

ATTACHMENT A:

EASEMENT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective upon the date the Agreement is fully executed by the Parties ("Effective Date"), by and between King County, a political subdivision of the State of Washington ("Grantor") and Seattle School District No. 1, a Washington state municipal corporation ("Grantee"). Grantor and Grantee may each be referred to in this Agreement collectively as the "Parties" or individually as a "Party."

RECITALS

A. Grantor is the owner of the real property located in King County, Washington and legally described on the attached **Exhibit A** (the "**Grantor Property**").

B. Grantor has constructed, or will construct, the King County Children and Family Justice Center on the Grantor Property, (the "**Project**");

C. Grantee operates the public school system in the City of Seattle and desires to operate a public school for children ages 14-18 who are unable to attend regular school which shall be located in a portion of the Project (the "**Alder School**");

D. Grantor and Grantee have entered into the agreement which provides for, among other things, sharing of expenses relating to the Alder School and maintenance and upkeep of the Alder School (the "**Operating Agreement**").

E. Prior to the commencement of this Agreement, the Alder School operated in a temporary location under a separate agreement. Upon substantial completion of the Project, the Alder School will relocate to its permanent location in the Project at the sole cost and expense of the Grantee as more particularly set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. The Alder School Easement.** Grantor hereby grants a temporary, nonexclusive easement, (the "**Alder School Easement**") to Grantee for the purpose of operating the Alder School on the Grantor Property in the location legally described in **Exhibit B** and depicted in **Exhibit C**, (the "**Premises**"). Within the Premises, King County will construct four classrooms (one of which will be a special education classroom), two bathrooms for students, one multi-purpose room, a reception waiting area, a school office, one bathroom for staff, a copy room, and one supply storage/teacher work room. These rooms/areas will occupy the entire 5,614 square feet of the Premises. Grantee accepts the Premises in its as-is/where-is condition. Any alterations to the Premises are subject to the Operating Agreement attached as Exhibit D.
- 2. The Ingress and Egress Route.** Grantor hereby grants to Grantee the right to access the Premises during the hours of 7:00 AM to 5:00 PM Monday – Friday, except on national holidays, over and across the Project as depicted in **Exhibit C** and detailed in the Operating Agreement attached as **Exhibit D**. Hours of operation of the Project or

ingress and egress routes (and all of them) are subject to change from time to time at Grantor's sole discretion with notice to Grantee.

3. Consideration. Grantee shall pay Grantor the following considerations which shall be due and paid to Grantor as follows:

3.1 Initial Capital Contribution. Grantee shall pay Grantor a single lump sum in the amount of one million (\$1,000,000) dollars to be paid prior to Grantor's execution of this Agreement which shall be amortized over ten years on a straight line basis, and which payment is separate from, and in addition to each Additional Capital Contribution as described below in §3.2.

3.2 Additional Capital Contributions. During the Term of this Agreement, Grantee shall pay Grantor four additional capital contributions, the ("First, Second, Third, and Fourth Additional Capital Contribution") respectively, as follows:

First Additional Capital Contribution due September 1, 2021 in the amount of \$569,272 for years 1-5.

Second Additional Capital Contribution due September 1, 2026 in the amount of \$659,942 for years 6-10.

Third Additional Capital Contribution due September 1, 2031 in the amount of \$765,054 for years 11-15.

Fourth Additional Capital Contribution due September 1, 2036 in the amount of \$886,907 for years 16-20.

4. Commencement of the Alder School Easement. The term of the Alder School Easement shall commence on September 1, 2021 (the "Commencement Date"). Provided, that if Substantial Completion occurs prior to the Commencement Date then Grantor shall allow Grantee early access to the Premises upon Substantial Completion for the purposes of installing Grantor's furniture, fixtures, and equipment and such early access shall be on the terms and conditions set forth in this Agreement. For purposes of this Agreement, "Substantial Completion" shall mean the Premises are ready for legal occupancy by Grantee as reasonably determined by Grantor.

5. Termination of the Alder School Easement.

5.1 **Term.** The term of the Alder School Easement (the "Term") shall automatically expire on the earlier of:

- a) that date which is the twentieth (20th) anniversary of the Commencement Date;
- b) that date on which the Grantee ceases to operate the Alder School for a period exceeding one (1) month either consecutively or cumulatively in any single school year (excluding regularly scheduled breaks in the

school year):

- c) that date on which fifty percent (50%) or more of the Project is damaged by casualty unless the Grantor elects at its sole discretion to restore the Premises and Project within 18 months of the date of the casualty, provided that the Term of this Agreement shall be extended by the number of days required to restore the Premises and Project;
- d) Grantor's reasonable dissatisfaction of the services being provided by Grantee and Grantor's subsequent election to replace Grantee with a different educational provider, provided that Grantor shall provide written notice of such dissatisfaction to Grantee and Grantee shall have sixty (60) days in which to cure the issues identified by Grantor in such notice; or
- e) Grantee's default under the Operating Agreement as further defined below and attached in **Exhibit D**.

5.2 **Grantee's Termination for Convenience.**

5.2.1 Without limiting Section 5.1, Grantee may terminate this Easement for convenience, each a ("Right to Terminate for Convenience"), by providing no less than 12 months prior written notice to each potential effective termination date, ("Effective Termination Date"), as follows:

- (a) For the Right to Terminate for Convenience effective August 31, 2026, Grantee shall provide written notice of its intent to terminate by September 1, 2025.
- (b) For the Right to Terminate for Convenience effective August 31, 2031, Grantee shall provide written notice of its intent to terminate by September 1, 2030.
- (c) For the Right to Terminate for Convenience effective August 31, 2041, Grantee shall provide written notice of its intent to terminate by September 1, 2035.

5.2.2 If Grantee timely exercises its Right to Terminate for Convenience under this Section 5.2, then upon Grantor's receipt of written notice from Grantee regarding the same, Grantor shall reiterate the Effective Termination Date in writing to Grantee.

5.3 In the event that the Alder School Easement terminates under §5.1(a), Grantor and Grantee may enter into good-faith negotiations to renew the term of the Alder School Easement.

5.4 In the event that the Alder School Easement terminates prior to August 31, 2031 under §5.1(e), Grantor shall reimburse Grantee the pro rata portion of the Initial Capital Contribution for the remaining unused period of the initial 10-year amortization term,

less an amount equal to Grantor's documented costs and expenses to cure Grantee's default under the Operating Agreement. Upon August 31, 2031, the Initial Capital Contribution shall be fully amortized.

5.4 In the event that Grantee terminates the Alder School Easement for convenience under §5.2, Grantee will not receive a reimbursement for any Additional Capital Contributions paid or due under §3.2 prior to the Effective Termination Date. Grantee's rights and obligations under this Easement shall cease upon the Effective Termination Date, except for (1) those duties or obligations expressly identified in Section 14.13 as surviving termination, and (2) those duties or obligations which by their terms are reasonably understood as intended to survive the Effective Termination Date.

