

LEASE AGREEMENT

Cascade Public Media Transmission Site & Tower

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Exhibits

- Exhibit A – Premises Floorplan
- Exhibit B – Lessees’ Antenna List
- Exhibit C – Rent Schedule
- Exhibit D – Bill of Sale
- Exhibit E – Legal Description
- Exhibit F – Memorandum of Lease

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LEASE AGREEMENT

This Lease Agreement (Agreement) is made and entered into this _____ day of _____, 2019, by and between The City of Seattle (City or Lessee) and Cascade Public Media (CPM or Lessor). City and CPM may be individually referred to in the Agreement as a “party” and collectively as the “parties”.

WHEREAS, the City has been using a portion of the CPM facility at 1729 E. Madison, (18th & Madison), more specifically identified in Exhibit E, attached hereto and incorporated by reference herein, located on Capitol Hill in Seattle, Washington (the “Facility”) for several years under that certain Letter of Agreement dated December 15, 1992 which expired on or about December 15, 2012. Since that date, the City has continued to use the Facility with CPM’s permission on a month to month basis according to the terms of the December 15, 1992 agreement.

WHEREAS, the City and CPM mutually desire to enter this Agreement to provide for the City’s continued use of the Facility, subject to the terms and conditions listed below. This arrangement will serve the operations of both the City and CPM, in addition to the overall benefit to the public.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual obligations and promises contained herein below, the sufficiency of which are hereby acknowledged, the City and CPM hereby agree as follows for the use of the Facility for the City’s operation and maintenance of its public safety communications system at the Facility on the terms and conditions herein.

This Agreement shall be effective on the date when last signed by both parties (the Effective Date).

The following terms and conditions apply:

1. Use

The City shall have the right to use and occupy that portion of the building depicted on the floorplan attached as Exhibit A (the “Premises”). Additionally, the City shall have the continued right to locate equipment on the CPM transmission tower (the “Tower”). The City will use the Facility only for its public safety communications purposes and in a manner consistent with the existing operations of the Facility as of the Effective Date, or as otherwise established by CPM with written notice to the City. For purposes of this Agreement, Facility is defined to include the Premises and the Tower.

2. Term

- a. This Agreement is for a term of fifteen (15) years (“Term”) from the Effective Date. The City shall have the option to extend the Term for three additional five year terms

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upon mutual agreement of the parties to be agreed no later than 180 days prior to the expiration of the Term.

- b. Upon expiration of the Term or any agreed extension thereof or the earlier termination of this Agreement, the City agrees to quit the Facility, and to restore the Facility to CPM in as good condition as upon delivery of possession to City, reasonable use and wear and tear excepted. All property which City is entitled to remove from the Facility under the terms of this Agreement shall be removed by City at its expense no later than thirty (30) days after the termination of this Agreement, otherwise it shall at CPM's option be deemed abandoned and shall become the property of CPM upon written notice thereof to City, or may be removed and disposed of by CPM and City shall reimburse CPM for the costs of removal and disposition thereof upon demand. Notwithstanding anything contained in this Agreement to the contrary, City shall have no obligation to remove any foundations, roads or underground utilities, and shall have no obligation to replace any trees or other landscaping that was removed during any City construction process except as required by law.

3. Rent

- a. Phase 1 – The City will occupy up to sixteen (16) racks in the 2-way Radio Room and existing tower usage as detailed in Exhibit B. CPM agrees the City can temporarily use space in the CPM area of the Premises for up to eight (8) racks. The costs for and the expenses to maintain the temporary installation, including electrical feeds from the City panel, of the aforementioned eight (8) racks will be borne by the City and the City will provide its own rack equipment. All wall and floor penetrations for securing the eight (8) racks will be filled and/or sealed by the City when the temporary installations are removed once the City vacates the temporary space. The City will begin paying Rent based on their existing tower usage and twenty-four (24) racks at a rate of \$6,025 per month effective October 1, 2018; provided that, beginning on January 1, 2020, monthly Rent will increase from \$6,025 to \$12,050.
- b. Phase 2 – From the date the Puget Sound Emergency Radio Network (PSERN) system achieves Full System Acceptance (FSA) as defined by the PSERN Joint Board or its successors, the City will have ten (10) days to notify Lessor of PSERN FSA. Within ninety (90) days of PSERN FSA the City will notify CPM of their new occupancy requirements and tower usage. CPM will then calculate a new monthly rent payment and an amendment to this Agreement will be executed detailing new occupancy, tower usage and rent. Within ninety (90) days of PSERN FSA the eight (8) temporary racks installed in CPM space will be removed by the City. Should the City not reduce occupancy or tower usage within ninety (90) days of PSERN FSA then City will be obligated to pay Phase 1 Rent of \$12,050 per month as adjusted annually and as reflected in the Rent Schedule at Exhibit C, for the balance of initial Term and any renewal thereafter.
- c. Annual increase: Beginning on January 1, 2021 Rent will be increased by three percent (3%) on January 1 of each year of this Agreement.

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4. Installation of Equipment

- a. Any additional antennas to the Tower needed by the City shall require written permission by CPM prior to installation and will need to be installed below the 350' mark on the Tower, and will result in an increase to monthly rent based on additional Tower space occupied. All currently installed antennas and any additional installed antennas must be removed by the City at its expense upon the expiration or earlier termination of this Agreement. CPM must approve in writing the Tower crew hired by the City to install the additional antennas or to remove antennas. If CPM deems necessary the City will be responsible for paying for a tower engineering analysis to determine the impact of the requested additional antenna on the Tower structure. CPM will select the engineering firm to perform the tower analysis.
- b. If at any time the City removes any City owned antennas from the Tower, all mounting hardware and feedlines as well as feedline hangers must be removed at the same time at City expense. CPM must approve the tower crew being hired for the removal and may require photo documentation of the removal or a physical inspection upon completion of the removal by a contractor of CPM's choice at the expense of the City.

