.
3. All applications must be approved by the building principal or designee. If the principal has a question regarding the organization and/or program, he should contact the Superintendent's Office.
4. The requesting party should be informed if there will be any rental and custodial charge and the rates, if such charges are necessary.
5. The organization making application will assume all responsibility for all damage to property and compliance with all regulations.
6. Preferably, reservations must be made at least two weeks in advance of the date desired.
7. Only that portion of the building rented and listed on the final application and approved by the School District will be available for use by the using organization.
8. Cancellations must be made one week in advance of rental date, or using organization may be responsible for rental fee and other expenses.
9. Any fees for use of school facilities shall be in accordance with the fee schedule in force at the time of application.
10. The District reserves the right to request payment of rental charges in advance. Where such advance payments are requested by the District they shall be paid to the Business Office before final approval is given. Charges must be paid within 30 days after receipt of billing by the Business Office.

14535

13038

1220 R (b)

Application, Approval and Payment for Use of Facilities (continued)

11. All billing and collections will be handled by the Business Office. The Business Office will add to any rental charge involved, custodial charges from the monthly time cards turned in by the building. All checks should be made payable to the Renton School District No. 403, and sent c/o the Business Office, 435 Main Avenue South, Renton, Washington, 98055. Any questions concerning rental charges should be referred to the Business Office.
12. Only the School District shall pay its employees for services rendered in connection with the rental of school facilities. School facilities are rented with the understanding that tipping of school personnel is not allowed.
13. A school key shall not be issued to any group authorized to use school facilities.
14. When the building or equipment is damaged or left in an unsatisfactory condition, the principal or designee shall notify the Director of Plant Facilities. The responsible group shall be billed through the Business Office for the cost of the repair and/or the cleaning of the facility and they shall be denied the use of school facilities until the payment is received.
15. Violation of the rules under which a permit is issued may be sufficient grounds for the cancellation of the permit and the denial of future permits to a group.
16. Religious organizations building new churches will be allowed to rent a school building for one year only. At the end of that period, renewal will be granted only if progress has been clearly demonstrated in attaining new facilities. The intent of the School Board is to help religious organizations to become established but not to furnish permanent housing. Such requests must be cleared by the Business Office before approval.
17. Permits will not be granted for the use of school facilities at which admission is to be charged or collection taken, or profit sought, unless such funds are used to cover verified costs of the event and any balance remaining directly channeled to educational, charitable, cultural, recreational or civic purposes in the Renton School District as approved by the School Board. The rental of the stadium is an exception to this rule in that there is no comparable site available locally.

Application, Approval and Payment for Use of Facilities (continued)

18. The School District requires organizations to hold the District harmless from liability as stated on the application form. In these cases, the District may request proof of liability insurance from the using organization.
19. Rental requests from organizations such as described below, shall be submitted through the Superintendent to the Board of Directors for approval:
 - a. all political organizations except for political party presidential caucuses;
 - b. those charging admission and/or seeking to make a profit where proceeds do not benefit groups (as cited in Item 17 above); and
 - c. rentals involving questions of liability, safety or public interest.
20. When rental of a building requires an unusual opening time for the building (e.g. Saturday morning), it shall be the responsibility of the building principal or building manager or his designee, to make proper notification to the electronic alarm company, and to assure that the alarm system is re-set when the building is closed.
21. The School District reserves the right to refuse the use of the school facilities to any group.
22. Approved applications for use of school facilities shall be revocable at the discretion of the building principal or building manager or the Board of Directors, and shall not be considered as a lease.

