

ATTACHMENT A:

LEASE AGREEMENT

LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”) is made between MOUNTAIN VIEW FIRE AND RESCUE, a Washington State municipal corporation (“Landlord”), and KING COUNTY, a home rule charter the County and political subdivision of the State of Washington (“Tenant” or “the County”). The parties are sometimes referred to together as “Parties” or individually as “Party.”

RECITALS

- A. Under a prior lease, the County paid Landlord \$576.88 per month for premises further defined below. The County desires to pay Landlord a lump sum payment to reconcile the amount paid per month from January 1, 2024 to the Lease Commencement Date, as defined below, and the rental rate contemplated by this Lease.
- B. Landlord intends to declare Landlord’s real property surplus and sell such property. The County acknowledges this intent and recognizes that the Landlord may not grant any extensions beyond the initial five-year term of this Lease.
- C. The Parties acknowledge that consistent with King County Code 4A.100.070.D.4.a. this Lease requires approval from King County Council prior to execution.

NOW THEREFORE, the Parties agree as follows:

1 Basic Lease Information

- 1.1 Lease Date: January 1, 2024 (for reference purposes only)
- 1.2 Landlord: Mountain View Fire and Rescue, a Washington State municipal corporation.
- 1.3 Tenant: King County
- 1.4 Buildings: A fire station building, and a garage storage bay building located at 39404 244th Ave SE, Enumclaw, Washington 98022, on that certain real property that is legally described on the attached Exhibit A (“Real Property”).
- 1.5 Premises: The area depicted on the attached Exhibit B, containing a approximately 1,000 square feet of exclusive use space and a approximately 1,000 square feet of shared use space. The “Facility” as referred to herein includes all buildings and grounds associated w with the fire station as legally described in Exhibit A of the Real Property. The Premises consist of:

- 1.5.1 Sleeping quarters consisting of two (2) dormitory rooms. The County will provide its own lockers, desks, and beds in the dormitory rooms.
- 1.5.2 One (1) office including a desk and chair.
- 1.5.3 One (1) toilet room with shower.
- 1.5.4 Two (2) garage spaces to accommodate two medic units inside the truck bays.
- 1.5.5 One (1) secure EMS Storage Room.
- 1.5.6 One (1) Open Stage Area.

1.6 Permitted Use: Support for 24-hour emergency medical services (EMS), including vehicle parking for personnel and emergency vehicles, dormitory space, and access to the foregoing, and/or any other legally permissible uses.

1.7 Initial Term: Five (5) Years.

1.8 Extended Term(s): Five (5) options to extend of one (1) year per option subject to requirements in Section 3.3.

1.9 Lease Commencement Date: See Section 3.1.

1.10 Rent Commencement Date: The Rent Commencement Date shall be the same as the Lease Commencement Date.

1.11 Expiration Date: See Section 3.1.

1.12 Base Rent: Base Rent shall be \$1,545.00 per month. Base Rent shall be adjusted each January 1 by the lesser of 3% or 100% of the annual increase, if any, in the CPI-W for Seattle-Tacoma-Bellevue, as published in June of the previous year.

1.13 Security Deposit: None.

1.14 Landlord's Address for Notices:

Mountain View Fire and Rescue
 Dawn Judkins, Fire Chief
 32316 148th Avenue S.E.,
 Auburn, WA 98092
 Email: DJudkins@mvfire.org

1.15 The County's Address for Notices:

King County
Attn: Real Estate Services
401 Fifth Avenue, Suite 930
Email: RES-LeaseAdmin@kingcounty.gov

Notwithstanding anything in Section 1.14 or this Section 1.15 to the contrary, a Party may provide notice by email only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt (or both). Notices are given on the date of such mailing. If a Party disputes the delivery or receipt of notice by email, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