5. Costs

It is understood and agreed by the parties that CPM shall bear no new or additional costs as a result of the installation, maintenance or use of any equipment or improvements made by City under this Agreement. City shall bear all costs associated with its antennas and related equipment.

6. Utilities

The City will pay for those utility costs attributable to the City's use of the Facility.

7. Taxes

It shall be the responsibility and obligation of Lessee to pay for any state or local taxes of any kind when due, imposed upon, or assessed with respect to, Lessee's operations, system, facilities, installations, equipment, any attachments thereto, and any other equipment, fixtures or improvements placed in or added to the Premises and owned by Lessee in accordance with the terms of this Lease. Lessor shall pay all real property taxes, assessments, or levies assessed against Lessor as owner of the Site.

8. Liens

- a. Lessee shall not allow any lien or encumbrance to be placed against the Lessor or Lessor's property for any action or inaction of Lessee, including failure to pay any tax or for failure to pay any other claim or debt claimed due by any person, whether or not such person be a taxing authority or any other creditor. Lessee's failure to bond over, discharge, or otherwise satisfy in any manner authorized by law, any such lien or encumbrance in a timely manner may be declared by Lessor to constitute a default under this Lease by Lessee.
- b. As a condition precedent to Lessee's making any additions or improvements which might in any way subject the interest of Lessor to claims of mechanics' liens, Lessee

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shall give written notice to Lessor, not less than ten (10) days before commencement of the work, of Lessee's intention to cause same to be done. Lessor shall have the right to place and maintain such signs and notices on the Site as may be necessary to protect it against loss from mechanics' liens or otherwise. Lessee shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by Lessee, and shall upon Lessor's request post a lien and completion bond in an amount and with a surety agreed upon by both parties.

9. Interference

- a. City will conduct its activities in accordance with applicable requirements of the FCC and sound electronic and engineering practices and will cooperate with CPM and other lessees of the Site so as to prevent interference to the pre-existing operations or equipment of CPM and such other lessees. If any engineering statement presented to or by CPM confirms that City's operations, transmissions or other activities on or around any portion of the Premises are causing, or are reasonably expected to cause, interference to the pre-existing operations, transmissions or other activities of CPM or any other lessees of the Site, City shall, at its sole expense, promptly correct the conditions causing such interference. If the interference is egregious and not remedied promptly, CPM will provide City with written notice and may require City to suspend operations. If City fails to promptly suspend operations, except for intermittent testing necessary to verify the interference has been cured, then CPM may terminate this Lease in accordance with Section 22 herein below. If City, using commercially reasonable efforts in coordination with CPM, is unable to cure such interference within thirty (30) days after such engineering statement is presented to or by City, with approval from CPM, City, may at its option, terminate this Lease upon written notice thereof to CPM, in which case City's obligation to pay Rent shall cease on the effective termination date.
- b. City shall provide CPM with written notice if City experiences unreasonable interference, caused by CPM or other lessee's of the Facility, with City's use of the Facility or the quality of City's communication services, transmissions or reception occurs. If such interference is not cured or mitigated by the offending lessee at no expense to the City or CPM within forty-eight (48) hours of CPM's receipt of such notice, CPM shall make reasonable efforts to notify lessees of the continued interference and to request lessees cure or mitigate such interference within thirty (30) days at the risk of a request for immediate cessation of use of lessees communication facilities or the portion thereof causing such interference, except for intermittent testing to determine the cause of such interference, until such time as the interference is cured.
- c. CPM agrees to require all users (defined as other lessees of the Facility) of radio frequencies on the Facility, including CPM, to: (i) comply with the rules, regulations, and licenses of the FCC, (ii) confirm the proposed installation will not create interference with existing uses, (iii) include in all future leases, licenses and agreements the requirement to comply with non-interference requirements that are substantially equivalent to the non-interference requirements in this Section 9, and (iv) reasonably

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- cooperate with other users on the Facility in order to troubleshoot the cause of any radio frequency interference which may arise.
- d. Notwithstanding anything in this Lease to the contrary, the last user to add equipment at the Facility that causes radio frequency interference that prior to the addition of aforementioned equipment did not exist, shall have primary responsibility to investigate the cause of the interference and to incur the expense to cure the interference. If the interference cannot be cured using commercially reasonable efforts, such user shall remove from the Facility the equipment that causes the interference.
 - e. As used herein, “interference” to an operation, transmission or other similar activity may include, but is not limited to any use at the Facility that causes electronic or physical obstruction with, or degradation of: (i) the communications signals from the Facility, including a condition or anticipated condition that constitutes or would constitute harmful interference within the meaning of the provisions of the rules and regulations of the FCC then in effect, (ii) the utilities being used at the Facility, and (iii) City’s use of the Facility, and operation of its equipment thereon, and access thereto.

10. RF Radiation

City shall, at City’s sole expense, take all actions required to ensure that City’s operation, alone or in combination with other emitters at the Facility, does not expose workers or the general public to levels of radio frequency radiation (“**RF radiation**”) in excess of the FCC’s RF radiation guidelines. In this regard, City shall observe CPM’s RF Safety Program (“RFSP”) and cooperate fully with CPM in preparing any submissions which the FCC may require concerning RF radiation, and in ensuring compliance with applicable FCC and other governmental standards concerning RF radiation, including without limitation participating in joint measurements and adopting procedures for repairs to and installation of equipment. City further agrees to ensure compliance with the RFSP by Lessee’s agents, contractors and service providers conducting work on the Site for Lessee.

11. Ingress and Egress

The duly authorized representatives of City shall have the right of ingress and egress to the Premises, from a public right-of-way over the Facility, twenty-four (24) hours a day, seven (7) days a week, at no additional cost to City for the purpose of installing, operating, maintaining, repairing or removing City’s equipment.