B. Rental Regulations

1. The hours of opening and closing buildings must be stated at the time the application is made. Buildings will be available and opened at these times only and when the designated supervisor is present.
2. If building use exceeds the time specified in the application, the District reserves the right to make an additional charge to cover expenses for the extra time.
3. All equipment, furniture and other school property will be protected and left in the same location and condition as originally found.
4. A designated District employee must be in the building immediately before, during and after school use by any group.
5. In school buildings where regular custodial help is not sufficient to handle the work involved in arranging furniture for meetings, the District will make an extra charge for this service unless the using organization provides a committee to do this work. (This provision applies especially to the use of folding chairs.) Prior arrangements are necessary.
6. The District will furnish the normal utilities and arrange for opening and closing of the building. Full supervision of those in attendance will be the responsibility of the using organization.
7. Boisterous conduct, profane or improper language and other objectionable practices will not be allowed and must be controlled by the using organization. Smoking shall be limited to such sections of the building designated by authorities. Narcotics are prohibited for possession or consumption on school premises and school grounds.
8. Use of alcoholic beverages on school property will be limited to Renton VTI banquet events in conjunction with food preparation/food services programs, limited to wine and beer only, and served on school premises. The applicant organization for facility use shall be responsible for obtaining the permit from the Liquor Control Board, and shall be responsible for monitoring and ensuring that excessive consumption shall not occur. The applicant organization will be responsible for liquor purchase, on-site delivery, and removal from the premises following the event. Renton VTI involvement will be limited to beverage chilling, providing of serving containers or glasses, service and cleanup; and Renton VTI personnel are expressly charged with responsibility to ensure that no Renton VTI students gain possession or engage in consumption of the beer or wine involved.
9. Using organizations must conform to all local police and fire department regulations. When appropriate, they will be required to notify fire and/or police departments of the dates and times the building is being used. Aisles and exits must be kept clear.

14535

1220 R (e)

13038

10. When large crowds are expected, it will be the responsibility of the using organization to notify local police or sheriff's department for aid in crowd and traffic control.
11. The using organization shall be responsible for control of parking and compliance with all local traffic ordinances. This especially applies to "No Parking" restrictions. Driveways must be kept clear and no parking allowed which would block them.
12. If tickets are sold for an event and sale exceeds the capacity of the room or auditorium, the using organization must be prepared to immediately refund money for tickets and refuse admittance beyond the normal capacity of the school facilities.
13. The using organization must provide supervision adequate to meet rental conditions.

C. Classification of Organizations and Groups (All groups must complete an application.)

** 1. FREE USE ORGANIZATIONS (except where custodial or other labor charges may be required)

Free use organizations are defined generally as non-commercial, non-profit, non-partisan (except as noted below), non-sectarian groups whose purpose and rental activity is to promote education and general welfare activities of the community. The Democratic and Republican Party political organizations holding regularly scheduled party caucuses are also considered free use. Following are some examples:

- After-hours student activities
- PTA meetings and activities
- Handicapped organizations
- Boy Scouts and Cub Scouts
- Girl Scouts, Campfire Girls and Bluebirds
- 4-H Clubs
- Little League
- Senior Citizens
- Elections Instruction
- City of Renton and King County Recreations and Athletic Councils
- First Aid Classes
- Music and Art organizations
- Renton School District alumni associations
- Junior Achievement
- Charitable associations; e.g. Orthopedic Guild, Civitan, Business and Professional Women, Altrusa, etc.
- Renton Little Theatre
- Civil Service Examinations
- College Entrance Tests
- Regularly scheduled Party caucuses

This list is illustrative only, and not necessarily limited to those listed. Definition may be clarified by building head.

** Applies only to buildings in general; does not apply to the Hazen pool, stadium, kitchens, special classrooms or special equipment.

14535

13038

1220 R (f)

2. PAYING ORGANIZATIONS

Paying organizations are defined generally as those which charge admission and/or place the school in the position of competing with private halls, auditoriums or other facilities and which are renting for political, religious or non-school related purposes.

D. SCHEDULE OF CHARGES

1. FACILITY CHARGES

Paying organizations (C-2 above) will be charged according to the following schedule unless modified by special contract with the Board of Directors:

<u>Facility</u>	<u>Elementary</u>	<u>Middle School</u>	<u>High School</u>
Auditorium			
Lindbergh High			\$50/hour
Renton High			\$50/hour
Full Gym or Multi-Purpose No showers (add custodial time for shower use)	\$15/hour	\$20/hour	\$25/hour
Cafeteria (Excl. Kitchen)	\$15/hour	\$15/hour	\$15/hour
Library	\$10/hour	\$20/hour	\$30/hour
Classrooms (avoid use whenever possible)	\$10/hour	\$10/hour	\$10/hour

Hourly rates shall be charged for actual time used, rounded to nearest quarter hour.

Renton Vocational-Technical Institute) Classroom: \$2.50 per hour
) Laboratory: 2.75 per hour
State of Federal Supported Programs or Services) Classroom: \$2.50 per hour
) Laboratory: 2.75 per hour
Community Service) No Charge

POLICY ADOPTED: May 2, 1972
Revision of charges: September 1, 1991

RENTON SCHOOL DISTRICT NO. 403

SCHEDULE OF CHARGES (continued)

2. SPECIAL CHARGES PER EVENT FOR PAYING ORGANIZATIONS

Persons providing services will be paid by the Business Office from fees charged. The District will provide an operator.

