

**LEASE OF SPACE FOR MEDIC ONE OPERATIONS**

THIS LEASE AGREEMENT ("Lease") is dated as of April 28, 2008, and is made between KING COUNTY PUBLIC HOSPITAL DISTRICT NO. 2, a municipal corporation of the State of Washington, doing business as Evergreen Hospital Medical Center ("Evergreen") and the CITY OF REDMOND, WASHINGTON, a municipal corporation of the State of Washington ("Redmond").

IN CONSIDERATION OF the following agreements, covenants, promises, representations and warranties, the parties agree as follows:

**1. LEASED PREMISES**

**1.1 Lease.** Evergreen does hereby lease, demise and let unto Redmond and Redmond, as lead agency for the Northeast King County Advanced Life Support (ALS) Consortium, does hereby lease from Evergreen, upon the terms and conditions set forth in this Lease, that certain space depicted on Exhibit A attached hereto ("Premises"), which is located on a portion of the real property as legally described on attached Exhibit B ("the Building"). The Premises is a part of the Building having the address of 12040 NE 128<sup>th</sup> Street, Kirkland, Washington. The Premises consists of an area approximately 707 usable square feet in size, plus a storage area of approximately 65 usable square feet in size and a two-bay garage of approximately 918 usable square feet in size. The parties agree that that the square footage of the Premises, for all purposes under this Lease, is accurate.

**2. TERM**

**2.1 Initial Term.** The initial term ("Initial Term") of this Lease shall be for a ten (10) year period, commencing on July 1, 2008 ("Commencement Date"), and ending at 5 p.m., Pacific Standard Time, on the day before the ten year anniversary date of the Commencement Date, unless sooner terminated pursuant to this Lease.

**2.2 Additional Terms.** This Lease will renew on a biennial basis, for additional two (2) year terms ("Additional Term(s)"), so long as the parties mutually agree in writing on the terms and conditions of the Additional Terms not less than sixty (60) days prior to expiration of the preceding term. If they do not, then this Lease shall terminate at the end of the current term.

**3. TERMINATION**

**3.1 Redmond's Right to Terminate.** Notwithstanding anything to the contrary in this Lease, Redmond shall have the right, following at least ninety (90) days' prior written notice to Evergreen, to terminate the Lease at any time during the Initial Term and/or during any Additional Term. If Redmond elects to terminate the Lease, the Lease will terminate on the date specified in the notice as the termination date, provided

that such date will be no less than ninety (90) days from the date of the notice. Upon any such early termination, Redmond and Evergreen will be released from any further obligations under the Lease, except for (a) payment of all amounts accrued under the Lease to the effective date of the termination, (b) any causes of action arising or accruing up to the effective date of such termination, (c) any indemnification or other provisions which, by their terms, are intended to survive termination of this Lease, and (d) if the Lease is terminated during the initial ten (10) year term, repayment by Redmond to Evergreen of a pro-rated portion of the \$50,000.00 Tenant Improvement allowance that Evergreen is providing to Redmond.

**3.2 Evergreen's Right to Terminate.** Notwithstanding anything to the contrary in this Lease, Evergreen shall have the right, following at least one (1) year's prior written notice to Redmond, to terminate the Lease at any time during the Initial Term and/or during any Additional Term. If Evergreen elects to terminate the Lease, the Lease will terminate on the date specified in the notice as the termination date, provided that such date will be no less than one (1) year from the date of the notice. Upon any such early termination, Redmond and Evergreen will be released from any further obligations under the Lease, except for (a) payment of all amounts accrued under the Lease to the effective date of the termination, (b) any causes of action arising or accruing up to the effective date of such termination and (c) any indemnification or other provisions which, by their terms, are intended to survive termination of this Lease.

#### **4. POSSESSION, SURRENDER, HOLD OVER**

**4.1 Possession.** Except as provided elsewhere in this Lease, Redmond will be entitled to possession of the Premises on the Commencement Date. Except as may be specifically set forth in this Lease, Evergreen has made no commitment and has no obligation to alter or repair the Premises, or any part of the Building in which the Premises are located.