5.5 Surrender of Premises. At the end of the Term of this Easement or any extension thereof or other sooner termination, Grantee will deliver to Grantor possession of the Premises in the same condition as received, except for ordinary wear and tear. Grantee will deliver all keys to the Premises to Grantor. Grantee shall also remove all equipment, trade fixtures and personal property from the Premises. Grantee will be responsible for the sole cost and expense of any repairs required to be performed by Grantor due to damage caused to the Premises or Project by such removal.

6. **Operating Agreement.** Grantee's use of the Premises shall be subject to the terms of this Agreement and the Operating Agreement attached as **Exhibit D**.
7. **Addenda/Exhibits.** The following Exhibits are made a part of this Agreement. In the event of a conflict between the terms of any Addendum or Exhibit and the sections of this Agreement, this Agreement shall control.

Exhibit A: Legal Description of Grantor Property

Exhibit B: Legal Description of the Alder School Easement

Exhibit C: Floor Plans with Ingress and Egress Routes

Exhibit D: Operating Agreement

8. **Parking.** Grantee, its employees or invitees may not park on Grantor's Property under the terms of this Agreement; provided, however, Grantee, its employees, and invitees may park in Grantor's separate parking garage on the same basis as members of the public.
9. **Insurance.** Grantee shall maintain, and shall cause its contractors and subcontractors to maintain, insurance issued by an insurance company or companies which are rated "A-VII" or better in Best's Key Rating Guide and are authorized to transact business in the state of Washington, protecting the Grantor against liabilities arising out of the operations of Grantee and any of its contractors and subcontractors pursuant to this Agreement. Any deductibles or retentions will be the sole responsibility of the Grantee, its contractors, or its sub-contractors.

9.1 Requirements:

- a) Commercial General Liability Insurance, including coverage for bodily injury, personal injury, property damage, products and completed

operations, premises liability, blanket contractual liability, with a combined single limit of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate. Coverage shall be written on an "occurrence" basis and name Grantor, its officers, officials, directors, agents and employees as additional insured for full policy limits, shall be primary insurance and shall not be contributory with any other insurance available to Grantor, shall not be subject to reduction of coverage as to Grantor by reason of any claim asserted against Grantee other than in connection with this Agreement and shall state that it will not be canceled, reduced or materially changed without thirty (30) days prior written notice to Grantor.

- b) Sexual Misconduct Liability Insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate.
- c) Workers Compensation, Statutory requirements of the State of residency as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
- d) Employer's Liability or "Stop Gap": Minimum limits in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- e) All-Risk Property Insurance, written on a replacement cost basis, providing coverage for Grantee's improvements, equipment, and furniture.

9.2 Certificates. Prior to commencement of any work or occupancy on Grantor Property by Grantee, its contractors or subcontractors, Grantee shall provide Grantor with insurance certificates evidencing the coverage set forth above from Grantee and Grantee's contractors and subcontractors, including endorsements covering Grantor, its officers, officials, directors, agents, and employees, and any other affiliate of Grantor that may from time to time be requested in writing, as additional insureds. Grantee shall also provide evidence that the indemnities in this Agreement are expressly covered by Grantee's insurance policy.

9.3 Self-Insurance. Notwithstanding anything to the contrary contained herein, Grantee may elect to self-insure so long as Grantee's self-insured coverage areas and limits are at least as broad and high as set forth in §9.1.

9.4 Waiver of Subrogation. Notwithstanding any language to the contrary, Grantee waives its insurers and its own rights of subrogation with respect to any claim against Grantor, resulting from fire or other hazards covered by fire insurance or required to be covered by fire insurance under this Agreement.

10. Indemnity. Grantee shall protect, defend, indemnify, and hold harmless Grantor and

its officers, officials, directors, employees, and agents from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee, its contractors, subcontractors, agents, or employees or any of them in the exercise of the easement rights granted herein; provided, however, that Grantee shall not be obligated to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of Grantor. Such indemnification is separate and distinct from Grantee's obligation to procure insurance above or repair any damage caused by Grantee above. Grantee expressly waives by mutual negotiation, with respect to the Grantor only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

11. Liens. Grantee acknowledges that Grantor may not, and shall not, be subject to claims or liens for labor or materials and Grantee shall keep the Grantor Property, including the Premises, free of any liens for any providers of work, labor, material or services claiming by, through or under Grantee. Grantee shall indemnify, defend and hold Grantor harmless from and against any such claims or liens, and Grantor's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by Grantee within ten (10) days after notice of filing by bonding, payment, or other arrangement satisfactory to Grantor.

12. Notice.

12.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested.

12.2 Any notices required under this Agreement shall be directed to the following address:

IF TO GRANTOR:

King County Real Estate Services
Attn: Lease Administration
500 4th Avenue, Suite 830
Seattle, Washington 98104

And a copy to:

RES-LeaseAdmin@kingcounty.gov

IF TO GRANTEE:

Office of Legal Counsel
Seattle Public Schools
2245 3rd Avenue South
Seattle, WA 98124-1165

13. Dispute Resolution.

13.1 The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 13 (the "Designated Representatives"). The Designated Representatives are set forth below:

Grantor:

Michelle Garvey, Capital Project Manager or their successor

Grantee:

Fred Podesta, Chief of Operations or their successor

A Party may replace its Designated Representative by providing notice to the other Party as set forth in §12.

The Designated Representatives shall communicate regularly to discuss Grantee's performance under this Agreement and the Operating Agreement and to prevent disputes from arising.

13.2 If a dispute arises, then:

Step One: The Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

Step Two: If the Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the Grantee's Chief of Operations or their designees and King County's Director of the Facilities Management Division or their designees. The Grantee's Chief of Operations or their designees and King County's Director of the Facilities Management Division or their designees shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.

13.3 If the Parties cannot resolve the dispute utilizing the process in §13.2, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation then each participant shall pay an equal share of mediator's fees, costs and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be

a prerequisite to litigation.

13.4 During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

13.5 The following provisions of this Agreement are not subject to dispute resolution:

- a). §5 regarding termination;
- b). §9 regarding insurance;
- c). §10 regarding indemnities;
- d). §11 regarding liens;
- e). §14.2 regarding assignment; and
- f). §14.4 regarding attorney's fees.

14. Other Terms and Conditions

14.1 Binding Effect; Easement in Gross. The burdens of this Agreement are appurtenant to and shall run with the Grantor Property and be binding on Grantor's successors and assigns. The benefits of this Agreement are personal to Grantee, shall constitute an easement in gross and shall not run to Grantee's successors and assigns except to the extent expressly approved in writing by Grantor under Section 14.2.

14.2 Assignment. Grantee may not assign or transfer the Alder School Easement or any interest or rights therein, nor delegate its duties under this Agreement, nor shall the Alder School Easement or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the Grantor, which consent shall not be unreasonably withheld. If the Grantor consents to any assignment, delegation, or other transfer, this Section 14.2 nevertheless shall continue in full force and effect, and no further assignment, delegation, or other transfer shall be made without Grantor's consent. No assignment or transfer shall release Grantee of its obligations under this Agreement.