- * \$25.00 - high school gymnasium time clock
- 10.00 - projector
- 25.00 - football scoreboard
- * 15.00 - P.A. System
- * 10.00 - spotlights
- 4.50 - per hour for each stage hand
- 4.50 - per hour for each parking attendant
- * 12.00 - use of piano, plus moving and/or tuning when applicable

*Free use groups may be charged depending upon arrangements as approved by the building manager.

3. STADIUM RENTAL

Persons wishing to rent the Stadium should contact the Activities Office at 235-2423.

The following schedule of rental fees will be charged:

a. Free Use Organizations

1. Day

Track	No Charge
Field Practice or Game	Custodial or labor charges* as
Field Practice w/showers	required, PLUS Stadium Supervisor**
Meeting or Rally	at \$7.50 per hour
requiring field use	

2. Night

Night Practice or Game	Lights @ \$17.00 per hour and
Field Practice with	Custodial or labor charges* as
showers	required, PLUS Stadium Supervisor**
Meeting or Rally	at \$7.50 per hour

b. Paying Organizations

Rental fee - per Event per day

Hourly Rate (Field only)	\$70.00	PLUS Custodial and labor charges*
Locker Room (per hour)	10.00	as required, field lights @
Stands Only	160.00	\$15.00 per hour if needed and
Stands and Track	210.00	Stadium Supervisor** at \$7.50
Total Facility	700.00	per hour

When entering into Stadium rental agreements with paying organizations, the District reserves the right to negotiate a percentage of the gate in lieu of, or in addition to, the basic rental fee, when it is appropriate to do so.

* Labor charges may include cleanup crews at \$6.00 per hour per person as needed.

** Stadium Supervisor is a designated District employee who will be in attendance during activities.

SCHEDULE OF CHARGES (Continued)4. Kitchen Rental and Banquet Conditions for All Groups

a. All requests for the use of a kitchen must be made on an "Application for Use of School Facilities" form and confirmed by the Food Services Specialist at 235-2240.

b. A school district food service employee must be on duty. Arrangements are made by the Food Service Specialist. Charges will be made as follows:

- * 12.50 Regular time
- * 18.75 Time and one-half for work beyond 8 hours per day, or Saturday
- * 25.00 Double time for Sundays and Holidays

*A minimum of two hours will be charged

c. Where kitchens are used to prepare coffee and light refreshments a rental fee of \$30.00 is charged to paying organizations.

d. For large scale cooking, a rental fee of \$60.00 per event is charged, plus salary for necessary cafeteria personnel at rates shown in "b" above.

3. Custodial charges shall be in addition to the above.

5. Hazen Pool for All Groups

Pool rentals are arranged by the Pool Manager, 235-2227.

When the entire pool is rented on a hourly basis, \$13.20 per hour shall be charged. Prorated charges may be developed depending upon how the pool is used. Any exceptions must be approved by the Board of Directors.

In addition to this charge the District reserves the right to require that District personnel be hired for supervisory and/or custodial purposes.

6. School Use Restrictions

Motor scooters or motor bikes, go-carts, horses and golfing are prohibited on school grounds and property. The following notice shall be posted on all school grounds:

"Motor scooters, motor bikes, go-carts, horses and golfing are prohibited on school grounds by order of the Board of Directors."

14535

13038

1220R(i)

7. CUSTODIAL CHARGES

Custodial charges included in all rentals are normally defined by union agreement with the school district. As applied to rental of facilities, this includes:

* Regular time	20.00 per hour
* Time and one-half	30.00 per hour
1. Beyond normal work day	
2. 6th consecutive day	
* Double time	40.00 per hour
1. 7th consecutive day or Sunday	
2. Holidays as defined by union agreement	
3. Overtime exceeding 48 hours in a given week	

*Outside agencies will be charged a minimum of three hours.