**4.2 Surrender.** At the expiration or sooner termination of this Lease, Redmond shall return the Premises to Evergreen in the same condition in which received, or, if altered by Evergreen or by Redmond with Evergreen's consent, then the Premises may be returned in such altered condition; broom clean, reasonable wear and tear excepted. Redmond shall remove all of its personal property, trade fixtures, appliances and equipment ("Fixtures"). Where such removal will require structural changes or damage to the Premises, Evergreen will have the option to have the same removed at Redmond's expense and under Evergreen's supervision. Redmond shall return all keys to Evergreen within thirty-six (36) hours following termination of this Lease or pay the cost of new keys, if Evergreen so requires. Redmond's obligation to perform these covenants shall survive the expiration or termination of this Lease.

**4.3 Abandonment.** Redmond agrees not to vacate or abandon the Premises at any time during the Lease Term. Should Redmond vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be deemed a breach of this Lease and, in addition to any other rights

which Evergreen may have, Evergreen may remove any personal property belonging to Redmond which remains on the Premises and store the same (or otherwise dispose of the same as permitted by applicable law), the cost of such removal and storage to be Redmond's liability.

**4.4 Hold Over.** If Redmond remains in possession of all or any part of the Premises after the expiration of the term hereof, or following any other termination hereof, with or without the express consent of Evergreen, such tenancy shall be, at most, from month to month only terminable as provided by Washington State law, and shall be subject to every term, covenant and agreement contained herein.

## 5. USE

**5.1 Permitted Use.** Redmond covenants that at all times during the Lease term and such other time as Redmond occupies the Premises, Redmond shall use the Premises only for office space, sleeping quarters, medic unit parking, and other purposes ancillary to the provision of basic and advanced life support services (commonly known as "Medic One" services) by the Redmond Fire Department on behalf of the Northeast King County ALS Consortium. Redmond shall use the Premises for no other purposes without the prior written consent of Evergreen, in Evergreen's sole discretion.

**5.2 Prohibited Uses.** Redmond shall not do or permit anything to be done in or about the Premises or bring or keep anything therein which will in any way increase or affect a standard rate of any fire or other insurance policy upon the Premises or the Building, or cause a cancellation of any such insurance policy covering said Premises or Building, nor which will in any way obstruct or interfere with the medical care facility use of the Building by Evergreen.

**5.3 Hazardous Substances.** Redmond shall not do or permit anything to be done in or about the Premises or bring or keep anything thereon that is or will constitute hazardous waste or similar legally prohibited substance or violate any environmental protection law, provided, that Redmond shall have the right to bring and keep pharmaceuticals and other medical supplies on the Premises, and to bring, keep, and dispose of medical waste generated as the result of Redmond's patient care on the Premises as long as Redmond complies with rules for the same established by Evergreen. Redmond will indemnify and hold Evergreen harmless from any and all damages related to Redmond's introduction to, or storage of, hazardous waste on the Premises. Redmond shall advise Evergreen in writing immediately of any environmental concern related to Redmond's use or occupancy of the Premises brought to Redmond's attention by any private party or governmental agency or official. Evergreen shall have the right to remedy any environmental problem and to conduct any environmental tests reasonably necessary to discover hazardous waste, prohibited substances or other environmental problem on or arising from Redmond's use and occupancy of the Premises and Redmond shall be liable for, and shall hold Evergreen harmless from, all costs, and expenses related to such tests or remedial action.

Redmond's obligations, responsibilities, and liabilities under this Section shall survive the expiration or termination of the Lease.

## 6. RENT AND OTHER CHARGES

**6.1 No Base Rent.** In consideration of the mutual benefits derived by the parties, Redmond shall not be required to pay rent to Evergreen for the duration of this Lease and any renewal terms thereof. Redmond acknowledges that Redmond's use of the space over the initial ten (10) year term is of significant value amounting to approximately \$339,298.00 at 2008 market rental rates assuming a 3% increase in value each year.