14.3 Nondiscrimination. Grantee shall not discriminate on the basis of race, color, sex, religion, nationality, gender identity or expression, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Agreement. Grantee shall comply fully with all applicable federal, state and local laws, executive orders and regulations, which prohibit such discrimination. These laws include, but are not limited to, King County Charter §840, King County Code Chapter 12.16, Chapter 49.60 of the Revised Code of Washington, and Titles VI and VII of the Civil Rights Act of 1964, each as now codified or hereafter amended.

14.4 Attorneys' Fees. If any suit or other proceeding is instituted by either Party arising out of or pertaining to this Agreement, including, but not limited to, filing suit or requesting an arbitration (collectively "Proceedings"), and including appeals and collateral actions relative to such Proceedings, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred

relative to Proceedings from the substantially non-prevailing party, in addition to such other available relief that may be awarded. This Section 14.4 shall not apply to any mediation or other dispute resolution proceeding under Section 13 of this Agreement.

14.5 Severability. If any provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions will remain in full force and effect.

14.6 Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction.

14.7 Amendments. Any addition, variation, or modification to this Agreement shall be in writing and signed by the Parties or their successors in interest.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

14.9 Captions. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of the Agreement. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, and vice versa, unless the context requires otherwise.

14.10 No Presumption Against Drafter: Grantor and Grantee understand, agree and acknowledge that this Agreement has been freely negotiated by both Parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

14.11 Governing Law; Jurisdiction and Venue. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions or choice of law rules. In the event of any litigation arising out of or relating to this Agreement, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue.

14.12 Legal Compliance. In connection with Grantee's use of the Premises and ingress/egress area illustrated and described in **Exhibits B** and **C**, respectively, Grantee shall comply with all statutes, laws, ordinances, rules, and regulations applicable to the Project or the Alder School or both of them.

14.13 Survival. The following provisions of this Agreement shall survive the relinquishment, extinguishment, termination, or expiration of this Agreement for any event occurring prior to or on the date of such relinquishment, extinguishment, termination, or expiration: §10, Indemnity; §11 Liens; §12, Notice; §14.4, Attorneys' Fees; §14.11, Governing Law, Jurisdiction and Venue; and §14.14, Recordkeeping.

14.14 **Recordkeeping.** Grantee shall retain all documents related to Grantee's use of the Premises and ingress/egress area for a period of six years or for the duration of any litigation arising out of or relating to the Grantee's use of the Premises and ingress/egress area.

14.15 **Recording.** Upon execution by Grantor, Grantee shall record this Agreement in the real property records of King County at Grantee's sole cost and expense. The Parties agree that if one or more of the Exhibits do not meet recording standards then each such exhibit may be replaced with a substitute sheet reading "This exhibit is omitted for recording purposes only and copies of the exhibit are on file with the Parties."

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EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

SUBJECT TO: EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

PARCEL NUMBER
194930095, 290870085

LEGAL DESCRIPTION
PARCEL A

THAT PORTION OF BLOCK 2, LAWLER'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 214, IN KING COUNTY, WASHINGTON, AND THAT PORTION OF BLOCK 2, KOLLOCK'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 29, IN KING COUNTY, WASHINGTON, AND THOSE PORTIONS OF BLOCKS 22 AND 23, SQUIRE PARK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 6, IN KING COUNTY, WASHINGTON, AND THOSE PORTIONS OF BLOCKS 'B' AND 'C', W.C. SQUIRE'S REPLAT OF BLOCK NINE OF SQUIRE PARK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 84, IN KING COUNTY, WASHINGTON, AND THOSE PORTIONS OF BLOCKS 'B' AND 'C', GREENE'S REPLAT OF BLOCK 10, SQUIRE PARK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 98, IN KING COUNTY, WASHINGTON, AND TOGETHER WITH THAT PORTION OF VACATED 14TH AVENUE LYING BETWEEN BLOCKS 22 AND 23 IN SAID SQUIRE PARK ADDITION TO THE CITY OF SEATTLE, VACATED PURSUANT TO ORDINANCE NUMBER 7631 OF THE CITY OF SEATTLE, WHICH ATTACHED TO SAID PREMISES BY OPERATION OF LAW, AND TOGETHER WITH THOSE PORTIONS OF THE VACATED STREETS AND ALLEYS VACATED PURSUANT TO ORDINANCE NUMBER 98470 OF THE CITY OF SEATTLE, RECORDED UNDER RECORDING NUMBER 6695177 AND WHICH ATTACHED TO SAID PREMISES BY OPERATION OF LAW, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 2 OF SAID LAWLER'S ADDITION; THENCE NORTH 88°45'00" WEST ALONG THE SOUTH LINE OF SAID BLOCK A DISTANCE OF 566.58 FEET TO THE EAST OF MARGIN OF 12TH AVENUE AS CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 61476, AS PROVIDED BY ORDINANCE NUMBER 17972 OF THE CITY OF SEATTLE; THENCE NORTH 01°07'26" EAST ALONG SAID MARGIN A DISTANCE OF 275.51 FEET TO AN ANGLE POINT IN SAID MARGIN; THENCE NORTH 01°07'36" EAST ALONG SAID MARGIN A DISTANCE OF 226.09 FEET TO AN ANGLE POINT IN SAID MARGIN; THENCE NORTH 01°07'05" EAST ALONG SAID MARGIN A DISTANCE OF 82.85 FEET; THENCE LEAVING SAID MARGIN SOUTH 88°32'15" EAST A DISTANCE OF 248.00 FEET; THENCE NORTH 01°07'05" EAST A DISTANCE OF 110.00 FEET TO THE NORTH LINE OF BLOCK 'B' SAID REPLAT OF BLOCK NINE; THENCE SOUTH 88°32'15" EAST ALONG SAID LINE AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 33.88 FEET; THENCE SOUTH 88°30'35" EAST ALONG THE NORTH LINE OF BLOCK 'B' SAID REPLAT OF BLOCK 10 AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 289.10 FEET TO THE NORTHEAST CORNER OF LOT 8 SAID BLOCK 'B'; THENCE SOUTH 01°23'39" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 80.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 88°15'08" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 14.00 FEET LEAVING SAID LINE SOUTH 01°23'39" WEST A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF LOT 9 OF SAID BLOCK 'B'; THENCE SOUTH 88°15'08" EAST ALONG SAID NORTH LINE A DISTANCE OF 14.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°23'39" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 80.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 87°59'41" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 14.00 FEET; THENCE LEAVING SAID LINE SOUTH 01°23'39" WEST A DISTANCE OF 42.00 FEET TO THE NORTH LINE OF LOT 8, BLOCK 'C' OF SAID REPLAT OF BLOCK 10; THENCE SOUTH 87°59'41" EAST ALONG SAID LINE A DISTANCE OF 14.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°23'05" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 81.21 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 88°16'36" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 14.00 FEET; THENCE LEAVING SAID LINE SOUTH 01°23'05" WEST A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF LOT 9 OF SAID BLOCK 'C'; THENCE SOUTH 88°16'36" EAST ALONG SAID LINE A DISTANCE OF 14.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°23'05" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 81.21 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 88°33'30" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 14.00 FEET; THENCE LEAVING SAID LINE SOUTH 01°23'05" WEST A DISTANCE OF 66.00 FEET TO THE NORTH LINE OF LOT 8, BLOCK 22 OF SAID SQUIRE PARK ADDITION; THENCE SOUTH 88°33'30" EAST ALONG SAID LINE A DISTANCE OF 13.85 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°38'11" WEST ALONG THE EAST LINE THEREOF AND ALONG THE EAST LINE OF LOT 8, BLOCK 2 OF SAID LAWLER'S ADDITION A DISTANCE OF 240.42 FEET TO THE POINT OF BEGINNING.