2 Premises and Description of Leased Areas

- 2.1 Landlord hereby leases the Premises to the County for the Initial Term set forth above. Tenant, at its sole option, may elect to remeasure the Premises pursuant to the most recent, applicable measurement methodology published by the Building Owners and Managers Association (BOMA), and if the rentable square footage of the Premises varies from that set forth in Section 1.5 above, the Parties hereto shall promptly amend this Lease to modify any variables that are dependent upon the same. Landlord warrants that the Premises shall be delivered (i) in good operating condition, including but not limited to all mechanical, electrical, plumbing, and other systems serving the Premises; (ii) in compliance with all applicable laws, codes, ordinances, and regulations; and (iii) free of any Hazardous Material (as further defined in Section 24 below). To the extent that the Premises fails to comply with the prior sentence as of the Lease Commencement Date (without limiting any other rights or remedies that the County may have under this Lease and/or at law), Landlord shall promptly correct the same at its sole cost and expense. Provided, however, the County shall be responsible for and shall promptly repair any damages to the Premises due to the County, its employees, invitees, and agents' negligence or intentional actions.
- 2.2 Landlord also grants the County a nonexclusive license to use those portions of the Real Property made available from time to time by Landlord for the common use and enjoyment of the County and its guests and invitees (the "Common Areas"). Landlord may perform all such acts in and to the Common Areas as Landlord determines in its reasonable discretion should be performed, including without limitation reconfiguring and temporarily closing the Common Areas from time to time, so long as Landlord does not adversely affect the County's use and enjoyment of the Premises. Common Areas include access to and use of:
- 2.2.1 Bathroom/shower facilities for both sexes, in addition to the toilet and shower in the Premises.
 - 2.2.2 Office space including desks and chairs.
 - 2.2.3 Kitchen facilities, dining area, and day use rooms.

2.2.4 Access to and use of laundry facilities.

2.2.5 Access to and use of exercise equipment.

3 Term

3.1 Commencement Date. This Lease shall commence on the first day of the month following this Lease's execution by both Parties ("Lease Commencement Date"), which shall be confirmed in a Confirmation of Lease Commencement Date Letter substantially in the form as that contained in **Exhibit C.**

3.2 Expiration Date. This Lease shall expire on December 31, 2028.

3.3 Extension Options. If the County and Landlord (in its sole and absolute discretion) agree in writing, the County will be granted the option to extend the initial Term for FIVE successive periods of TWELVE (12) months each ("Extended Term"). This option to extend may be exercised by the County and Landlord agreeing in writing no more than six (6) months and no less than three (3) months prior to the last day of then current term. The County's extension option shall apply to all of the Premises then leased by the County under this Lease. From and after the commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that Base Rent for the Extended Term shall be increased as described in Section 1.12 above.

4 Permitted Use.

The Premises may be used by the County for the uses set forth in Section 1.6 above. Landlord represents and warrants to the County that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5 Rent.

5.1 The County covenants and agrees to pay Landlord, at Landlord's Address for Notices set forth in Section 1.14, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Initial and Extended Terms (the "Base Rent"). Base Rent for any fractional calendar month at the beginning or end of any term shall be prorated. Base Rent Extended Term: In the event the Parties agree to grant the County the option to extend as provided in Section 3.3. Base Rent shall be adjusted each January 1 by the lesser of 3% or 100% of the annual increase, if any, in the CPI-W for Seattle-Tacoma-Bellevue, as published in June of the previous year.

5.2 The County will pay a lump sum payment to reconcile the difference in the previous rental rate and the rate contemplated by this Lease for the period of January 1, 2024 to the Lease Commencement Date. The amount of the lump sum payment will be calculated by multiplying the rental rate difference by the number of applicable months, as shown below.

\$1500.00 (this Lease's rental rate)

– \$576.88 (rate paid from January 1, 2024)

\$923.12 (difference to be multiplied by the number of months between January 1, 2024 and December 31, 2024)

\$1545.00 (this Lease's rental rate for 2025)

– \$576.88 (rate paid from January 1, 2024)

\$968.12 (difference to be multiplied by the number of months between January 1, 2025 and the Lease Commencement date)

6 **Security Deposit.** None.

7 **Utilities and Services.**

Either Party may request changes in the services to be performed or provided hereunder. Mutually agreed upon changes must be incorporated by written amendment to this agreement and signed by both Parties.