**6.2 No Security Deposit.** Redmond shall not be required to pay to Evergreen any amount as a security deposit.

**6.3 Leasehold Excise Tax.** Because there is no payment of rent by Redmond, the parties understand this transaction to be exempt from the payment of Leasehold Excise Tax levied under RCW Chapter 82.29A. In the event that any such tax becomes due, Redmond agrees to pay Evergreen an amount equal to the Leasehold Excise Tax so assessed.

**6.4 Utilities.** Redmond shall, during the Initial Term and any Additional Term(s) of this Lease, pay directly to the appropriate supplier all charges for water, gas, heat, light, power, telephone, garbage removal, sewer and janitorial services and all other materials and services supplied to the Premises and shall hold Evergreen harmless from any liability therefrom. In the event such utilities or services are not separately metered or billed to Redmond, Evergreen shall allocate those charges reasonably among those persons or entities being served, including Redmond and Evergreen.

## 7. REDMOND IMPROVEMENTS

**7.1 General Description.** As of the date of this Lease, Redmond and Evergreen have agreed upon a set of Redmond improvements ("the Redmond Improvements") to be made to the Premises in order to make the same usable for Redmond's purposes as described in Paragraph 5.1 above. A general description of the Redmond Improvements is attached to this Lease as Exhibit C and incorporated herein by this reference as if set forth in full.

**7.2 Redmond Improvement Budget.** The parties understand that Redmond's total budget for the Redmond Improvements, including the costs of design, construction, permits, and all other associated costs is \$200,000.00. However, in any event, Redmond shall be responsible to complete the Redmond Improvements as provided herein and in Exhibit C. Evergreen agrees to pay Redmond an allowance of Fifty Thousand and 00/100 Dollars (\$50,000.00) to complete the Redmond Improvements, which shall be payable upon Redmond providing Evergreen with

reasonable documentation that the Redmond Improvements have been completed consistent with Exhibit C.

**7.3 Design and Construction of Redmond Improvements.** Redmond, with Evergreen's supervision, shall diligently cause the Redmond Improvements to be designed, constructed, and prosecuted to completion in a good and workmanlike manner, in accordance with the provisions of this Section 7 and the other requirements of this Lease.

**7.3.1** Redmond will cause the preparation by a qualified architect of construction drawings and detailed plans and specifications for the Redmond Improvements, for review and acceptance by Evergreen. Evergreen shall have the right to disapprove interim and final sets of construction drawings and detailed plans and specifications which (a) do not meet the general description set forth on Exhibit C, or (b) do not comply with the requirements of law, or (c) do not comply with previous iterations of the construction drawings and detailed plans and specifications in all material respects, or (d) propose changes in work or materials that would result in a material change in appearance or diminution in quality or utility of the Redmond Improvements. The final construction drawings and detailed plans and specifications setting forth the requirements for construction of the Redmond Improvements which have been approved by Evergreen and Redmond are called the Construction Documents.

**7.3.2** Redmond shall notify Evergreen of any changes in the Construction Documents requiring Evergreen's review and/or approval, as and when such proposed changes are provided to Redmond. Evergreen shall have the right to disapprove any changes in the Construction Documents which (a) do not meet the general description set forth on Exhibit C, or (b) do not comply with the requirements of law, or (c) do not comply with previous iterations of the construction drawings and detailed plans and specifications in all material respects, or (d) propose changes in work or materials that would result in a material change in appearance or diminution in quality or utility of the Redmond Improvements.

**7.3.3** Redmond will contract for construction of the Redmond Improvements directly with a general contractor that is approved by Evergreen, which approval shall not be unreasonably withheld, delayed or conditioned. Redmond shall provide Evergreen with a copy of the construction contract with the general contractor for Evergreen's information. In addition, Evergreen will have the right to view, for its own information, all bids submitted on the construction contract. Redmond shall follow the process prescribed by law for construction of public improvements, including laws requiring public bidding, payment of prevailing wages, and similar requirements.

**7.3.4** Redmond shall obtain or shall require the general contractor to obtain any and all necessary permits, licenses, permissions, consents and approvals required from government agencies or third parties in connection with construction of the Redmond Improvements as required by law. Evergreen shall join in the application for

such permits whenever joinder is required; provided, however, that Evergreen shall have no liability in connection therewith.