EXHIBIT B

LEGAL DESCRIPTION OF THE ALDER SCHOOL EASEMENT

THAT PORTION OF REVISED PARCEL A, ACCORDING TO A LOT BOUNDARY ADJUSTMENT NO. 302455 RECORDED AT RECORDER'S FILE NUMBER 20160825900001, RECORDS OF KING COUNTY, WASHINGTON IN THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER, OF SECTION 32, TOWNSHIP 25 NORTH-RANGE 04 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

(ALL COORDINATES NOTED HEREIN ARE WASHINGTON STATE PLANE GRID, BASED ON NAD83/2011, WASHINGTON NORTH ZONE; COMBINED SCALE FACTOR 0.999974713)

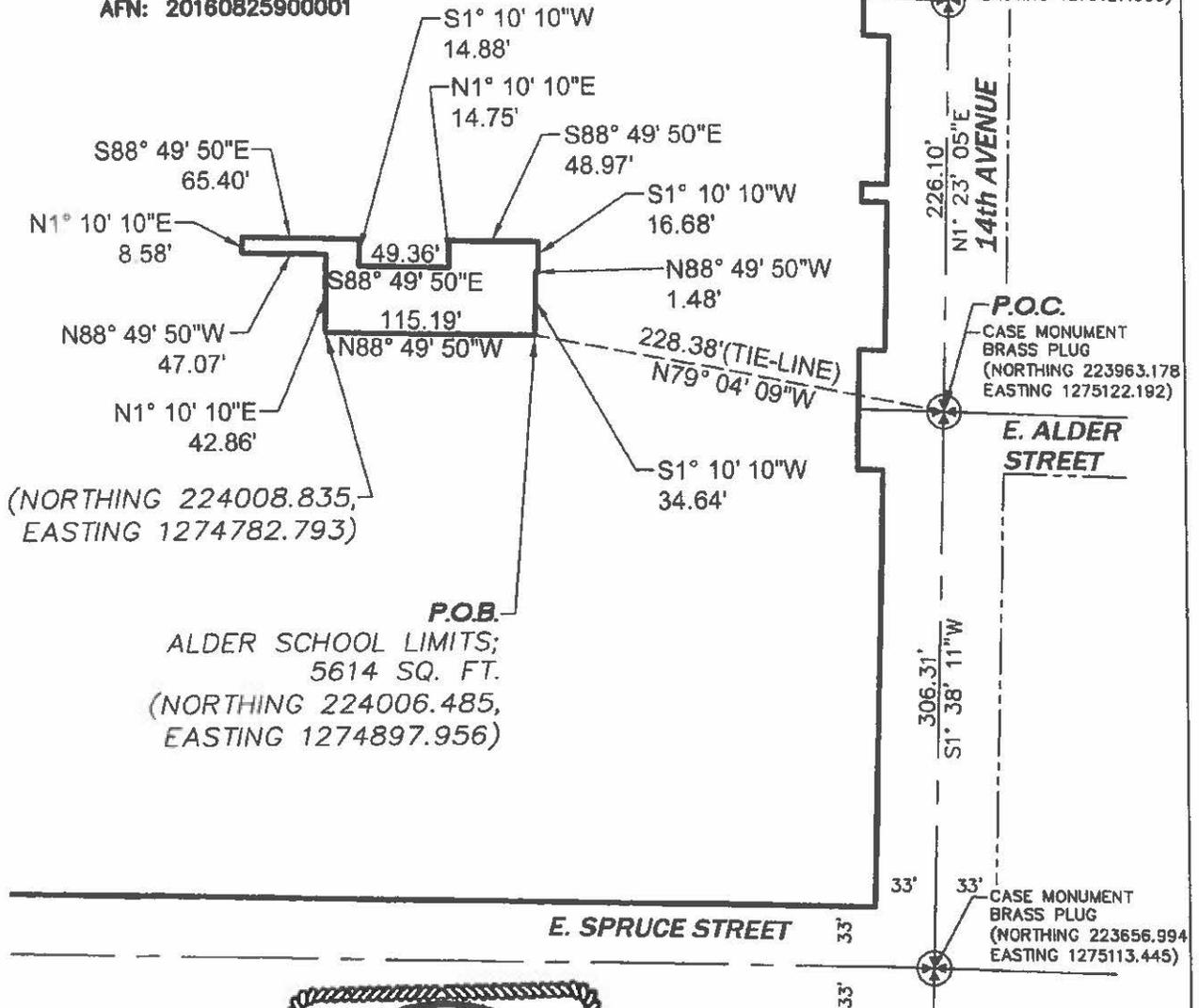
COMMENCING AT A BRASS PLUG IN CASE MONUMENT AT THE INTERSECTION OF 14TH AVENUE AND ALDER STREET (NORTHING 223963.178, EASTING 1275122.192), FROM WHICH A BRASS PLUG IN CASE MONUMENT AT THE INTERSECTION OF 14TH AVENUE AND E. SPRUCE STREET BEARS SOUTH 01°38'1 WEST, 306.31 FEET (NORTHING 223656.994, EASTING 1275113.445), AND FROM WHICH A BRASS PLUG IN CASE MONUMENT AT THE INTERSECTION OF 14TH AVENUE AND VACATED TERRACE COURT BEAR NORTH 01°23'05" EAST, 226.10 FEET (NORTHING 224189.210, EASTING 1275127.656); THENCE FROM SAID COMMENCING POINT, NORTH 79°04'09" WEST, 228.38 FEET TO THE POINT OF BEGINNING (NORTHING 224006.485, EASTING 1274897.956);

THENCE NORTH 88°49'50" WEST, 115.19 FEET (NORTHING 224008.835, EASTING 1274782.793);
THENCE NORTH 01°10'10" EAST, 42.86 FEET;
THENCE NORTH 88°49'50" WEST, 47.07 FEET;
THENCE NORTH 01°10'10" EAST, 8.58 FEET;
THENCE SOUTH 88°49'50" EAST, 65.40 FEET;
THENCE SOUTH 01°10'10" WEST, 14.88 FEET;
THENCE SOUTH 88°49'50" EAST, 49.36 FEET;
THENCE NORTH 01°10'10" EAST, 14.75 FEET;
THENCE SOUTH 88°49'50" EAST, 48.97 FEET;
THENCE SOUTH 01°10'10" WEST, 16.68 FEET;
THENCE NORTH 88°49'50" WEST, 1.48 FEET;
THENCE SOUTH 01°10'10" WEST, 34.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 5614 SQ. FT, OR 0.1 ACRES MORE OR LESS.