12. Maintenance and Repairs

- a. City agrees that it will keep all and every part of the Premises used by City and parts of the Premises used in common with other lessees such as the parking lot, bathroom facility and vestibule (see Exhibit A), otherwise known as Premises common areas, in the same good state of repair as they now are or may later be put, and in a clean and wholesome condition, free from dirt and accumulation of waste, reasonable use and normal wear and tear thereof excepted.
- b. City, at its sole expense, shall maintain its equipment in accordance with reasonable engineering standards to assure that at all times City’s equipment and operations are in

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- compliance with the requirements of the FCC and all other public authorities with jurisdiction over City and does not cause or result in any violation of such rules by City or any other tenant located at the Facility.
- c. CPM shall have exclusive authority over and sole responsibility for the operation of the Facility and all equipment and other facilities provided by CPM hereunder. CPM shall make any repairs, additions or improvements whatsoever in, to, or about CPM's equipment and the Facility to maintain the CPM's equipment and Facility in good condition and in compliance with good engineering practices, provided, however, that City shall be solely responsible for the maintenance and repair of equipment owned by City, and shall do so at its own expense, without damage, or threat of damage, to CPM's property or the property of other lessees of the Facility. CPM agrees to maintain the Facility so as to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over its operation, including without limitation the FCC and the FAA. In the event that CPM's operations are in any manner affected by the need for repair or maintenance of City's equipment, City shall immediately upon demand by CPM perform such repairs or maintenance. Except as provided in Section 13, CPM shall not maintain, repair or otherwise touch or interfere with City's communication facilities without City's prior written consent.
 - d. In the event that the installation, maintenance or repair of City's equipment requires that the transmission of CPM's or its other lessees' broadcast or other communications signals be interrupted for any period of time, such installation, maintenance or repair shall be performed only at such times as is approved by CPM, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, City shall have the right to access its equipment immediately without prior notice to or approval of CPM in the event of an emergency, but shall provide CPM notice of such access as soon as is reasonably possible thereafter.
 - e. It is understood and agreed that in order to allow CPM or other lessees to install, remove, maintain and repair their facilities located at the Facility, it may be necessary from time to time for CPM to request that City temporarily cease transmission activities, to turn off electrical power, and/or to make other adjustments to its equipment, system, facilities and/or operations. CPM agrees to use reasonable efforts to schedule such work so as to cause minimum disruption to the operations of City or any other lessee located at the Facility. City agrees to cooperate with CPM and to comply with and honor CPM's requests for the temporary cessation of transmission activities, and in pursuance thereof, to turn off the electrical power, and/or to make such other adjustments to its equipment or operations, as may be necessary in order to allow the orderly performance and carrying out of any such work.
 - f. City shall clearly label its equipment with the following information: (1) the name of City; (2) the name and telephone number of the responsible person(s) to contact in the event of equipment malfunction; and (3) a copy of current FCC authorization for the equipment.

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- g. City shall notify CPM in advance if it is necessary to perform work on the Tower, provided however that a best effort to notify CPM during emergency repairs will be deemed adequate notification. While working at the Facility, City's workmen shall not: (i) play radio or other musical devices while working outside; and (ii) express or engage in any obscene utterances, gestures or conduct.

13. Emergency Work

In the event that circumstances occur, or threaten to occur, from which CPM may reasonably conclude that damage is likely to occur to the property of City, CPM, any other lessee, or any other persons, or that a substantial threat to life will exist before agents of City can be advised and respond, CPM, without notice to City, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or facilities, or any other equipment or facilities on the Facility and take any other action which, in CPM's reasonable judgment, may appear necessary or appropriate with respect to the property of City, or of CPM, without liability of any kind on the part of CPM for any damage which such action may cause.

City shall pay or reimburse CPM within thirty (30) days of receipt of an invoice, together with reasonably acceptable documentation therefor, for all costs and expenses incurred by CPM in performing any work and services under the terms of this section relating to any part of the equipment, system, facilities, and/or any attachments thereto, of City, where such work was required as a result of an emergency condition as defined in this Section 13.

14. Alterations

If the City intends to alter its portion of the Premises the following items apply to the project:

- a. Plans for the alterations will be mutually agreed upon by CPM and the City;
- b. The City will be responsible for providing all architectural and engineering design, plans, and specifications;
- c. CPM will contract for the remodeling of the Premises, according to City plans and specifications, providing project management and construction oversight;
- d. CPM will require its contractor to pay prevailing wages;
- e. The City will reimburse CPM for all project costs; including construction, permits, and fees;
- f. The City will pay CPM a project management fee of 15% of costs incurred for the project;
- g. Reimbursement to CPM by the City for project costs and project management fees shall be paid monthly during the project and upon receipt of CPM invoices by the City.

15. Common Areas

Common areas of the Facility, e.g., the toilet room, wall adjacent to CPM portion of the Premises, and the telephone termination panel will be available for use by CPM, City, King County, PSERN, KUOW, KEXP and University of Washington personnel and future CPM authorized users.

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16. Facility Systems

Upon execution by the parties of the Bill of Sale attached hereto as Exhibit D:

- a. CPM shall assume ownership of and maintain the FM200 fire suppression system and alarm, electric gate and access controls system.
- b. CPM shall assume ownership of the City ownership portion of the Cummins 250DFAC generator s/n L930527743. CPM shall also assume maintenance of this generator.
- c. In consideration for this transfer of ownership, CPM will provide City with emergency power over the Term of this agreement.