**7.3.5** Redmond shall use its reasonable best efforts to commence construction of the Redmond Improvements following receipt of a building permit for the same. Redmond shall cause construction of the Redmond Improvements to be diligently and continuously prosecuted. All work shall be performed in a good and workmanlike manner, shall be free from defects in the work and materials, and shall be constructed and in substantial conformance with the Contract Documents, the requirements of this Lease, and the requirements of law. Redmond shall use its reasonable best efforts to cause substantial completion of the Redmond Improvements on or before December 31, 2008. As used in this Lease, "substantial completion" means the date on which the Redmond Improvements are sufficiently complete that Redmond can occupy or utilize the Premises for its intended purposes and where only minor punch-list items remain to be completed.

**7.3.6** Evergreen shall have the right to inspect the on-going construction of the Redmond Improvements upon reasonable prior notice to Redmond. In addition, Evergreen shall have the right to have an independent consulting architect, engineer or other appropriate person inspect the Redmond Improvements.

## **8. MAINTENANCE, REPAIR, ALTERATIONS & ADDITIONS**

**8.1 Evergreen's Obligations.** Evergreen shall maintain and repair the foundations, exterior walls and the roof structure of the building in which the Premises are located, as well as the loading bay and parking surface of the two-bay garage that is part of the Premises. If any of this maintenance and/or repair is required in whole or in part because of the negligence of the Redmond its agents or invitees, Redmond shall pay to Evergreen the reasonable cost of the repairs and/or maintenance.

**8.2 Redmond's Obligations.** Redmond shall, at Redmond's sole cost and expense, keep in good condition and repair all portions of the Premises not required to be maintained by Evergreen, including without limitation, the maintenance, repair and replacement of all interior walls or partitions and interior portions of exterior walls, doors, exterior and interior glass and window casements, roof covering (but not roof structure) and all utility systems within the Premises including heating, ventilation and air conditioning systems ("HVAC"), all plumbing pipes, electrical wiring, switches, fixtures, appliances, signs and equipment.

**8.3 Janitorial Service.** Redmond shall have the option, in its sole discretion, to either (a) contract directly with a vendor or vendors to provide janitorial services on the Premises; or (b) have Evergreen perform janitorial services on the Premises utilizing the same method, e.g., contract or in-house staff, as Evergreen uses for that portion of the Building used by Evergreen. In the event that Redmond opts to have janitorial service provided by Evergreen, Redmond shall reimburse Evergreen on a monthly basis for the cost of providing such service to the Premises.

**8.4 Redmond's Failure to Maintain.** In the event Redmond fails to maintain the Premises in good order, condition and repair, Evergreen shall give Redmond notice to do such acts as are reasonably required to so maintain the Premises. In the event Redmond fails to so maintain the Premises and fails to promptly commence such work and diligently prosecute it to completion, then Evergreen shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Redmond as are reasonably required to perform such work and Redmond shall reimburse Evergreen for such expenditures within thirty (30) days after receipt of an invoice for such work.

**8.5 Alterations.** Redmond shall make no alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of Evergreen, except for non-structural alterations which do not exceed \$10,000 in a one-time cost and which are not visible from outside the structure.

## 9. SIGNS

**9.1 Permission Required.** Redmond shall not place any signs or symbols in the windows or on the doors of the Premises or upon any part of the Building without the prior written consent of Evergreen. Any signs or symbols shall be in conformity with other signs on the Premises and the Building, Evergreen's Rules and all applicable laws, ordinances and regulations. Redmond shall maintain any such sign or symbol in good condition and repair at its sole cost and expense. Redmond shall remove such sign or symbol at its sole cost and expense upon termination of the Initial Term or Additional Term(s), and shall repair all damage caused by the removal. If Redmond fails to remove any such sign or symbol and/or repair any damage caused by its removal, Evergreen may have the same removed and/or repaired at Redmond's expense.

