

COMMERCIAL LEASE

THIS LEASE made this 1st day of January, 2011, by and between City of Enumclaw, a municipal corporation organized under Title RCW 35A, Optional Municipal Code, hereinafter referred to as "Lessor", and King County Fire District #28, hereinafter referred to as "Lessee".

WITNESSETH:

1. **Premises:** Lessor does hereby lease to Lessee those certain lands and improvements legally described in Exhibit "A" attached hereto and incorporated herein as if set forth in full, commonly known as 1330 Wells Street, Enumclaw, King County, Washington 98022.
2. **Term:** The term of this lease shall be for one (1) year commencing the 1st day of January, 2011 and ending the 31st day of December 2011. The term shall automatically be renewed on January 1st of each succeeding year unless terminated by either party by giving the other party notice on or before June 1st in the year preceding the beginning of an automatic renewal term.
3. **Rent:** Lessee covenants and agrees to pay the Lessor as rental for said premises a minimum yearly rental of One Hundred and no/100 (\$100.00) DOLLARS payable in advance on the first day of the year to Lessor at 1338 Griffin Avenue, Enumclaw, Washington 98022 or to such other place as the Lessor may hereafter designate.
4. **Repairs and Maintenance:** Premises have been inspected and Lessee has agreed to accept the building, parking lot, landscape. Further Lessee shall, at its

own expense, and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the premises; keep all drain pipes free and open; protect water, heating, gas and other pipes to prevent freezing or clogging; repair all leaks and damage caused by leaks; replace all glass in windows and doors of the premises which may become cracked or broken; and remove ice and snow from sidewalks and parking lot adjoining the premises, and shall sweep, and keep clean and free of rubbish and litter all surrounding parking lots and sidewalks; water and maintain all landscaping; maintain parking lot.

Except for the roof, exterior walls and foundations, which are the responsibility of the Lessor, Lessee shall make such repairs as necessary to maintain the premises in as good as condition as they now are in, reasonable use and wear and damage by fire and other casualty excepted. Lessee also shall maintain the roof, all exterior walls and foundations, Lessee shall make such repairs on all of the building, parking areas as necessary to maintain the premises in good condition, including but not limited to periodic repair on ceiling and asphalt parking and ramp areas and maintain all landscaping and replace any diseased or dead landscape material immediately with the objective of maintaining the building in such condition that it will present a professional and well maintained building.

5. **Utilities and Fees:** Lessee agrees to pay all charges for lights, heat, sewer, garbage and all other utilities and services to the premises; and all license fees and

other governmental charges levied on the operation of Lessee's business on the premises, including but not limited to any state leasehold taxes.

6. **Accidents and Liabilities:** Lessor or its agents shall not be liable for any injury or damage to persons or property sustained by Lessee or others in and about the premises. Lessee agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.

Lessee agrees to maintain public liability insurance on the premises in the minimum limit of \$50,000.00 for property damage and in the minimum of \$500,000.00 - \$1,000,000.00 for bodily injuries and death, and shall name Lessor as an additional insured. Lessee shall furnish Lessor a certificate indicating that the insurance policy is in full force and effect, that Lessor has been named as an additional insured, and that the policy may not be cancelled unless ten (10) days prior written notice of the proposed cancellation has been given to Lessor.

7. **Use:** Lessee shall use the premises for the purpose of operation of the headquarters of King County Fire Station #28 and for no other purpose.

8. **Liens and Insolvency:** Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed and not dismissed within thirty (30) days for the business of Lessee, Lessor may cancel this lease at its option.

9. **Subletting or Assignment:** Lessee shall not sublet the whole or any part of the premises, nor assign this lease without written consent of Lessor.
10. **Access:** Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or of making repairs, additions or alterations, and to show the premises to prospective tenants for sixty (60) days prior to the expiration of the lease term.
11. **Possession:** Lessor shall deliver possession of the premises to Lessee at the commencement of the term.
12. **Fire and Other Casualty:** In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than ninety (90) days after date of such notification to notify the Lessee in written of Lessor's intentions to rebuild or repair said premises, or the part so damaged as aforesaid, and if Lessor elects to rebuild or repair said premises, Lessor shall prosecute the work of such rebuilding or repairing without unnecessary delay and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the Lessor or Lessor's agents.