17. Damage or Destruction

- a. CPM will not be liable to City for any loss or damage sustained by City as a result of loss, damage or destruction of the Tower, the Premises or any equipment thereon, except to the extent caused or contributed to by CPM's or CPM's Agents' negligence, gross negligence or willful misconduct and not caused in whole or in part by City.
- b. City shall immediately restore at its sole cost and expense any damage caused directly by City or its agent to any transmitters, antennas, the Tower, the Premises or any associated equipment in connection with the installation, operation, repair or removal of City's equipment.
- c. CPM shall take all commercially reasonable steps to restore at its sole cost and expense any damage caused directly by CPM, CPM's Agents or any other tenant at the Facility to City's equipment, the radios, the antennas, the Tower, the Premises, utilities, access or any associated equipment.
- d. If the Premises or any equipment thereon is partially damaged by fire, windstorm or other casualty, this Agreement shall remain in full force and effect and the damage to the equipment used by City shall be repaired by City and the damage to the Premises shall be repaired by CPM in a timely manner, in all cases the parties shall endeavor to complete their repairs within thirty (30) days of the damage, unless otherwise agreed to by the parties. If the Premises cannot be repaired without dismantling any of CPM's or City's equipment, CPM may request City remove such equipment and/or interrupt communications transmissions activity for a mutually acceptable time and duration, as long as reasonably necessary to repair the Premises.
- e. If the Facility is destroyed or made unfit for use by fire, windstorm or other casualty, and such destruction could not reasonably be repaired within thirty (30) days from the happening of such destruction, CPM may elect to either:
 - i. terminate this Agreement as of the date when the Site is so made unfit for use, by written notice to City within thirty (30) days after the occurrence of said destruction; or
 - ii. repair, restore or rehabilitate the Facility, excepting any equipment used solely by City, in which case this Agreement shall remain in full force and effect, except City's obligation to pay Rent shall abate during any period the Premises, as occupied or used by City, are not in working order.

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- f. In the event that the Premises or City's equipment or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or City's equipment for City's communication purposes, City may elect to terminate this Agreement effective as of the date of the damage or destruction, upon thirty (30) days' written notice to CPM.

18. Representations and Warranties

- a. City represents that it will obtain any construction permits and governmental authorizations required for the purpose of modifying the Premises for its intended use.
- b. CPM represents and warrants to City that (i) CPM has full corporate power and authority to enter into and perform this Agreement and the transactions contemplated hereby, (ii) the execution, delivery and performance of this Agreement by CPM have been duly and validly authorized by all necessary action on the part of CPM, (iii) this Agreement has been duly executed and delivered by CPM and constitutes its valid and binding obligation enforceable in accordance with its terms, (iv) except as otherwise provided herein and as long as City is not in default beyond any applicable cure period, City shall have sole, actual, quiet and peaceful use, enjoyment and possession of the Premises, (v) CPM's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on CPM, (vi) CPM solely owns the Property as a legal lot in fee simple, and owns and controls the Tower and Premises and has the full right, power and authority to grant this Agreement to City, and (vii) the Facility is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect City's rights under this Agreement.
- c. City represents and warrants to CPM that (i) City has full power and authority to enter into and perform this Agreement and the transactions contemplated hereby, (ii) the execution, delivery and performance of this Agreement by City have been duly and validly authorized by all necessary action on the part of the City, and (iii) this Agreement has been duly executed and delivered by City and constitutes its valid and binding obligation enforceable in accordance with its terms.
- d. CPM hereby covenants, represents and warrants that (i) CPM shall maintain the Facility, and its improvements and personal property thereon, including the Tower and Premises, in a reasonably safe and orderly condition, (ii) to the best of CPM's knowledge, the Tower and Premises comply with all laws and regulations applicable thereto with respect to their present use, including but not limited to FAA and FCC lighting, maintenance and marking regulations, and (iii) it shall use its good faith efforts to insure that the Facility shall continue to be in compliance with all applicable laws and regulations during the Term of this Agreement, provided, however, that any

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non-compliance is not caused by the negligence, gross negligence or willful misconduct of City.

- e. Any and all representations, warranties and covenants contained in this Agreement shall survive the execution of this Agreement and shall continue in full force and effect during the Term.

19. Eminent Domain

If all or any part of the Premises shall be taken or condemned for public or quasi-public use, City may terminate this Agreement in its sole discretion, and Rent shall be paid only to the date City surrenders possession of the Premises. In the event of a partial taking, if City does not elect to terminate this Agreement, it shall continue in possession of that part of the Premises not so taken under the same terms and conditions hereof, except that there shall be an equitable reduction of the Rent payment hereunder. All compensation awarded upon such condemnation or taking shall go to the party entitled to such compensation as determined by the appropriate governmental jurisdiction.

20. Insurance

- a. The City at its cost, shall maintain commercial general liability insurance or self-insurance or any combination of arrangements, with a liability limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, insuring against: (i) liability of the City and its officers, employees and agents including liability for compensable injuries suffered by third parties in connection with the City's use of the Facility; and (ii) liability arising from the City's operations and activities on or in connection with the Facility, including but not limited to any damages or loss to the Facility, including equipment and any other improvements made thereon. The City also, at its cost, shall maintain workers compensation and employers' liability insurance or self-insurance.
- b. Throughout the Initial Term and any Renewal Term of this Agreement, the City shall cause any independent contractors retained by the City to perform work on the Facility to procure and maintain workers compensation insurance written at statutory limits and with employers' liability coverage being stop gap and written at limits of no less than \$1,000,000; and with commercial general liability insurance with a liability limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, insuring against: (i) liability of contractor and its officers, employees and agents including liability for compensable injuries suffered by third parties in connection with the contractor's use of the Facility, or use by contractor's employees; and (ii) liability arising from the contractor's operations and activities on or in connection with the Facility, including but not limited to any damages or loss to the Facility, including equipment and any other improvements made thereon. The City shall furnish CPM with a copy of a certificate of insurance evidencing such insurance policies prior to the commencement of any work by an independent contractor and such policies will name the City and CPM as additional insureds.