7.1 *Landlord Utility and Maintenance Responsibilities.* The Landlord shall at all times furnish Premises and Common Areas with and directly pay for:

7.1.1 Water. Water at those points of supply provided for general use of the County and Landlord in Premises and Buildings.

7.1.2 Sewer Service. All sewer services to the Buildings and Premises.

7.1.3 Heating, Lighting, and Propane. Landlord shall pay for and provide heating, lighting, cooling, and propane-supported services for the Premises and Buildings at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Premises and Buildings on a 24-hour basis.

7.1.4 Standby Power. The Premises and Real Property has an emergency generator available to provide backup power to the building. Landlord shall provide and pay for the regular maintenance and upkeep for a functioning backup power system.

7.1.5 Parking. The Landlord shall provide private vehicle parking for the on-duty paramedic personnel on Landlord's Real Property.

- 7.1.6 Storage Space. The Landlord will provide storage space for limited storage of “non-controlled” operational supplies, to include oxygen storage units and/or bio waste storage units as mutually agreed to with the County’s designee.
- 7.1.7 Telephone and Network Services. The Landlord will furnish the County with Landlord’s telephone and network services for sending and receiving data and emergency support activities.
- 7.1.8 Buildings, Real Property Repair Obligations. Landlord shall maintain, repair and replace, if necessary, the Buildings; all Buildings systems, including but not limited to interior lighting (including replacement of light bulbs, ballasts and starters as required); plumbing, heating; ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Buildings (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (examples include fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.). Provided, however, the County shall be responsible for and shall promptly repair any damages to the Premises due to the County, its employee, invitees and agents’ negligence or intentional actions.
- 7.2 *The County’s Utility and Maintenance Responsibilities*. The County shall bear the costs directly and shall be responsible for:
- 7.2.1 Security. The County shall provide for the security of all pharmaceutical supplies including controlled substances. Security measures shall ensure that these items are accessible the County personnel only. The County is not responsible for third party actions related to the pharmaceutical supplies, including controlled substances, except in the case of its negligence. The County will comply with all applicable state, federal, and local laws regarding the storage and security of controlled substances.
- 7.2.2 Buildings and Real Property Maintenance. The County shall require all its personnel assigned to this location to participate in the daily and weekly housekeeping duties and other periodic cleaning of the Real Property in cooperation with Landlord’s personnel.
- 7.2.3 Waste Removal. The County shall provide a waste receptacle and collection service for all waste and the County shall be responsible for disposal of all of its medical waste.

7.2.4 Premises' Maintenance and Non-Structural Repairs. Subject to Landlord's obligations under this Lease, the County shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner.

7.2.5 Electricity. In the event the County uses the electrical service on premises for charging vehicles or apparatus beyond the current use for the front line medic unit and reserve medic unit, the County shall be responsible for all electricity costs serving the premises.

8 Operating Costs.

Each Party is responsible for and shall pay for, the costs to service, maintain, and repair the Premises and Buildings as outlined in Section 7.

9 Maintenance and Repairs.

Each Party is responsible for and shall pay for, the costs to service, maintain, and repair the Premises and Buildings as outlined in Section 7.

10 Sublease and Assignment.

The County may not assign this Lease in whole or in part, or sublet all or any portion of the Premises.

11 Alterations and Improvements.

The County may not perform alterations and/or improvements to the Premises.

12 Damage and Destruction.

In the event the Premises or the Buildings are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises or Buildings in the County's sole judgment, unfit for occupancy or the County's intended purpose, and the Landlord neglects or refuses (in its sole and absolute discretion) to restore the Premises to its former condition within ninety (90) days of such damage or destruction, the County may terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, Landlord and the County shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises until such time that Landlord restores the Premises to its pre-casualty condition. If, in the sole discretion of the County, the untenable portion of the Premises or the Buildings renders the Premises unusable for the Permitted Use, the County may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13 Condemnation.