## 10. INDEMNITY

**10.1 Redmond to Indemnify.** Redmond shall indemnify, defend and hold Evergreen harmless from any and all claims, costs and expenses arising from Redmond's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Redmond in or about the Premises and Building, and shall further indemnify, defend and hold Evergreen harmless from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Redmond's part to be performed under the provisions of this Lease or arising from any negligence of Redmond or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred by Evergreen in the defense of any such claim or any action or proceeding brought thereon. Redmond shall not, however, be required to indemnify Evergreen from any claim or portion thereof arising out of Evergreen's willful misconduct.

**10.2 Evergreen to Indemnify.** Evergreen shall indemnify, defend and hold Redmond harmless from any and all claims, costs and expenses arising from any activity, work or things which may be permitted or suffered by Evergreen in or about the Building, and shall further indemnify, defend and hold Redmond harmless from and

against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Evergreen's part to be performed under the provisions of this Lease or arising from any negligence of Evergreen or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred by Redmond in the defense of any such claim or any action or proceeding brought thereon. Evergreen shall not, however, be required to indemnify Redmond from any claim or portion thereof arising out of Redmond's willful misconduct.

## 11. INSURANCE

**11.1 Liability Insurance.** Redmond shall, at its expense, maintain at all times during the term of this Lease, comprehensive liability insurance, property damage liability insurance and premises liability insurance in respect of the Premises and the conduct or operation of Redmond therein, with Evergreen as an additional insured, having Two Million and No/100 Dollars (\$2,000,000.00) minimum combined single limit coverage, or its equivalent. The limits of such insurance shall not limit the liability of Redmond under the indemnity provisions of this Lease. Upon the request of Evergreen, Redmond shall deliver to Evergreen certificates of insurance, in such form reasonably requested by Redmond, issued by the insurance company or its authorized agent.

**11.2 Personal Property Insurance.** Redmond shall obtain and bear the expense of maintaining fire and extended coverage insurance on the Premises, covering all Redmond's personal property, including but not limited to Redmond's furniture, fixtures, leasehold improvements, plate glass, equipment and inventory, in the amount of full replacement costs.

**11.3 Acceptable Insurance Companies.** All insurance coverage required to be maintained by Redmond hereunder shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington.

**11.4 Waiver of Subrogation.** The insurance coverage required by this Section 11 shall contain a clause pursuant to which the insurance carriers waive all rights of subrogation against Evergreen with respect to losses payable under such policies. Redmond waives any and all right of recovery against Evergreen or against the officers, elected officials, employees, agents and representatives of Evergreen, for any loss of or damage to Redmond or its property or the property of others under its control, if and to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, or which is to be insured against under the terms of this Lease. Any applicable deductible amount or self-insured amount shall be treated as though it were recoverable under such policies.

## 12. LIENS

**12.1 Liens.** Redmond shall keep the Premises and the Building free from any liens arising out of work performed, materials furnished, or obligations incurred by

Redmond and shall indemnify, hold harmless and defend Evergreen from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Redmond. In the event that Redmond shall not, within ten (10) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Evergreen shall have, in addition to all other remedies provided herein and by law, the right, but no obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Evergreen and all expenses reasonably incurred by it in connection therewith including attorneys' fees and costs shall be payable to Evergreen by Redmond on demand with interest at the rate of eighteen percent (18%) per annum from the date such expenses were incurred. Evergreen shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Evergreen shall deem proper, for the protection of Evergreen and the Premises, and any other party having an interest therein, from mechanics' and materialmen's liens, and Redmond shall give to Evergreen at least ten (10) business days' prior written notice of the expected date of commencement of any work relating to alterations or additions to the Premises.

### **13. MISCELLANEOUS**

**13.1 Attorneys' Fees.** If Redmond or Evergreen shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Evergreen for possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys' fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment or other final binding decision.

**13.2 Broker's Fees.** Evergreen shall pay no broker's or real estate agent's fees or commissions, nor share any liability for any such fees or commissions, related to this Lease.