**PARCEL A
LOT BOUNDARY ADJUSTMENT
NO. 3024559
AFN: 20160825900001**



1"=100'

JOB NO. 2130279

5/30/19

exhibit title

LEGAL BY: SR EXHIBIT BY: SR

SE 1/4, SE 1/4, S32, T25N, R4E

w:\adekprof\2013\2130279\2130279 exhibit_alder school area.dwg



5-30-19



2215 North 30th Street,

Suite 300,

Tacoma, WA 98403

253.383.2422 TEL

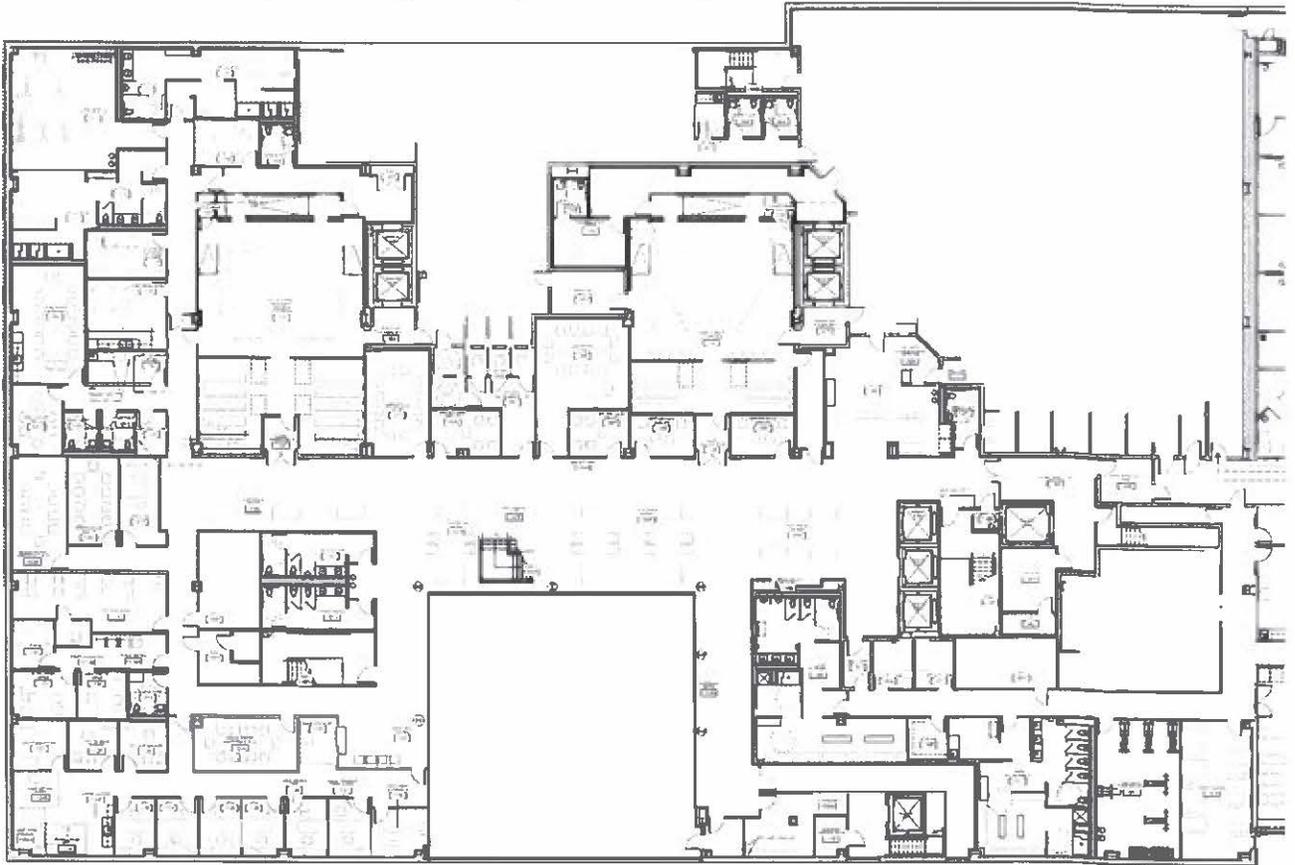
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

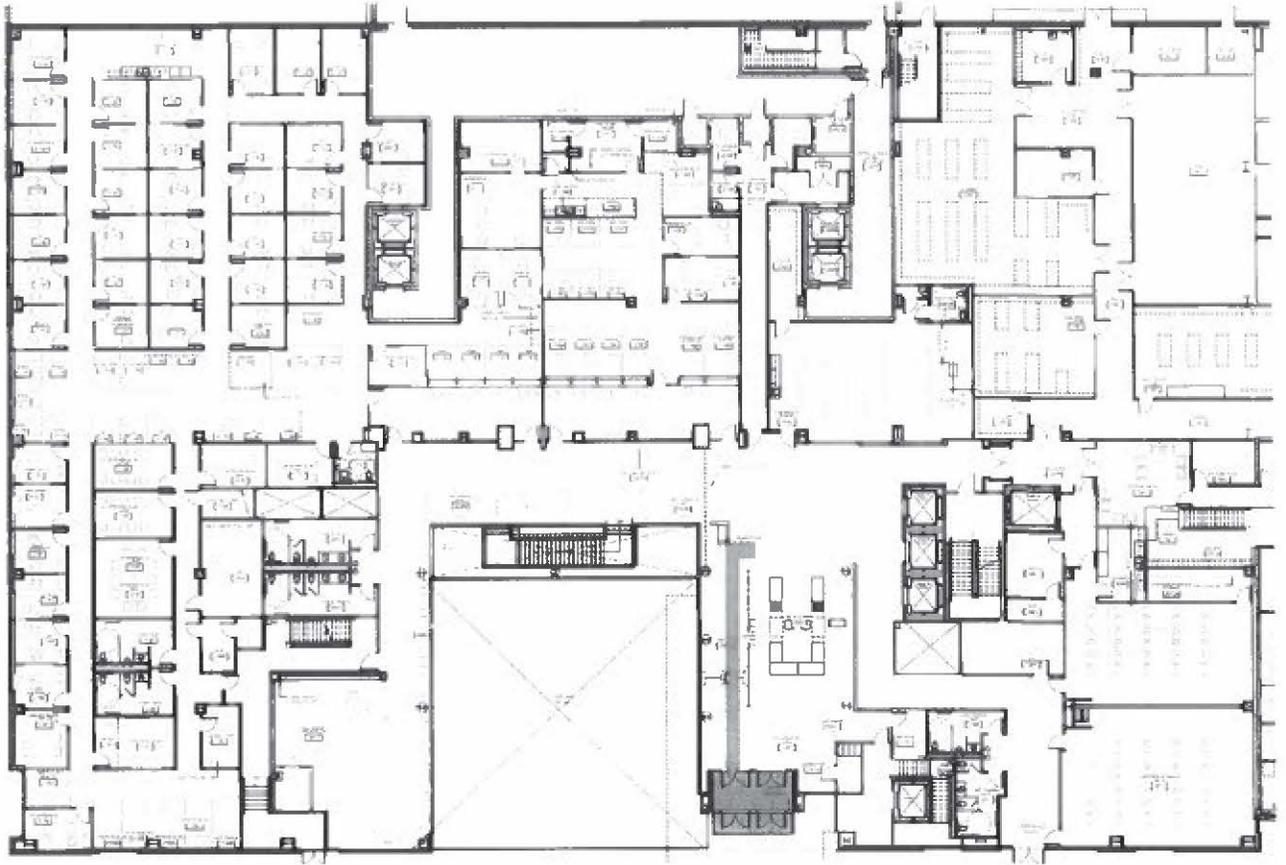
EXHIBIT C

FLOOR PLANS AND INGRESS AND EGRESS ROUTES

Level 1 ingress and egress is depicted in highlight in the below floor plan.