If any portion of the Premises or Real Property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Real Property) which is necessary, in the County's sole judgment, for the County's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Real Property, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or the County as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Real Property necessary for the County's occupancy or intended use that does not render them, in the County's sole judgment, untenable, then this Lease shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the County, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, the County shall be entitled to terminate this Lease upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Buildings and the County shall make no claim for the value of its leasehold. The County shall be permitted to make a separate claim against the condemning authority for moving expenses if the County terminates the Lease under this section, provided that in no event shall the County's claim reduce Landlord's award.

14 Indemnity and Hold Harmless.

Each Party shall defend, indemnify, and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss, or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers, and employees, arising out of or incidental to the exercise of rights and obligations under this Lease. Where such Claims result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this Section 12 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party's only, any immunity that would otherwise be available against such Claims under the industrial insurance provisions of Title 51 RCW. In the event it is necessary for the indemnified Party to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Section 12, all such reasonable fees, expenses and costs shall be recoverable from the indemnifying Party, but only to the extent of the indemnifying party's negligence when any Claims result from the concurrent negligence of the Parties.

15 Insurance.

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

16 Dispute Resolution and Mediation.

- 16.1 The Parties agree to use their best efforts to resolve disputes regarding this Lease in an economic and time-efficient manner to advance the purposes of this Lease. In the event that a dispute arises between Landlord and the County, the Parties shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Lease are not frustrated, and so that any design, planning, construction, or use of the Real Property is not delayed or interrupted. Provided, that nothing in this Lease shall otherwise limit the Parties' legal, equitable, or other rights or remedies.
- 16.2 Landlord and Tenant agree that if any dispute arise concerning this Lease both Parties may jointly elect to submit the dispute to mediation. Notwithstanding the foregoing, nothing herein shall be construed as a condition precedent for either Party to seek legal or equitable relief by initiating a legal action. Landlord and Tenant shall each bear their respective costs of mediation.

17 Liens.

Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord, and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages, and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

18 Quiet Possession.

Landlord covenants and agrees that the County, upon performance of all The County's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the other terms and provision of this Lease and subject to all underlying leases and other underlying matters of record to which this Lease is or may become subject.

19 Holding Over.

If, the County holds possession of the Premises after the Initial Term or Extended Term of this Lease or any extension thereof without Landlord's written consent (which consent may be withheld in Landlord's sole and absolute discretion), the County shall become a lessee on a month-to-month basis upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by the County at the expiration of the Initial Term or Extended Term of this Lease or any extension thereof. and subject to the continued application of all of the provisions of paragraphs five and six herein, payable in advance on the first day of each month. Landlord may initiate any necessary legal proceedings to evict the County if the County holds over without Landlord's written consent.

20 Non-Discrimination.

Neither Landlord nor Tenant shall discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord and Tenant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be

considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County.

21 Default.

21.1 Following the Lease Commencement Date, the occurrence of any one or more of the following events shall constitute a “Default” by the County and shall give rise to Landlord remedies set forth below:

- (i) failure to pay when due all or any portion of Rent, if the failure continues for three (3) business days after written notice to the County;
- (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than thirty (30) days following notice from Landlord (provided, if the nature of Tenant’s failure is such that more time is reasonably required in order to cure, Tenant shall not be in default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion);
- (iii) failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Premises or Real Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates;
- (iv) abandonment and vacation of the Premises (failure to occupy and operate the Lease Premises for ten (10) consecutive days).

The occurrence of any of the aforementioned events of default shall not under any circumstance excuse or relieve the County from any of its obligations under this Lease, including payment of Rent.

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

22 Remedies.

22.1 If the County defaults on its obligations, Landlord shall have the right without notice or demand (except as provided in Sections 15 and 16) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. Landlord may elect to terminate this Lease and the County’s right to possession, at any time following a default and upon sixty (60) days written notice to the County.