**13.3 Governing Law, Jurisdiction and Venue.** This Lease shall be construed and enforced in accordance with the internal laws of the State of Washington. Evergreen and Redmond consent to and agree to submit themselves to venue and jurisdiction in the appropriate court in King County, Washington.

#### **13.4 Captions; Attachments; Defined Terms.**

**13.4.1** The captions of the Sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any Section of this Lease.

**13.4.2** Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

13.4.3 The term "Evergreen" shall mean only the owner or owners at the time in question of the fee title of the Premises. The obligations contained in this Lease to be performed by Evergreen shall be binding on Evergreen's successors and assigns only during their respective periods of ownership.

13.5 **Entire Agreement.** This Lease along with any exhibits and attachments hereto constitutes the entire agreement between Evergreen and Redmond relative to the Premises. This Lease and the Exhibits hereto may be altered, amended or revoked only by an instrument in writing signed by both Evergreen and Redmond. Evergreen and Redmond agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

13.6 **Severability.** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

13.7 **Binding Effect.** The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Redmond, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

13.8 **Waiver.** No covenant, term or condition of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Evergreen of any performance by Redmond after the time the same shall have become due shall not constitute a waiver by Evergreen of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Evergreen in writing.

13.9 **Merger.** The voluntary or other surrender of this Lease by Redmond, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Evergreen, terminate all or any existing subleases or subtenancies, or may, at the option of Evergreen, operate as an assignment to it of any or all such subleases or subtenancies.

13.10 **Joint and Several Liability.** All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

**13.11 No Partnership.** Evergreen shall not, in any way or for any purpose, become or be deemed to be a partner of Redmond in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Redmond.

**13.12 Corporate Authority.** Each individual executing this Lease on behalf of said party represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party.

**13.13 Notices.** All general notices required or desired to be given by Evergreen or Redmond hereunder shall be in writing and shall be deemed delivered upon actual delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

**If to Evergreen:**

Chuck Davis, Director of Facilities  
12040 NE 128th Street  
Kirkland, WA 98034  
Mail Stop #95

**If to Redmond:**

Deb Ayrs, Deputy Chief  
Redmond Fire Department  
P.O. Box 97010  
Mail Stop FDALS  
Redmond, WA 98073-9710

or at such other address as the parties may designate by written notice to the other.

**13.14 General Contact.** Non-emergency contact and general contact can be made as follows:

**Evergreen:**

Chuck Davis, Director of Facilities  
12040 NE 128th Street  
Kirkland, WA 98034  
Mail Stop #95  
(425) 899-1970  
cdavis@evergreenhealthcare.org

**Redmond:**

Deb Ayrs, Deputy Chief  
Redmond Fire Department  
P.O. Box 97010  
Mail Stop FDALS  
Redmond, WA 98073-9710  
(425) 556-2203  
dayrs@redmond.gov

**13.15 Emergency Contact.** In the case of emergency and after-hours services, contact shall be made as follows:

**Evergreen:**

On-Duty Security Officer  
(425) 899-1300

**Redmond:**

Kelly Dunn  
(425) 556-2233

**13.16 Counterparts.** This Lease may be executed in counterparts, and each counterpart constitutes an original document. Signatures transmitted by facsimile shall be deemed valid execution of this Lease, binding on the parties.

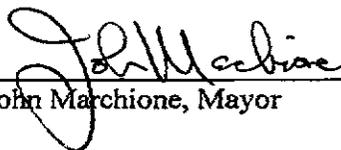
**13.17 Limited Evergreen Liability.** In no event shall Evergreen be liable (no matter what the cause of action) for any indirect, special or consequential damages of any kind, even if advised of the possibility thereof. Notwithstanding any other term of this Lease, Redmond shall not have recourse for recovery of any claim against Evergreen in excess of Evergreen's interest in the Building.

**13.18 Recording of Lease Prohibited.** Redmond shall not record this Lease, or any memorandum thereof, in the public real estate records.