Level 2 ingress and egress is depicted in highlight in the below floor plan.



The Alder School Easement Premises is depicted in the below floor plan.

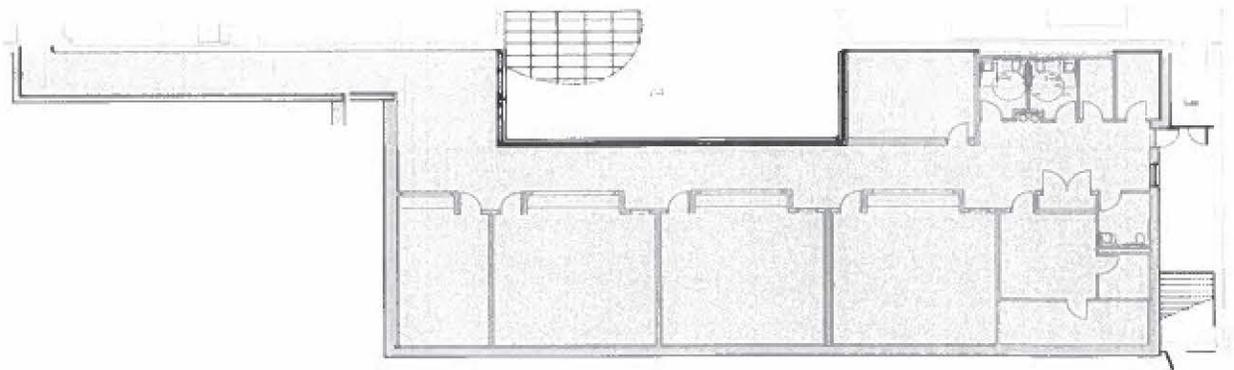


EXHIBIT D
OPERATING AGREEMENT

OPERATING AGREEMENT

This operating agreement (the "**Operating Agreement**") is made effective upon the date the Operating Agreement is fully executed by the Parties (the "**Effective Date**"), by and between King County, a political subdivision of the State of Washington, ("**King County**") and Seattle School District No. 1, a Washington state municipal corporation and Grantee under that certain Alder School Easement Agreement and operator of the Alder School hereunder ("**Operator**"). King County and Operator may each be referred to in this Operating Agreement collectively as the "Parties" or individually as a "Party."

In consideration of the mutual covenants in this Operating Agreement, King County and Operator agree as follows:

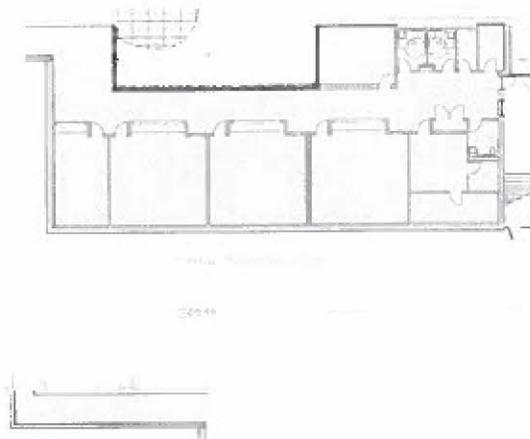
RECITALS

- A.** King County is the owner of the real property located in King County, Washington, parcel numbers 7949300095 and 2908700085, (the "**Property**").
- B.** King County has constructed, or will construct, the King County Children and Family Justice Center on the Property, (the "**Project**");
- C.** Operator operates the public school system in the City of Seattle and desires to operate a public school for children ages 14-18 who are unable to attend regular school which shall be located in a portion of the Project, (the "**Alder School**");
- D.** King County and Operator intend to enter into an easement agreement that grants the Operator to use a portion of the Property to operate the Alder School, (the "**Easement Agreement**").
- E.** This Operating Agreement is contingent upon approval of the Easement Agreement by the King County Council and mutual execution of the Easement Agreement by King County and Operator.

AGREEMENT

KING COUNTY hereby authorizes Operator's use of the Premises described in Section 1 below subject to the terms, covenants and conditions set forth herein.

- 1. Premises.** Operator wishes to operate the Alder School within 5,614 rentable square feet ("RSF") of the Project, (the "Premises"). The Premises are depicted below.



2. Commencement Date and Term. The term of this Operating Agreement shall commence upon occupancy by the Operator of the Premises (the "Operating Agreement Commencement Date") as defined in the Alder School Easement Agreement. Operator may operate the Alder School in the Premises from the Operating Agreement Commencement Date until the expiration of the Easement Agreement, unless terminated by King County as set forth in § 13. (the "Term").

3. Services.

King County shall provide services, repairs and maintenance to the Premises as described in §3.1 at King County's sole cost and expense. ("Services").

3.1 The following Services to the Premises shall be provided by King County:

- HVAC
- Lighting. (excludes personal)
- Windows. (Includes blinds, board-up service, replacement, and maintenance)
- Overhead/Dock doors and levelers
- Emergency/Exit Lighting
- Custodial services
- Landscaping services
- Pest control
- Project security
- Exterior gates & fencing
- Doors/locks
- Trash, recycling, composting
- Fire, life, and safety
- Electrical & gas
- Water & Sewer
- Garbage & Recycling
- Plumbing
- Painting
- Carpentry
- Interior wall repair
- Fire sprinklers
- Exterior walls, roof, slab
- Parking lot

King County does not provide internet or internet related services to the Premises. Operator may contract with a third party internet provider for internet services on the Premises with King County's prior written approval.

3.2 Premises-Specific Alterations Costs. The Operator is responsible for 100% of alterations costs related to or arising out of its operation of the Alder School within the Premises, and related to or arising out of no other purpose ("Alterations Costs"), which alterations are requested by Operator and approved by King County as further described in § 6 herein.

3.3 Requests for Services. All requests for Services are required to be submitted in writing by email through King County Customer Care at the address provided below:

customercareservices.FMD@kingcounty.gov

King County Customer Care normal business hours are Monday – Friday 8 AM – 5 PM, except holidays. 206-477-9400. If you are experiencing a life-threatening emergency, please dial 911. All other facility emergencies experienced outside of King County Customer Care operating hours can be directed to the King County Emergency Dispatch Center at 206-296-5000.