- 22.2 In the event of any such reentry by Landlord, the County may, at Landlord's option, require the County to remove from the Premises any of the County's property located thereon. If the County fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Lease Premises and place the same elsewhere in the Buildings or in storage in a public warehouse at the cost, expense and risk of the County with authority to the warehouseman to sell the same in the event that The County shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and the County hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.
- 22.3 Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.
- 22.4 Default by Landlord and the County's Remedies.
- 22.4.1 Landlord's failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from the County setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions, or if more than thirty (30) days is required to cure the breach, Landlord's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.
- 22.4.2 If Landlord commits a default that materially affects Tenant's use of the Premises, and Landlord has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), the County may, without waiving any claim for damages for breach of agreement, thereafter cure the default. Such notice shall include notice of the County's plans to undertake the cure if Landlord does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Landlord, and Landlord shall reimburse the County for these costs. Landlord shall reimburse Tenant within thirty (30) days after completion of the cure and invoice to Landlord itemizing the costs of cure. If the County disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Landlord notifying the County it disputes the County cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing Party shall

be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

23 Costs and Attorneys' Fees.

If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing Party shall pay the prevailing Party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

24 Hazardous Material.

24.1 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, Chapter 70A.305 RCW ("MTCA"); the Washington Hazardous Waste Management Act, Chapter 70A.300RCW; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to the County that there is no Hazardous Material on, in, or under the Premises or the Real Property as of the Lease Commencement Date. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law and (ii) shall indemnify, defend, and hold the County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred either during or after the Lease term as the result of such release.

24.3 The County shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property, by its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes, and ordinances. If the County breaches the obligations stated in the preceding sentence, then the County shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred either during or after the Lease term ("Environmental Claims") to the extent that said Environmental Claims are a result of said

breach. The County shall promptly notify Landlord of any inquiry, investigation or notice that the County may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by the County, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, the County shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that the County shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on the County by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other Parties, nothing in this Lease shall prevent the County from seeking to recover costs, expenses or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other Parties.

24.5 Landlord shall remediate any Hazardous Material discovered in the course of carrying out Landlord's obligations at Landlord's sole cost and expense.

24.6 Each of the parties agrees that its obligations under this Section 18 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

24.7 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease.

24.8 All claims, judgements, damages, penalties, fines, costs, liabilities, and losses involving the release or presence of Hazardous Material shall be subject to this Section 24, and not the indemnity and liability provisions of Section 14.

25 General.

25.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and the County and their respective heirs, executors, administrators, successors and assigns.

25.2 Brokers' Fees. The County represents and warrants to Landlord that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to

have been made by or on behalf of the County. Landlord represents and warrants to the County that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease and shall indemnify and hold harmless the County against any loss, cost, liability, or expense incurred by the County as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

- 25.3 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and the County relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and The County.
- 25.4 Severability. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision of this Lease.
- 25.5 Force Majeure. Time periods for either Party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the Party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war, or other strife.
- 25.6 Governing Law. Any and all claims relating to this Lease shall be governed by the substantive and procedural laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The sole and exclusive venue for any action arising from or related to this Lease shall be in the Superior Court of King County, Washington, and the Parties hereby agree to the personal jurisdiction of such court.
- 25.7 Addenda/Exhibits. The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:
- Exhibit A: Legal Description
 - Exhibit B: Diagram of Premises and Common Areas
 - Exhibit C: Lease Commencement and Expiration Letter
- 25.8 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

26 Early Termination.

Tenant may unilaterally terminate this Lease based on Tenant's sole determination that demographic or jurisdictional changes, political decisions, or regional response needs

necessitate a change in station location to ensure adequate delivery of EMS services. The right to early terminate under this Section 26 may be exercised by Tenant by giving Landlord written notice no more than twelve (12) months and no less than three (3) months prior to the early termination date. Tenant shall not be subject to any obligation under this Lease to pay any termination penalties.

27 Signage.

The County shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. The County shall install any approved signage at The County's sole cost and expense and in compliance with all applicable laws.

28 Self Help.

Notwithstanding anything to the contrary, if Landlord fails to make and complete any maintenance or repair obligation of Landlord within twenty four (24) hours of notice from The County with respect to any item of maintenance or repair that is deemed necessary the County for its use of the Premises, or within thirty (30) days of notice from The County with respect to any other Landlord maintenance or repair obligation, then The County shall be entitled to take such actions and make such repairs to the Premises, Buildings or property associated with the same, as The County may deem necessary to correct such interruption, and Landlord shall reimburse The County for the cost of the same within thirty (30) days of invoice.