**13.19 Assignment.** Neither party may assign any portion of this lease without the express written consent of the other, provided, that Redmond may, with prior notice to Evergreen, assign this Lease to another public agency member of the Northeast King County ALS Consortium if that other member has taken over the provision of advanced life support ("Medic One") services from Redmond. In such event, Redmond shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

**IN WITNESS WHEREOF,** Evergreen and Redmond have executed this Lease as of the date and year first above written.

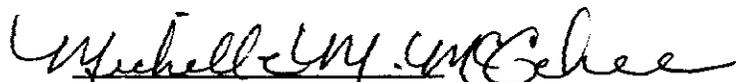
**CITY OF REDMOND**

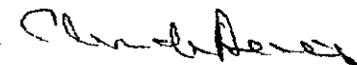
  
\_\_\_\_\_  
John Marchione, Mayor

**KING COUNTY PUBLIC  
HOSPITAL DISTRICT NO. 2**

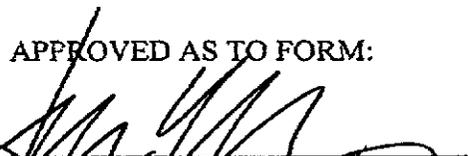
  
\_\_\_\_\_  
By: Steven E. Brown  
Title: Chief Executive Officer

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Michelle McGehee, City Clerk

OK 

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James B. Haney, City Attorney

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **John Marchione** and **Michelle McGehee** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the **Mayor and City Clerk of City of Redmond, Washington**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated: April 28, 2008

Signature: Sandra L. Marion

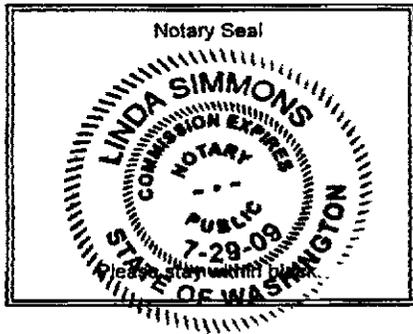
Print Name: Sandra L. Marion  
Notary Public in and for the State of Washington

Residing at Redmond

My Commission Expires: 3-25-2010

STATE OF WASHINGTON )  
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COUNTY OF KING )

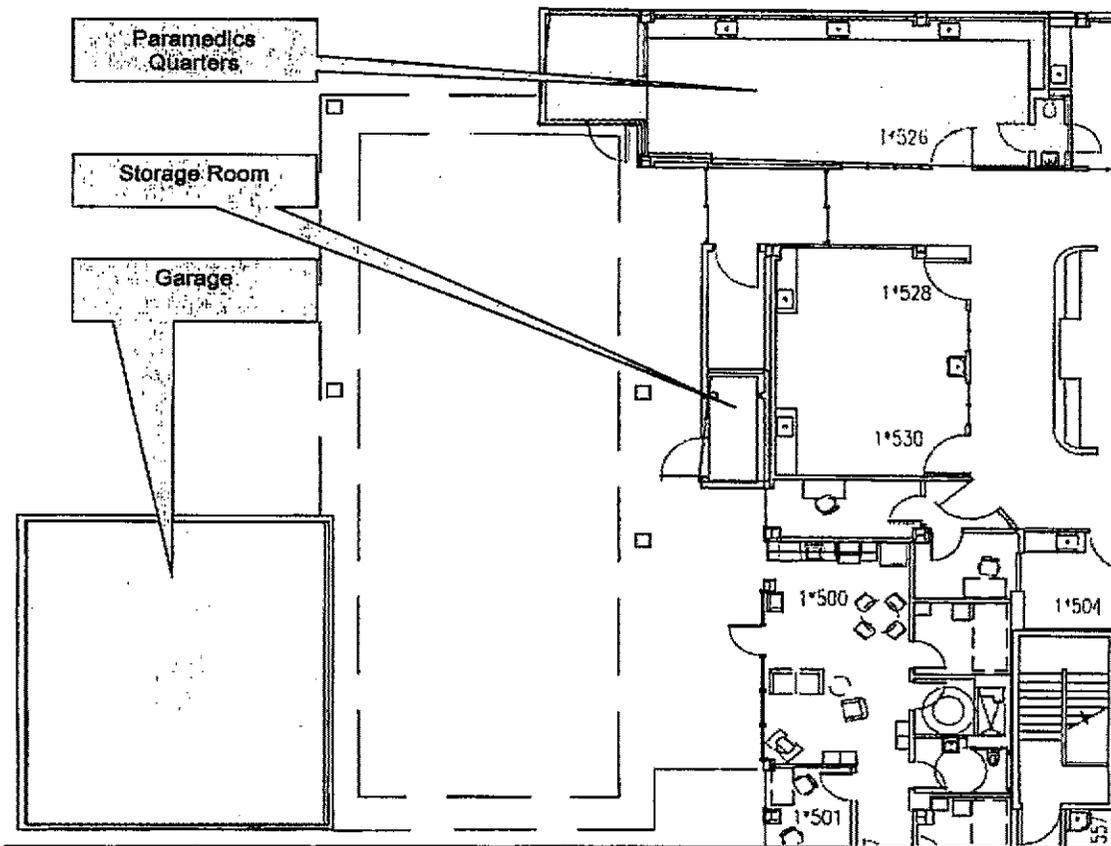
I certify that I know or have satisfactory evidence that **Steven E. Brown** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chief Executive Officer of **King County Public Hospital District No. 2**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated: 5/15/08  
Signature: [Handwritten Signature]  
Print Name: LINDA SIMMONS  
Notary Public in and for the State of Washington  
Residing at Woodville  
My Commission Expires: 7/29/09