RULES

Approved: January 5, 1978
Revised: May 30, 1978
August 29, 1979
August 29, 1980
August 3, 1982
August 22, 1983
January 1, 1985
August 27, 1986

RENTON SCHOOL DISTRICT NO. 403

Renton, Washington
May 1, 1989
September 1, 1989
September 1, 1990
September 1, 1991
September 1, 1995
September 1, 1996

E. Operational Procedures

1. As a general guideline, priority scheduling of the Administrative Center will be provided for Board and Superintendent initiated Renton School District activities of a districtwide nature.
2. As available, space will be provided for any District initiated activity requested by any administrator with districtwide responsibilities.
3. During negotiations negotiators are to have priority scheduling rights and rights of pre-empt for Room 3 and Room 5, EXCEPT for Board use of Room 3. When conflicts arise, the scheduling secretary will notify the parties who are pre-empted as soon as possible. It will be up to the party so notified to reschedule an alternate facility or time.
4. During working hours the scheduling secretary will attempt to keep one conference room available for emergency District meeting use.
5. District initiated inservice classes of an on-going nature which will tie up facilities on a recurring basis over more than a one week period may be assigned to the Ford Instructional Materials Center but will not be assigned to the Board Room.
6. Classes other than District initiated of an on-going nature which tie up facilities on a recurring basis over more than a one-week period and community uses other than Renton School District initiated will be referred to Renton High School unless they are specifically oriented to a particular neighborhood or particular locale in the community. In the latter two instances the request will be forwarded to the appropriate elementary, middle, or high school by the requesting party.
7. The scheduling secretary has the authority to assign and change rooms for greater accommodation of group size and task as needed.

14535

RULES AND REGULATIONS

13038

After school use of building and grounds

1. The Board of Directors of Renton School District No. 403 considers school buildings and facilities to be public property which is to be used in the best interests of the entire community. However, school functions will have priority over community requests in processing applications for school use.
2. Applications will not be approved for any meeting which may be in any way prejudicial to the best interests of the schools. Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. This shall include proper police and fire protection where necessary.
3. A paid school district employee must always be in the building during after school use of the facilities requested. (When a building custodian is engaged it is understood by Union contract, that the custodian must be paid a minimum of 3 hrs. overtime which includes 30 minutes to open the building and a minimum of 30 minutes to close and secure the building.)
4. Applications for use of facilities must be filed with the building principal at least one week, but not more than 45 days, prior to the date of need.
5. If possible, cancellations must be made one week in advance of rental date or applicant may be responsible for rental fee and other expenses.
6. Smoking is prohibited.
7. Profane language, possession or use of intoxicating liquor, boisterous conduct, betting or other forms of gambling shall not be permitted on school premises.
8. Decorations or application of material to walls or floors must receive special permission of the building principal.
9. Applicant must remove at his own expense all materials, equipment, furnishings or rubbish left after use of school facilities. The school district will provide only normal janitorial services in connection with the use of building or grounds. Custodians are on a regular work schedule in other areas of the building and are expected to complete their work during their regular shift.
10. Classroom use during the school year will not be allowed except by special permission of the building principal.
11. Facilities used shall be limited to those specified on the application. Additional or unusual services of the custodian or other district employees must be discussed with the building principal and indicated on the application. Custodians do not have authority to permit use of facilities or equipment not indicated on the application.
12. Rentals must be paid in advance of rental date unless other arrangements are made at the time of application. Other charges shall be paid promptly after billing by the school district.
13. Approved applications for the use of school facilities shall be revocable at the discretion of the building principal or the Board of Directors and shall not be considered as a lease.
14. Tipping of school personnel is not allowed. Only the school district shall pay employees for services rendered in connection with the rental of school facilities.
15. Funds received from admissions or collections, shall be used to cover minimum costs of the meeting and any balance remaining must be devoted to educational, charitable, cultural, recreational or civic purposes in the Renton School District as approved by the School Board. Applicant shall leave a financial statement of revenue and expenses with the building principal.
16. Gym shoes are required in gymnasiums for all activity-type games such as basketball, volleyball and badminton.
17. The applicant must exercise the utmost care in the use of school premises and must save the Renton School District harmless from all liability resulting from the use of requested facilities.
18. It shall be the responsibility of the renting party to report in writing to the principal any accidents or injuries suffered by individuals during the use of school district facilities.
19. Any destruction of school district property occurring during the use of district facilities must be reported in writing to the principal.

