

**Return to:**

King County Facilities Management Division  
Real Estate Services  
Attention: Leasing Supervisor  
Re: Swan PSERN Lease  
500 Fourth Avenue, Suite 830  
Seattle, WA 98104

Attachment 1

**MEMORANDUM  
OF  
LEASE**

Lessor: **The City of Seattle**, a municipal corporation of the State of Washington

Lessee: **King County**, a political subdivision of the State of Washington

Abbreviated Legal Description: PTNS SEC 29, 30, 31, 32, T26N-R8E  
Official legal description attached as Exhibit 1

Assessor's Tax Parcel ID #: 292608 9004

Recording Numbers of Prior Recorded Documents: Does not apply

County: King State: Washington

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **The City of Seattle**, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department, having offices for the transaction of business at 700 Fifth Avenue, Suite 5200, Seattle, Washington 98124-4689 (hereinafter referred to as "**Lessor**") and **King County**, a political subdivision of the State of Washington, having a mailing address of 500 Fourth Avenue, Suite 830, Seattle, Washington 98104 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Ground Lease Agreement T14-802 ("**Lease**") on the \_\_\_\_ day of \_\_\_\_\_, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial lease term will be twenty-five (25) years commencing on the first day of the month following the earlier of the date Lessee commences construction of the Tower Facilities or twenty-four (24) months after the Effective Date of the Lease (as those capitalized terms are defined in the Lease), with three (3) successive five (5) year options to extend.
3. The portion of the land being leased to Lessee is described and/or depicted in **Exhibit 1** annexed hereto.

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"**

**The City of Seattle**, a municipal corporation of the State of Washington

By and through its Seattle Public Utilities Department

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: General Manager & Chief Executive Officer

Date: \_\_\_\_\_

**"LESSEE"**

**King County**, a political subdivision of the State of Washington

By: \_\_\_\_\_

Print Name: Anthony O. Wright

Its: Director, Facilities Management Division

Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and that (he/she) acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the General Manager & Chief Executive Officer, Seattle Public Utilities Department, of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Washington  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Washington  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

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to the Memorandum of Lease dated \_\_\_\_\_, 2017, by and between **The City of Seattle**, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department, as Lessor, and **King County**, a political subdivision of the State of Washington, as Lessee.

The real property on which the Leased Land is located is legally described as follows:

THOSE PORTIONS OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 26 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NUMBER 4987895, EASTERLY OF THE THREAD OF THE STOSSEL CREEK, NORTHERLY OF THE THREAD OF THE TOLT RIVER, NORTHERLY AND NORTHWESTERLY OF THE THREAD OF THE NORTH FORK OF THE TOLT RIVER AND WESTERLY OF THE THREAD OF NORTH FORK CREEK.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 292608 9004

Address: 39025 NE North Fork Road, Duvall, WA 98019

The Leased Land is described and/or depicted as follows:

A PORTION OF SECTION 29 TOWNSHIP 26 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 00°14'23" WEST, A DISTANCE OF 872.34 FEET ALONG THE WEST LINE OF SAID SECTION TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 85°04'17" EAST, SAID CURVE HAVING A RADIUS OF 999.21 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 16°27'24 TO A CONCRETE MONUMENT;  
THENCE NORTH 76°50'35" EAST, A DISTANCE OF 780.59 FEET TO A CONCRETE MONUMENT;  
THENCE SOUTH 12°59'18" EAST, A DISTANCE OF 135.59 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 10°54'37" EAST, A DISTANCE OF 77.00 FEET;  
THENCE SOUTH 79°05'23" WEST, A DISTANCE OF 104.00 FEET;  
THENCE NORTH 10°54'37" WEST, A DISTANCE OF 77.00 FEET;  
THENCE NORTH 79°05'23" EAST, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT 1**  
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