In the event the building in which the premises hereby leased are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair, then it shall be optional with the Lessor to terminate this lease by written notice served on Lessee within ninety (90) days after such destruction or damage.

13. **Signs:** Lessee shall install signs on the premises, as Lessee deems appropriate to identify Lessee's business. At the termination of this lease, Lessee will remove all signs placed by it upon the premises, and will repair any damage caused by such removal, and replace prior signposts and cover at the option of Lessor.
14. **Alterations:** After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at its sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any property public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition at option of Lessor, not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed shall remain in and be surrendered with the premises as a part thereof. Trade fixtures may be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.
15. **Condemnation:** In the event a substantial part of the premises is taken by the right of eminent domain, or purchased by the condemnor, in lieu thereof, so as to

render the remaining premises untenable or unsuitable for Lessee's purposes, then this lease shall be cancelled as of the time of taking at the option of either party. In the event of a partial taking which does not render the premises untenable, the rent shall be reduced in direct proportion to the taking. Both Lessee and Lessor may participate in any condemnation proceedings and seek to recover therein for the values of their respective interest.

16. **Taxes:** Lessee agrees to pay any taxes and assessments on the building, including but not limited to any state leasehold taxes.
17. **Default and Re-Entry:** If Lessee shall fail to keep and perform any of the covenants and agreements herein contained, including the payment of rent, and such failure continues for thirty (30) days after written notice from Lessor, unless the rent is paid or appropriate action has been taken by Lessee in good faith to cure such failure, Lessor may terminate this lease and re-enter the premises, or Lessor may, without terminating this lease, re-enter said premises, and sublet the whole or any part thereof for the account of the Lessee upon as favorable terms and conditions as the market will allow for the balance of the term of the lease and Lessee covenants and agrees to pay to the Lessor any deficiency arising from as re-letting of the premises at a lesser amount than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.
18. **Removal of Property:** In the event Lessor lawfully re-enters the premises as provided herein, Lessor shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Lessee.

19. **Costs and Attorney Fees:** If by reason of any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fees and costs and expenses expended or incurred by the Lessor in connection with such default or action.
20. **No Waiver or Covenants:** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.
21. **Surrender of Premises:** Lessee agrees, upon termination of this lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean, and to deliver all keys to the premises to Lessor.
22. **Holding Over:** If Lessee, with the implied or expressed consent of Lessor, shall hold over after the expiration of the term of this lease, Lessee shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.
23. **Binding of Heirs, Successors and Assigns:** The covenants and agreements of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

24. **Notice:** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage paid, addressed to Lessor at 1339 Griffin Avenue, Enumclaw, Washington 98022 or to Lessee at 1330 Wells Street, Enumclaw, WA 98022 or at such other address as either party may designate in writing from time to time.

25. **Time is of the Essence of this Lease:**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

LESSOR:

CITY OF ENUMCLAW

By: Liz Reynolds
Its: Mayor

Attested:
By: Meredith Shirey
Its: City Clerk

Approved as to Form:
By: Michael J. Reynolds
Its: City Attorney

LESSEE:

KING COUNTY FIRE DISTRICT #28

King County Fire Dist. #28

By: David Hammit ✓
Its: Chairman

STATE OF WASHINGTON)

County of King) :ss

On this day personally appeared before me Liz Reynolds to me known to be the Mayor of the City of Enumclaw, the municipal corporation described herein, who executed the within and foregoing instrument on behalf of the City of Enumclaw, and who acknowledged that she was authorized to sign the within and foregoing instrument on behalf of the City of Enumclaw for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the
State of Washington residing
at: _____
My Commission expires: _____

STATE OF WASHINGTON)

County of King) :ss

On this day personally appeared before me David Hannity to me known to be the Chairman of King County Fire District #28, the entity described herein, who executed the within and foregoing instrument on behalf of King County Fire District #28, and who acknowledged that he/she was authorized to sign the within and foregoing instrument on behalf of said entity for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of August, 2014.

Pamela R Wiek
NOTARY PUBLIC in and for the
State of Washington residing
at: Buckley
My Commission expires: 8-1-16