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- c. City will maintain Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on ISO Form CG 00 01 or equivalent.
- d. City shall carry "All Risk" property insurance in an amount equal to the full replacement value of its improvements on the Facility site. City shall maintain "All Risk" property insurance in an amount equal to the full replacement or repair value (whichever is less) of all its improvements and personal property located on the Premises or shall self-insure improvements and personal property on the Premises.
- e. Notwithstanding any language to the contrary contained in this Agreement, CPM and City agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance or required to be covered under this Agreement and each hereby releases the other from any such claim or liability regardless of the cause of such loss.

21. Indemnification

To the extent permitted by law, each party to this Agreement will indemnify and hold the other party, its officers, directors, employees and/or agents, and each of them harmless from and against any and all claims, demands, suits and proceedings which may be made or commenced against any of the Parties by a third party for the recovery of damages for bodily injury or for damages to property, or for any other loss or damage of any kind including, without limitation, any and all damages, expenses, losses, reasonable attorneys' fees or court costs that may be suffered or incurred by the Parties as result of any such claim, demand, suit or proceeding, to the extent caused by, or resulting from, or arising out of, (i) Either Party's negligence or that of its employees, contractors or agents, or (ii) the breach of this Agreement by either Party, or (iii) Either Party's failure to comply with any applicable statute, rule, regulation, order, or other standard or condition, including, without limitation, any imposed in writing under this Agreement or otherwise, accepted and, pertaining to the installation, use, maintenance or removal of City's system or equipment at the Facility.

22. Risk of Loss

The City shall bear the full risk of loss from any cause other than to the extent loss is caused by CPM's negligence or gross negligence for any and all of the City's operations, systems, facilities, equipment and any attachments thereto located or installed in, on or at the CPM Facility or any portion of it.

CPM shall have no responsibility, and shall not be liable for, any damage or destruction to any of City's operations, systems, facilities, equipment or any attachments thereto, or for any loss resulting from any such damage or destruction, or for any damage, cost, compensation, or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission or loss of revenue, profit, or decrease in property value arising out of, or claimed to

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have arisen out of, the City's inability to use the Facility, unless such loss is caused by (i) CPM's negligence or gross negligence, or the negligence of any CPM employee, contractor, or agent or (ii) CPM's breach of this Agreement.

23. Loss of Use

The City shall bear the full risk of any loss of transmission time or loss of use of any of its operations, system, facilities, equipment or any attachments thereto from any cause other than to the extent caused by CPM's or CPM's Agent's negligence, gross negligence or willful misconduct, and the City hereby waives, releases, relieves and discharges CPM from any claim for damages or losses, including but not limited to lost revenues, profits, or decrease in property value, resulting from, the City's inability to transmit, except to the extent caused or contributed by CPM's or CPM's Agents negligence, gross negligence or willful misconduct.

CPM shall bear the full risk of any loss of transmission time or loss of use of any of its operations, system, facilities, equipment or any attachments thereto from any cause except to the extent caused by City's or City's Agents' negligence, gross negligence or willful misconduct, and CPM hereby waives, releases, relieves and discharges City from any claim for damages or losses, including but not limited to lost revenues, profits, or decrease in property value, resulting from CPM's inability to transmit, except to the extent caused or contributed to by City's or City's Agents' negligence, gross negligence or willful misconduct.

24. Reserved Rights

CPM reserves the right to use the Facility in any manner consistent with the provisions of this Agreement and to install addition equipment of any kind thereon for any purpose including the right to install its own or another's television, radio or other communications transmitting antennas or receiving devices, so long as such installation does not interfere within acceptable limits with City's use of the Facility as provided hereunder.

25. Default

- a. The occurrence of any of the following events shall constitute an **"Event of Default"** under the terms of this Lease.
 - i. If City shall desert or abandon the Facility and such desertion or abandonment shall continue for a period of thirty (30) days after notice to CPM of desertion or abandonment; or
 - ii. If City shall fail to pay within ten (10) business days of the time prescribed, the Rent or any other amount or amounts which may become due and payable to CPM in accordance with the terms of this Agreement, and does not cure such failure within thirty (30) days of receipt of written notice by CPM of such failure; or
 - iii. If either Party shall **materially** fail to comply with any other agreement, term, covenant or condition of this Agreement and such default shall continue for a

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period of thirty (30) days following receipt of written notice specifying the claimed default, and the defaulting Party shall not, in good faith, have commenced within said thirty (30) day period to remedy such default and diligently and continuously proceed therewith.

- b. Upon the occurrence of a **material** Event of Default by City, CPM may, at its option, either: (i) elect to terminate this Agreement and in such event CPM may recover from City all amounts due and owing under this Agreement to the effective termination date, plus interest pursuant to Section 21 hereof on all such past due amounts, or (ii) elect not to terminate this Agreement, and in such event CPM may enforce all of its rights and remedies under this Agreement, including without limitation the right to recover the Rent as it becomes due, together with interest thereon pursuant to Section 23 hereof. If CPM elects to terminate this Agreement, it shall provide written notice of termination to City, whereupon this Agreement shall terminate as of the date such notice is received. Within five (5) business days of its receipt of said notice of termination, City shall cease transmission and the use and operation of its equipment and facilities in, on and around the Facility.

26. Interest of Delinquencies

Any payment of Rent or other amounts provided for herein not paid when and as due shall bear interest at the lesser rate of twelve percent (12%) per annum or the maximum rate permitted at law, until paid, which interest shall also be deemed additional rent hereunder. The acceptance by CPM of any such delinquent payment without the applicable interest thereon shall not be deemed a waiver of CPM's right to recover such interest at any later time.

27. Cancellation

CPM or its assignee shall have the option to terminate this Agreement if the Facility ceases to be used for communication purposes and the Tower is removed and not replaced, provided that if such option is exercised, CPM or its assignee shall provide City with at least one (1) year's prior written notice.