4. Permitted Use. Operator shall use the Premises solely for the purposes of operating the Alder School ("Permitted Use") and for no other purpose. Operator will comply with all applicable laws, ordinances, and regulations related to the operation of the Alder School.

5. **Project Hours and Access.** The standard Project hours will be Monday through Friday 7:00 AM – 5:00 PM, except holidays. The Operator shall have ingress and egress access to the Premises through the Project security station and corridors during standard Project hours as provided in the Easement Agreement, and at no other times and in no other manner.
6. **Alterations and Improvements.**
 - 6.1 Throughout the Term, King County may perform maintenance and improvements in the Premises or Project, at King County's sole discretion. King County and its contractors may require periodic access to and through the Premises. Operator shall grant access through the Premises to King County and its contractors/vendors at all reasonable times throughout the Term. King County will make a good faith effort to ensure that access through the Premises does not unreasonably interfere with Operator's Permitted Use.
 - 6.2 Operator may request alterations or improvements to the Premises. King County shall not unreasonably withhold, condition, or delay its consent to requested alterations or improvements that are reasonably related to Operator's Permitted Use. All King County-approved alterations or improvements shall be performed by King County or a vendor contracted by King County at the sole cost & expense of the Operator as provided in Section 3.2 of this Agreement.
 - 6.3 All Alterations Costs shall be due and paid to King County by Operator within 30 days of receipt of King County's invoice for the same.
7. **Common Areas.** Operator and its authorized representatives and invitees may not use any common areas of the Project except for the specific purposes of ingress and egress to and from the Premises through the Project or as otherwise provided herein.
8. **Rules and Regulations.** King County at its sole discretion and at any time during the Term of the Operating Agreement, may issue or alter Rules and Regulations for the Project and Premises. The initial Rules and Regulations for the Project and Premises are attached to this Operating Agreement as Attachment 1. King County may update the Rules and Regulations by giving notice to Operator as provided under Section 11 of this Agreement.
9. **Signage.** Operator must obtain King County's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, before installation of any signs upon the Premises. All requested signage shall be at the sole cost and expense of the Operator.
10. **Parking.** King County is not responsible for loss, theft, or damages to any vehicle parked in public parking areas at the Project. Long term storage of vehicles is not permitted at the Project. Washing, waxing, cleaning or servicing of any vehicle is prohibited in public parking areas at the Project. Vehicles must be parked entirely within painted stall lines of a single parking stall. The speed limit within all parking areas is five (5) miles per hour. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by King County or King County's parking operator. Parking spaces may be used only for parking by vehicles no larger than normally sized passenger automobiles, vans, or sport utility vehicles. Operator may not permit or allow any vehicles that belong to or are controlled by Operator or Operator's employees, suppliers, shippers, customers or invitees to be loaded, unloaded, or parked in areas other than those made available by King County for such activities. If Operator permits or allows any of the prohibited activities described herein, then King County may, in addition to such other rights and remedies that it may have, remove or tow away the vehicle involved and charge the cost thereof to Operator, which cost will be payable by Operator upon demand by King County.
11. **Notices.**
 - 11.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Operating Agreement shall be in writing and shall be deemed to have been duly

given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested.

11.2 Any notices required under this Operating Agreement shall be directed to the following:

If to King County:

King County Real Estate Services
500 4th Ave. Suite 830
Seattle, WA 98104

And a copy to:

RES-LeaseAdmin@kingcounty.gov

If to Operator:

Real Estate Supervisor
Seattle Public Schools
2445 Third Avenue South
Seattle, WA 98124

12. Default of Operator. The following occurrences shall each constitute a default by Operator ("Event of Default" or "Default"):

12.1 **Failure To Pay.** Failure by Operator to pay any sum, including Alterations Costs, due under this Operating Agreement following five (5) business days' notice from King County of the failure to pay.

12.2 **Other Non-Monetary Defaults.** The breach by Operator of any agreement, term or covenant of this Operating Agreement other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Operating Agreement, which breach continues for a period of thirty (30) days after written notice by King County to Operator of the breach or, where King County agrees that thirty (30) days is insufficient to cure the identified breach, Operator has failed to commence to cure such breach in good faith within such thirty (30) day period following written notice from King County.

13. Termination. In the Event of Default by Operator, King County shall have the right to terminate this Operating Agreement and all rights of Operator hereunder. King County shall provide Operator with a written notice of termination. The Operating Agreement shall terminate on the date specified in the notice of termination. King County's rights and remedies under this Operating Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law. Operator shall be liable to King County for all damages incurred by King County by reason of Operator's Default, including without limitation, the amount of any Alterations Costs due for the time preceding such termination.

14. Surrender of Premises. At the expiration or termination of this Operating Agreement, Operator shall promptly surrender possession of the Premises to King County, and return the Premises in as good condition as existed at the Commencement Date (ordinary wear and tear excepted), in broom clean condition.

15. Dispute Resolution

15.1 The Parties shall designate representatives for purposes of managing this Operating Agreement and the dispute resolution process under this Section, (the "Designated Representatives"). The Designated Representatives are set forth below.

King County:

Stephanie Clabaugh, Real Property Agent IV or their successor

Operator:

Frank Griffin, Director of Facilities Operations or their successor

The Parties may designate in writing from time to time by giving notice as set forth in § 11. The Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.

15.2 If a dispute arises, then:

Step One: The Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

Step Two: If the Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the Seattle Public Schools Chief of Operations and the Director of the King County of the Facilities Management Division, or their designees. The Seattle Public Schools Chief of Operations and the Director of the King County of the Facilities Management Division, or their designees shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.

15.3 If the Parties cannot resolve the dispute utilizing the process in this Section, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation then each participant shall pay an equal share of mediator's fees, costs and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.

15.4 During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Easement.

15.5 The following provisions of this Operating Agreement are not subject to dispute resolution:

- a) §8 Rules and Regulations;
- b) §10 Parking;
- c) §12 Default of Operator; and
- d) §13 Termination

16. Other Terms and Conditions

16.1 **Binding Effect.** The burdens of this Operating Agreement touch and concern the Property and shall run with the Property for the Term of the Operating Agreement (as may be terminated according to its terms) and shall be binding on King County's successors and assigns during such Term.

16.2 **Assignment.** The Operator may not assign or transfer the rights granted by this Operating Agreement nor delegate its duties under this Operating Agreement, nor shall this Operating Agreement or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise, except with the prior written consent of King County, which consent shall not be unreasonably withheld. If King County gives its consent to any assignment, delegation, or other transfer, this Section 16.2 shall nevertheless continue in full force and effect, and no further assignment, delegation, or other transfer shall be made without King County's consent. No assignment or transfer shall release the Operator of its obligations under this Operating Agreement.

16.3 Attorneys' Fees. If any suit or other proceeding is instituted by either Party arising out of or pertaining to this Operating Agreement, including, but not limited to, filing suit or requesting an arbitration (collectively "Proceedings"), and appeals and collateral actions relative to such Proceedings, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to Proceedings from the substantially non-prevailing Party, in addition to such other available relief available to the substantially prevailing Party.