29 Subordination, Nondisturbance, and Attornment.

This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, the Buildings, and The County agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, Landlord or beneficiary agrees in a written instrument in form and substance satisfactory the County that The County's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

30 Rules and Regulations. Reserved.

31 Estoppel Certificates.

Upon Landlord's written request, the County will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known the County, and, if so,

specifying the same; and (e) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may reasonably request. Nothing herein shall, be construed to create or impose a duty upon the County to conduct an investigation or incur any out-of-pocket costs in responding to Landlord's request for an estoppel certificate. For purposes of clause (d) of the preceding sentence, the County's knowledge may be limited to the actual knowledge of an authorized representative the County with responsibility for the administration of this Lease. The County will deliver the statement to Landlord within fifteen (15) business days after Landlord's request. Landlord may give any such statement the County to any lender, prospective lender, investor or purchaser of all or any part of the Premises or Buildings and any such Party may conclusively rely upon such statement as true and correct.

32 Holding-Over.

If the County holds possession of the Premises after the Initial or Extended Term of this Lease or any extension thereof without Landlord's written consent (which consent may be withheld in Landlord's sole and absolute discretion), the County shall become a tenant from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by the County at the expiration of the term of this Lease or any extension thereof Landlord may initiate any necessary legal proceedings to evict the County if it holds over without Landlord's written consent.

33 Surrender of Premises.

At the end of the Initial Term of this Lease, the any extension thereof, or other sooner termination, the County will peaceably deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and the County will deliver all keys to the Premises to Landlord. The County shall also remove all equipment, trade fixtures, and personal property from the Premises. At the County's election, the County may, but shall not be required to, remove any alterations installed by the County or elements of the County's improvements at no cost to Landlord, provided that the County shall repair any damaged to the Premises caused by such removal.

SIGNATURES FOLLOWING

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

Landlord:

MOUNTAIN VIEW FIRE AND RESCUE, a fire protection district

By: Dawn Judkins
Name: Dawn Judkins
Title: Fire Chief
Date 2/5/2025

The County:

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

By: _____
Name: _____
Title: _____
Date _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)

) ss.

The County OF KING)

I certify that I know or have satisfactory evidence that DAWLE JUDKINS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the FIRE CHIEF of MVF + R, a FIRE DISTRICT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

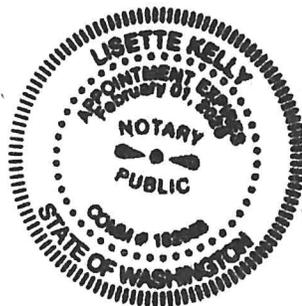
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5 day of FEBRUARY, 2025.

Notary Public

Print Name LISETTE KELLY

My commission expires FEBRUARY 01, 2028

(Use this space for notarial stamp/seal)



STATE OF WASHINGTON)

) ss.

The County OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2025.

Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)

Exhibit A

LEGAL DESCRIPTION

N1/2 OF SW1/4 OF NW1/4 OF SW 1/4 SEC 2-20-6 LESS W 42 FT & LESS POR DAF
- BAAP WCH BRS N 00-21-36 E 1653.45 FT FRM SW COR SD SEC 2 TH E 42 FT
TO TPOB TH N 00-21-36 E 44 FT TH S 89-16-24 E 618.90 FT M/L TO NE COR OF S
1/2 OF SW1/4 OF NW1/4 OF SD SW1/4 TH WLY ALG N LN SD SUBD TO TPOB