14535

RENTON SCHOOL DISTRICT No. 403
435 Main Avenue South
Renton, Washington 98055

13038

APPLICATION FOR USE OF SCHOOL FACILITIES

FACILITY REQUESTED _____

No. _____

SCHOOL: _____ AREA: _____ EQUIPMENT: _____

BEGINNING DATE _____ DAY(S) OF THE WEEK _____

ENDING DATE _____ HOURS: FROM _____ TO _____

QUOTED RATE OF CHARGES: BASIC RENTAL _____ per hour _____

NO CHARGE INVOLVED:

EQUIPMENT _____

CUSTODIAL TIME _____ per hour _____

(RENTAL FEES SHALL BE DETERMINED BY THE LATEST ESTABLISHED RENTAL RATES)

ADVANCE PAYMENT MADE WITH APPLICATION: \$ _____

ADDITIONAL CHARGES TO BE BILLED TO:

NAME _____ PHONE (home) _____ (work) _____

ADDRESS (street) _____ CITY _____ ZIP _____

ORGANIZATION MAKING REQUEST: _____

PURPOSE FOR WHICH FACILITY WILL BE USED: _____

APPROXIMATE NUMBER EXPECTED: _____

WILL THERE BE AN ADMISSION, COLLECTION OR FUNDS SOLICITED? YES NO

If yes, for what purpose will proceeds be used? _____

WHAT TYPE OF SUPERVISION WILL BE PROVIDED? _____

AGREEMENT: The undersigned hereby makes application to Renton School District No. 403 for use of school facilities described above and certifies that the information given in the application is correct. The undersigned further states that he has the authority to make this application for the applicant, and agrees that the applicant will observe all rules and regulations of the Board of Education and of the Principal of the School in which the facilities are requested. The applicant agrees to exercise the utmost care in the use of the school premises and property and to save the Renton School District harmless from all liability resulting from use of said facilities and further agrees to use ONLY those facilities indicated above. Applicant further agrees to read and abide by the Rules and Regulations set forth on the back of this application. If requested, the applicant is required to furnish the Renton School District with proof of Liability Insurance in amounts of not less than \$500,000 each Occurrence and \$1,000,000 Aggregate Bodily Injury and Property Damage Liability and such policy shall acknowledge that the Hold Harmless clause contained in this agreement is insured therein. It is further agreed the Renton School District shall be shown as an Additional Insured.

SIGNED: _____

(Building Principal)

ADDRESS: _____

DATE _____

CITY: _____ ZIP: _____

PHONE: _____

APPROVED _____

(Business Office/Board)

DATE: _____

DATE _____

DISTRIBUTION AFTER COMPLETION:

- WHITE - Applicant's copy
- GREEN - Business Office
- CANARY - Maintenance Dept.
- PINK - Principal's copy
- GOLDENROD - Confirming

TO BE COMPLETED AFTER USE OF FACILITY

Hours of actual use: from _____ to _____

Custodial hours: from _____ to _____

14535

13038

EXHIBIT J

EXAMPLES OF STUDENT ORIENTED PROGRAMS
FOCUSING ON STUDENTS AT DIMMITT MIDDLE SCHOOL

This listing is intended to be an example, not an all-inclusive listing, of the kinds of programs King County will provide for youth and teens at the West Hill Community Center and adjacent Dimmitt Middle School. Programs are designed to give participants the opportunity to explore, experience, and appreciate a wide variety of activities as they learn more about themselves, their unique talents, and their community. Emphasis will be placed on appreciation and understanding of diverse cultures and values.

Programs will be offered on a scheduled basis and may be structured as workshops, performances, special events, discussion groups, or a series of classes. There is also dedicated space and time for informal socializing, youth/staff interaction or for youth to choose their own activities such as small and large table games or to explore resource materials.

Examples of Programs:

Performing Arts: Dance, drama, music, touring performances

Visual Arts: Multi-media, drawing, painting, cartooning, photography

Crafts/Homeskills: Sewing, decorations/decorating, jewelry, knitting, weaving, woodworking, cooking, home repair, (use of technology center at school for related projects)

Literacy: Homework help, student mentoring, computers, journalism, poetry, writing

Fitness/Athletics: Fitness, self defense, basketball, volleyball, softball/baseball, tennis, badminton; skill development, informal play or competition between other facilities

Life Skills: Communication and communication styles, trust building, negotiating, creative problem solving, teambuilding, motivation, leadership, goal setting, pre-employment, community service projects

Special Events: Programs that honor community or culturally significant dates with activities that reflect the different ways people celebrate. Also opportunities to bring unique outreach resources from educational institutions such as the Woodland Park Zoo, Pacific Science Center, Museum of Flight, Seattle Children's Museum, etc., into the facility.