16.4 Severability. If any provision of this Operating Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions will remain in full force and effect.

16.5 Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Operating Agreement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction.

16.6 Amendments. Any addition, variation, or modification to this Operating Agreement shall be in writing and signed by the Parties hereto or their successors in interest.

16.7 Counterparts. This Operating Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

16.8 Captions. The captions in this Operating Agreement are for convenience only and do not in any way limit or amplify the provisions of the Operating Agreement. Words of any gender used in this Operating Agreement shall include any other gender, and words in the singular number shall include the plural, and vice versa, unless the context requires otherwise.

16.9 No Presumption Against Drafter: King County and Operator understand, agree and acknowledge that this Operating Agreement has been freely negotiated by both Parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Operating Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Operating Agreement or any portion thereof.

16.10 Governing Law; Jurisdiction and Venue. This Operating Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions or choice of law rules. In the event of any litigation arising out of or relating to this Operating Agreement, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue.

16.11 Legal Compliance. In connection with Operator's use of the Premises, Operator shall comply with all statutes, laws, ordinances, rules and regulations applicable to the Project or Alder School or both of them.

16.12 Recordkeeping. Operator is required to retain all documents related to Operator's use of the Premises for a period of six years or for the duration of any litigation arising out of or relating to the Operator's use of the Premises.

16.13 Order of Precedence. If there is any conflict between the Easement Agreement and this Operating Agreement, then the Easement Agreement shall control. Provided, that if this Operating Agreement is more protective of King County's rights as owner of the Project, then this Operating Agreement shall control.

16.14 Indemnity and Insurance. The indemnity and insurance obligations and requirements described in the Easement Agreement shall apply to Operator's performance under this Operating Agreement.

OPERATOR

By: [Signature]
Name: Brent Jones
Its: Superintendent
Date: 10/12/21

OPERATOR NOTARY)

ss.

STATE OF WASHINGTON)

COUNTY OF KING

On this day personally appeared before me Joseph Helt, to me known to be the authorized signatory of Seattle Public Schools that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such entity, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12 day of October, 2021.



[Signature]
Printed Name Joseph Helt
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Commission Expires 06/19/2023

ATTACHMENT 1 INITIAL RULES AND REGULATIONS

Operator shall comply with all Rules and Regulations set forth below. These rules may be updated from time to time by King County as provided in the Operating Agreement.

- a) Operator may not use or keep space heaters in the Premises.
- b) Operator must not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Project. The halls, passages, exits, entrances, elevators, escalators, and stairways are not open to the general public, and King County will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of King County would be prejudicial to the safety, character, reputation, and interests of the Project; provided, that nothing in this Section (b) shall be construed to prohibit access by persons with whom Operator normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities or other activities that are expressly prohibited by Project Rules and Regulations. Neither Operator nor any employee, invitee, agent, licensee, or contractor of Operator may go upon or be entitled to use any portion of the roof of the Project without the prior written consent of King County.
- c) Operator must not cause any unnecessary janitorial labor by carelessness or indifference to the good order and cleanliness of the Premises and Project.
- d) Operator may not make or have made additional keys, and Operator must not alter any lock or install a new additional lock or bolt on any door or window of its Premises. Operator, upon termination of its occupancy, shall deliver to King County all door keys which have been furnished to, or otherwise procured by Operator, and, in the event of loss of any keys, shall pay King County the cost of replacing the same or of changing the lock or locks opened by such lost key if King County shall deem it necessary to make such change.
- e) No machines or equipment other than standard office machines (such as photocopiers and desktop or laptop computers) may be used in the Premises without the prior written approval of King County. Vending machines may also be permitted with prior written approval of King County.
- f) Operator may not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law, which load shall be determined at King County's sole discretion.
- g) Operator may not use or keep in the Premises any kerosene, gasoline, or any other inflammable or combustible fluid or material other than those limited quantities of fluids or materials necessary for the operation or maintenance of office equipment unless otherwise permitted by King County. Operator may not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to King County by reason of noise, odors or vibrations. Operator may not bring into or keep in or about the Premises any birds or animals.
- h) King County will not be liable for damages or personal injury for any error in admitting or excluding any person from the Project or the Premises. Operator shall be responsible for all persons for whom it requests passes and shall be liable to King County for all acts of such persons. King County reserves the right to prevent access to the Premises by closing the doors or by other appropriate action in case of invasion, mob, riot, public excitement, protest, or other commotion.

- i) The toilet rooms, toilets, urinals, wash bowls and other apparatus in the restroom facilities in the Project shall not be used for any purpose other than that for which they were constructed, and Operator must take care that no foreign substances of any kind whatsoever are thrown therein.
- j) Operator may not install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Project without the prior written consent of King County. Operator may not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.
- k) Except as expressly permitted in this Operating Agreement, Operator may not mark, drive nails, or screw or drill into the corridor walls of the Project or the Premises without prior express permission from King County. Operator may install normal wall hangings within the Premises. Operator will be billed and held responsible for the sole cost of any damage resulting from noncompliance under this Section (k).
- l) Operator must store all its trash, recycling, and composting within the trash receptacles provided by King County. Operator may not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash, garbage, and refuse disposal. Operator must dispose of all trash, garbage, and refuse in accordance with directions reasonably issued from time to time by King County.
- m) Other than as permitted elsewhere in this Operating Agreement, the Premises may not be used for the storage of merchandise held for sale to the general public, or for lodging of any kind. No cooking may be done or permitted by Operator on the Premises, except that use by Operator of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate, and similar beverages may be permitted and the use of a microwave and refrigerator may be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
- n) Operator may not use any hand trucks in the Project except those equipped with rubber tires and side guards, or such other material-handling equipment as King County may approve.
- o) Operator agrees that it will comply with all fire and security regulations that may be issued from time to time by King County. Operator must provide King County with the name of a designated responsible employee to represent Operator in all matters pertaining to such fire or security regulations. Operator must cooperate fully with King County in all matters concerning fire and other emergency procedures.
- p) Operator assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage. Such responsibility includes keeping doors locked and other means of entry to the Premises closed.
- q) Operator may not receive, store, discharge, or transport firearms, ammunition, weapons, or explosives of any kind or nature at, on, or from the Premises, except with King County's prior written consent, which may be given or withheld in King County's sole and absolute discretion.
- r) Operator is responsible for the observance of all of the foregoing rules by Operator's employees and invitees.

After Recording. Return To:
King County
Attn: Stephanie Clabaugh
500 4th Ave. Suite 830
Seattle, WA 98104

EASEMENT AGREEMENT

Grantor: King County, a political subdivision of the State of Washington

Grantee: Seattle School District No. 1

**Abbreviated Legal
Description of Grantor
Property:** Official on Exhibit A

**Abbreviated Legal
Description of Grantee
Property, the Alder
School Easement Area:** Official on Exhibit B

**Assessor's Tax Parcel
Numbers:** 7949300095; 2908700085