28. Holding Over

If the City or anyone claiming under the City shall remain in possession of the Facility or any part thereof after the expiration of the Initial Term or any extension thereof without any agreement in writing between CPM and City with respect thereto, prior to acceptance of Rent by CPM, the party remaining in possession shall be deemed a tenant at sufferance, and, after acceptance of Rent by CPM, the party remaining in possession shall be deemed a tenant from month to month, subject to the provisions of this Agreement until such agreement for an extension of term is executed between CPM and City.

29. Subordination

As of the effective date of this Agreement, the Facility is not subject to any mortgage, deed of trust or other security interest. It is understood and agreed that this Agreement is secondary and

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subordinate to any mortgages, deeds of trust, or other security interest which may in the future cover, CPM's ownership in the Facility, provided that the lender and holder of such mortgage, deed of trust, or security interest agrees not to disturb City's use of and operations from the Facility, as provided in this Agreement. City will, upon request of CPM, promptly execute or cause to be executed such writings as may be necessary to evidence the fact that any rights given City under this Agreement are subordinate to any such mortgages, deeds of trust, or other security interest; provided, however, that every such mortgage, deed of trust or security interest shall recognize the validity of this Agreement in the event of foreclosure of CPM's interest and City's right to remain in occupancy of and have access to the Facility as long as City is not in default of this Agreement beyond any applicable cure period. Nothing provided herein shall be construed to give City any rights in the Facility other than the limited right to lease and use the Facility as expressly provided in this Agreement.

30. Estoppel Certificates

City shall at any time and from time to time, upon not less than twenty (20) business days prior written notice from CPM, execute, acknowledge and deliver to CPM a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance if any, and acknowledging that there are not, to City's knowledge, any uncured defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Facility.

31. Sublease, Assignment or Transfer

- a. City may not sublease, allow use by third parties, assign or transfer its right under this Agreement other than the following limited exceptions:
 - i. The City at present provides space for radio control equipment owned by King County Regional Communications Board (KCRCB) maintained by the City with King County having no site access. The KCRCB equipment will be removed within ninety (90) days of PSERN FSA.
 - ii. The City provides space for City Auxiliary Communication System (ACS) radio equipment, City may grant access for any ACS maintenance under City supervision. The ACS radio equipment will be located within the City's leased rack space referenced in Section 3.
 - iii. The City currently provides and may continue to provide space and access for maintenance under City supervision of the King County E911 rack. The King County E911 rack will be counted as part of the rack count referenced in Section 3.
- b. If CPM intends to transfer the Facility, CPM reserves the right to terminate this Agreement upon written notice to the City of no less than ninety (90) days. CPM reserves the right to use the Facility in any manner consistent with the provisions of this Agreement and to install additional equipment of any kind thereon for any purpose including the right to install its own or another's television, radio or other

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communications transmitting antennas or receiving devices, so long as such installation does not interfere with City's use of the Facility as provided hereunder.

32. Waiver

No waiver of any default or breach of any covenant by City shall be implied from any omission by CPM to take action on account of such default if such default persists or is repeated; and no express waiver shall affect any default other than the default specified in the waiver, and said waiver shall be operative only for the time and to the extent therein stated. The waiver by CPM of any breach hereof shall be limited to that particular instance, and shall not constitute a waiver of any other breach, past or future. The subsequent acceptance of any Rent by CPM shall not be deemed to be a waiver of any preceding breach by City of any term, covenant, or condition of this Agreement, other than the failure of City to pay the particular Rent so accepted, regardless of CPM's knowledge of such preceding breach at the time of acceptance of such Rent unless the parties agree otherwise in writing. The consent or approval by CPM of any act or thing requiring its consent or approval shall not be deemed to waive or render unnecessary CPM's consent to or approval of any subsequent similar acts.

33. Notices

All notices, demands, requests, or other communications made pursuant to, under or by virtue of this Agreement, must be in writing personally delivered, or mailed to the party to which the notice, demand, or request is being made by certified or registered mail, return receipt requested, postage prepaid, as follows:

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If to CPM: Vice President of Engineering and Technology
Cascade Public Media
401 Mercer Street
Seattle, WA 98109

With a copy to: (which shall not constitute notice)

Legal Affairs Manager
Cascade Public Media
401 Mercer Street
Seattle, WA 98109

If to City: City of Seattle
1933 Minor
Seattle, WA 98101
206-386-1213

All communications given pursuant to this section shall be deemed given upon delivery. Any party hereto may designate a change of address by notice to the other party given at least thirty (30) days before such change of address is effective.

34. Entire Agreement

This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and may not be amended, changed or modified, except by written instrument executed by a duly authorized officer of each of the parties hereto.

35. Partial Invalidity

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

36. Headings

The headings of the sections of this Agreement are for the purpose of convenience only, are not part of this Agreement, and shall not be deemed to modify, explain, or restrict in any manner any of the provisions of this Agreement.

37. Governing Law

This Agreement shall be governed by the laws of the State of Washington, without regard to the choice of law provisions thereof, as well as by applicable laws of the United States of America.

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38. Consent to Jurisdiction

THE PARTIES AGREE that This AGREEMENT shall be governed by the laws of the State of Washington other than its conflicts of laws rules, and, to the extent applicable, the federal laws of the United States. For the purposes of any dispute arising from this AGREEMENT, the parties hereby irrevocably submit to the jurisdiction and venue of the courts of competent jurisdiction sitting in King County, Washington. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION.

39. Memorandum of Lease

Lessor agrees to sign a short form Memorandum of Lease substantially in the form attached hereto as Exhibit F, which Lessee may record at Lessee’s expense.

40. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date this Agreement is signed by the parties, as set forth below, which date shall be the date inserted in the preamble at the beginning of this Agreement.