Photos of the Premises



Exhibit B

DIAGRAM OF PREMISES AND COMMON SPACES

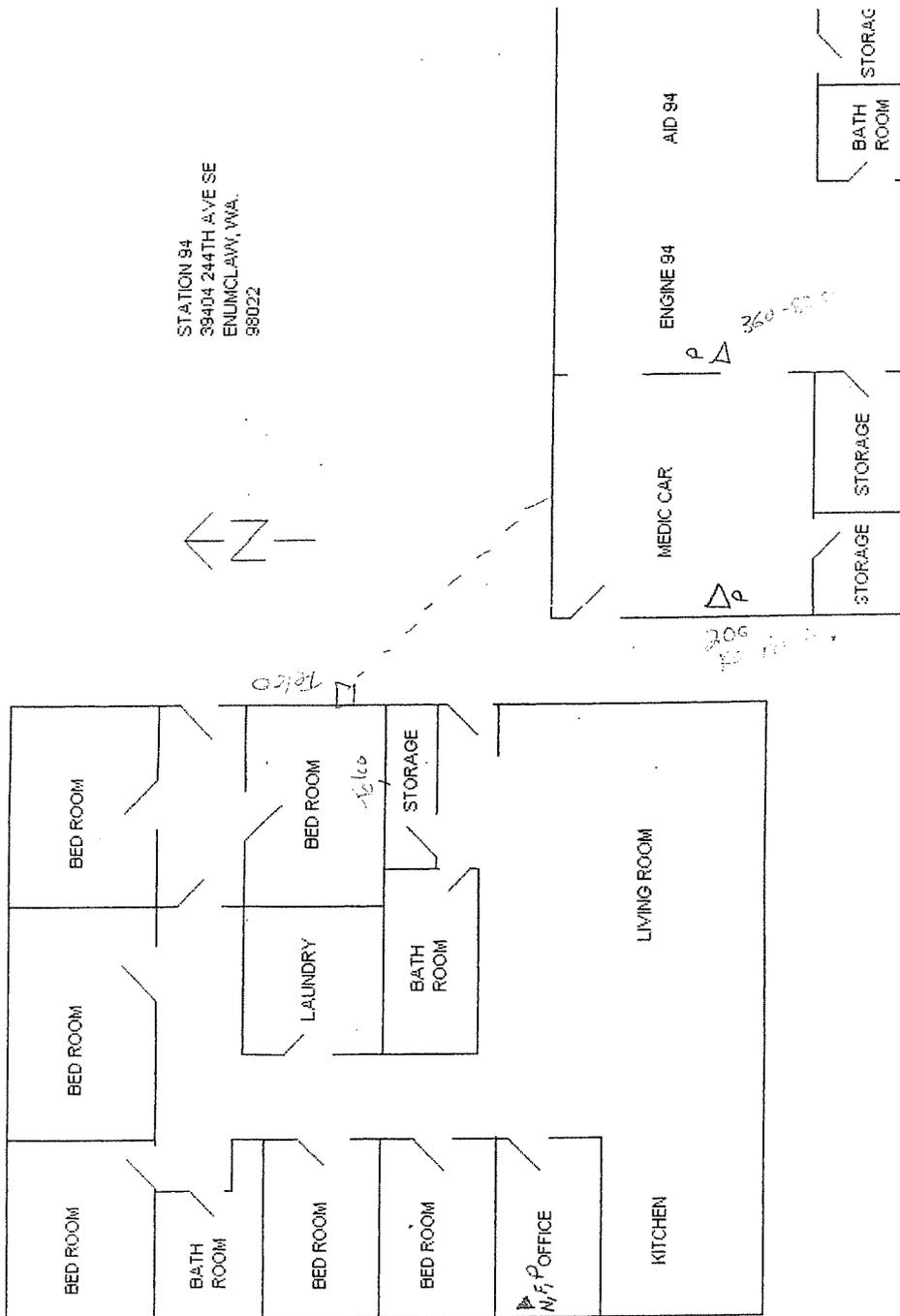


EXHIBIT C



King County
Facilities Management Division
Anthony Wright, Division Director
Department of Executive Services
500 Fourth Avenue, Room 800
Seattle, WA 98104
Phone: (206) 477-9352
Fax: (206) 205-5070

CONFIRMATION OF LEASE COMMENCEMENT DATE LETTER

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

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

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

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

Base Rent:

| Lease Months | Dates | Monthly Rent |
|--------------|-------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |

ACKNOWLEDGEMENTS:

| | |
|----------|--------|
| LANDLORD | TENANT |
| By: | By: |
| Name: | Name: |
| Date: | Date: |