**EXHIBIT A  
PREMISES**

**[Insert floor plan or drawing showing Premises being leased.]**



**EXHIBIT B**

**LEGAL DESCRIPTION OF LAND ON WHICH BUILDING IS LOCATED**

PARCEL 5:

That portion of the north 280 feet of the southeast quarter of the northwest quarter of Section 28, Township 26 North, Range 5 East, W.M., in King County, Washington, lying northeasterly of Northeast 128th Street as dedicated in the plat of Puget Sound Center, according to the plat thereof recorded in Volume 92 of Plats, pages 95 and 96, in King County, Washington, and the correction map thereof recorded under Recording Number 7105100304; EXCEPT that portion thereof conveyed to King County for road purposes by deed recorded under Recording Number 7108050529;

TOGETHER WITH the south 656.5 feet of the northeast quarter of the northwest quarter of Section 28, Township 26 North, Range 5 East, W.M., in King County, Washington; EXCEPT that portion thereof lying within 120th Avenue Northeast and Northeast 128th Street as dedicated in the plat of Puget Sound Center, according to the plat thereof recorded in Volume 92 of Plats, pages 95 and 96, in King County, Washington, and the correction map thereof recorded under Recording Number 7105100304; AND EXCEPT that portion thereof conveyed to King County for road purposes by deed recorded under Recording Number 7108050529; AND EXCEPT that portion thereof conveyed to the City of Kirkland by deed recorded under Recording Number 9206262120;

AND TOGETHER WITH the north 626.5 feet of the south 656.5 feet of the west 445.60 feet of the northwest quarter of the northeast quarter;

AND the west 60 feet of the northwest quarter of the northeast quarter; EXCEPT the south 656.5 feet thereof; AND EXCEPT the north 30 feet thereof for road; All in Section 28, Township 26 North, Range 5 East, W.M., in King County, Washington.

## **EXHIBIT C**

### **DESCRIPTION OF REDMOND'S TENANT IMPROVEMENTS**

The scope of work includes demolition of the existing space as needed and modifications (Tenant Improvements) to the Premises to create a finished, functional space for Paramedics Quarter that includes:

- 2 bedrooms
- Separate shower and toilet rooms.
- Combination living space and full kitchen area with automatic electrical shut off if a call comes in.
- Office area with computer, T1, fax, 911 dispatch printer, and phone access.
- Review of and, as needed, modification or refurbishment to the mechanical (HVAC) systems.
- Flooring or ceiling refurbishment as needed.
- Review of and, as needed, modification or refurbishment to the plumbing (supply & waste) systems.