City of Seattle
Communications & General Services Division Cascade Public Media
Department of Administrative Services

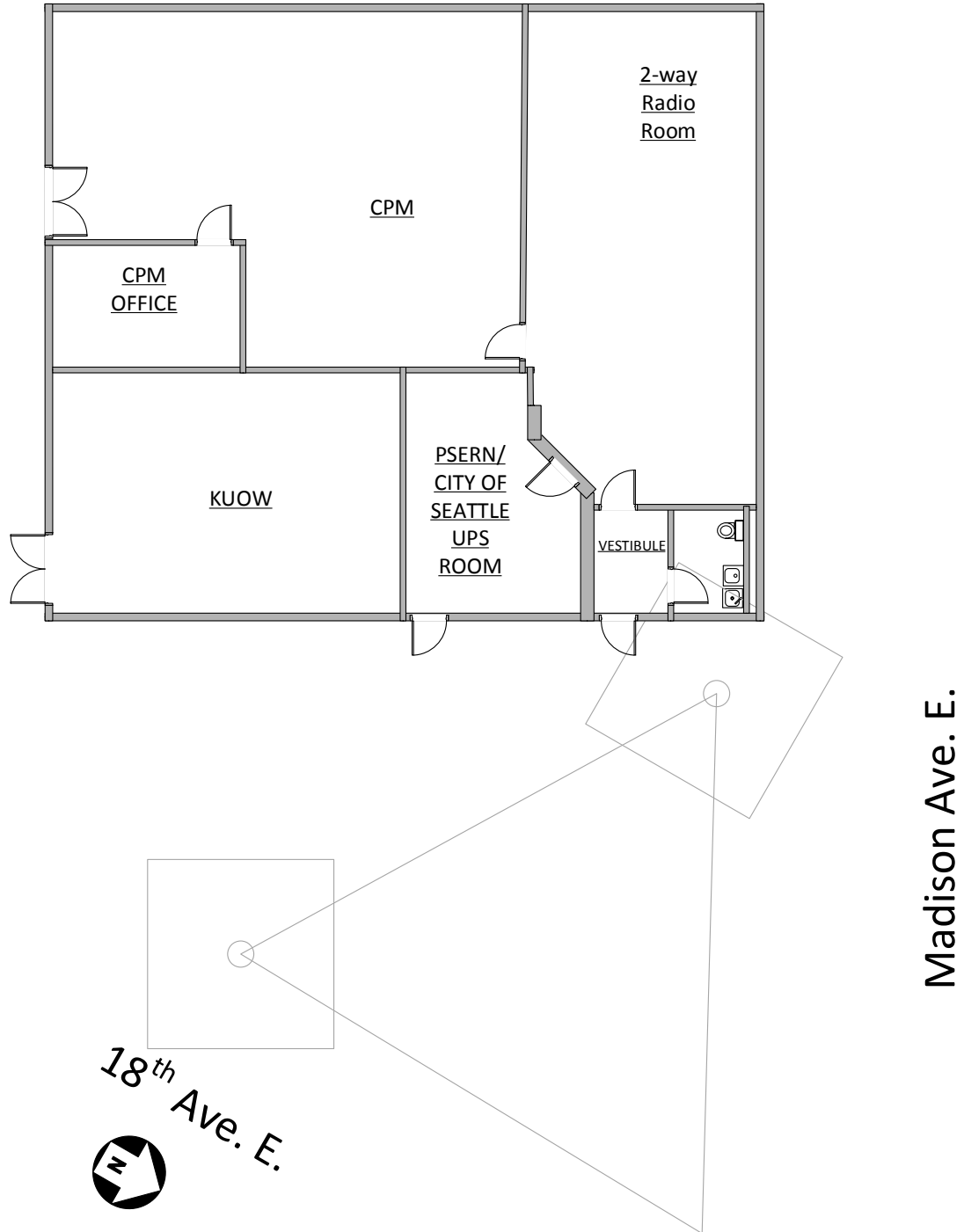
By: _____ By: _____
(Authorized Representative) (Authorized Representative)

Name: _____ Name: _____
(Type or Print) (Type or Print)

Title: _____ Title: _____

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EXHIBIT A



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EXHIBIT B

Lessee's Antenna List

Use	Height AGL (ft.)	Antenna length	Wind Load (Sq. Ft.)	Make/Model	Feedline
City Omni	320	20	4.8		
SDOT Omni	320	20	4.8		
City Omni	327	5	1.76		
City Omni	314	12	2.8		
City Omni	314	12	2.8		
City Omni	302	12	2.8		
City Omni	302	12	2.8		
Sea Police Omni	250	15	3.6		
City 90 deg Sector	227	1	1		
City 90 deg Sector	227	1	1		
City 90 deg Sector	227	1	1		
City HP Dish	219	4	13.1		
Sea Fire Omni	202	20	4.8		
City Omni	150	20	4.8		
City Dish w/Radome	100	6	28.27		
City Dish w/Radome	65	4	12.57		

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EXHIBIT C

Rent Schedule

Year		Monthly	Monthly Discount	Monthly Net
2018	1	\$12,050	\$6,025	\$6,025
2019	2	\$12,050	\$6,025	\$6,025
2020	3	\$12,050	\$0	\$12,050
2021	4	\$12,412	\$0	\$12,412
2022	5	\$12,784	\$0	\$12,784
2023	6	\$13,168	\$0	\$13,168
2024	7	\$13,563	\$0	\$13,563
2025	8	\$13,970	\$0	\$13,970
2026	9	\$14,389	\$0	\$14,389
2027	10	\$14,821	\$0	\$14,821
2028	11	\$15,266	\$0	\$15,266
2029	12	\$15,724	\$0	\$15,724
2030	13	\$16,196	\$0	\$16,196
2031	14	\$16,682	\$0	\$16,682
2032	15	\$17,182	\$0	\$17,182
2033	16	\$17,697	\$0	\$17,697
2034	17	\$18,228	\$0	\$18,228
2035	18	\$18,775	\$0	\$18,775
2036	19	\$19,338	\$0	\$19,338
2037	20	\$19,918	\$0	\$19,918
2038	21	\$20,516	\$0	\$20,516
2039	22	\$21,131	\$0	\$21,131
2040	23	\$21,765	\$0	\$21,765
2041	24	\$22,418	\$0	\$22,418
2042	25	\$23,091	\$0	\$23,091
2043	26	\$23,784	\$0	\$23,784
2044	27	\$24,498	\$0	\$24,498
2045	28	\$25,233	\$0	\$25,233
2046	29	\$25,990	\$0	\$25,990
2047	30	\$26,770	\$0	\$26,770

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EXHIBIT D
BILL OF SALE

THIS BILL OF SALE ("**Bill of Sale**") is made effective as of the _____ day of _____, 20____, (the "**Effective Date**") by the City of Seattle, ("**Lessee**"), in favor of the **Cascade Public Media**, a Washington public benefit corporation ("**Lessor**").

NOW, THEREFORE, in consideration of Lessee's tenancy, occupancy and use of space on Lessor's real property pursuant to that certain Lease Agreement, entered into the _____ day of _____, 20____, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound and subject to the terms of this Bill of Sale, Lessee does hereby absolutely and unconditionally sell, assign and transfer to Lessor all of Lessee's right, title and interest in and to the [back-up power generator, automatic transfer switch and fuel storage tank (collectively, the "**Generator**") / the FM200 fire suppression system and electronic fire alarm monitoring equipment (collectively, the "**Fire Systems**") / access controls and electric gate operator (collectively, the "**Access Controls**") installed by Lessee, which is now attached and appurtenant to that certain real property located at 1729 E. Madison Street, Seattle, WA 98122, and known as the Site, as defined in the Lease Agreement.

Lessor acknowledges and agrees that Lessee does not make and specifically disclaims any representations, warranties and guaranties whatsoever, whether express or implied, oral or written, concerning: (i) the value, quality or condition of the [Generator / FIRE SYSTEMS / ACCESS CONTROLS]; (ii) the suitability of the [Generator / FIRE SYSTEMS / ACCESS CONTROLS] for any and all activities and uses that Lessor may conduct in connection therewith; (iii) the compliance of the [Generator / FIRE SYSTEMS / ACCESS CONTROLS] with any laws, rules, ordinances or regulations of any applicable governmental authority; (iv) the merchantability, marketability or fitness for a particular purpose of the [Generator / FIRE SYSTEMS / ACCESS CONTROLS]; and (v) compliance with any environmental protection, pollution, or land use, zoning, development or regional impact laws, rules, regulations, orders or requirements with respect to the [Generator / FIRE SYSTEMS / ACCESS CONTROLS] or the installation or operation of the [Generator / FIRE SYSTEMS / ACCESS CONTROLS].

Lessor agrees to accept the [Generator / FIRE SYSTEMS / ACCESS CONTROLS] in its condition as of the Effective Date of this Bill of Sale, and waives all objections or claims against Lessee arising from or related to the [Generator / FIRE SYSTEMS / ACCESS CONTROLS]. Lessor acknowledges and agrees that to the maximum extent permitted by law, the transfer of the [Generator / FIRE SYSTEMS / ACCESS CONTROLS] is made on an "AS IS, WHERE IS" condition and basis, with no representations or warranties other than those provided by the manufacturer, if any.

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IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the Effective Date indicated above.

City of Seattle

Cascade Public Media, a Washington
public benefit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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EXHIBIT E

Legal Description of Property

LOTS 5 AND 6 IN BLOCK 20 OF RENTON'S ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 118, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

APN: 723460-1065 and 723460-1070

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EXHIBIT F

Return to:

City of Seattle
1933 Minor
Seattle, WA 98101

**MEMORANDUM
OF
LEASE**

Lessor Name:	Cascade Public Media , a Washington public benefit corporation		
Lessee Name:	City of Seattle		
Abbreviated Legal Description:	LOTS 5 & 6 BLK 20 RENTON'S ADD VOL 3 PG 118 Official legal description attached hereto as Exhibit 1		
Assessor's Tax Parcel ID #:	723460-1065 and 723460-1070		
Recording Numbers of Prior Recorded Documents:	Does not apply		
State:	Washington	County:	King

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between **Cascade Public Media**, a Washington public benefit corporation, having a mailing address of 401 Mercer Street, Seattle, Washington 98109 (hereinafter referred to as "**Lessor**") and **City of Seattle**, , having a mailing address of 1933 Minor, Seattle, Washington 98101 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Lease Agreement ("**Lease**") on the ____ day of _____, 20____, for the purpose of occupying, installing, operating and maintaining a public safety communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial term of the Lease will be fifteen (15) years commencing on the Effective Date of the Lease being the date of full execution of the Lease, with three (3) additional successive five (5) year options to extend the Lease term.
3. The portion of the land being leased to Lessee is described in Exhibit 1 annexed hereto.

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4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

Cascade Public Media, a Washington public
benefit corporation

By: _____
Print Name: _____
Its: _____
Date: _____

"LESSEE"

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ for Cascade Public Media, to me known to be the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My commission expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, for the City of Seattle, to me known to be the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My commission expires: _____

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Exhibit 1

Page 1 of 1

To the Memorandum of Lease dated _____, 2018, by and between Cascade Public Media, a Washington public benefit corporation, as Lessor, and the City of Seattle, as Lessee.

The real property on which the leased premises is located is legally described as follows:

LOTS 5 AND 6 IN BLOCK 20 OF RENTON'S ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 118, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

APN: 723460-1065 and 723460-1070