

RESOLUTION NO. 2012/026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AUTHORIZING THE CITY'S EXECUTION OF A LEASE AGREEMENT WITH THE EAST COUNTY SENIOR CENTER.

WHEREAS, on January 26, 1994, the City of Monroe executed a 20-year ground lease with the East County Senior Center, authorizing the Senior Center to construct and operate a nonprofit community resource facility serving the needs of the local senior citizen population on a portion of City-owned real property located at 276 Sky River Parkway, Monroe, WA 98272; and

WHEREAS, the City and the Senior Center have negotiated a new 40-year lease agreement to replace the existing 1994 ground lease; and

WHEREAS, the City Council desires to formally approve and authorize the Mayor to execute said lease agreement on the City's behalf; NOW, THEREFORE,

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE AS FOLLOWS:

Section 1. Findings. The City Council makes the following findings in support of this resolution:

A. A substantial and growing population of senior citizens reside within the Monroe community.

B. Many of these seniors subsist upon a fixed or low income, suffer from chronic medical conditions, are vulnerable and/or otherwise require community assistance and support.

C. The care and support of the local senior citizen population is a fundamental public purpose and a governmental priority of the City of Monroe.

D. The East County Senior Center is a nonprofit entity providing valuable social and community resources to local seniors.

E. The City is authorized by law, including without limitation Article VIII, Section 7 of the Washington Constitution, to avail the City's real property for uses providing necessary support of the poor and infirm.

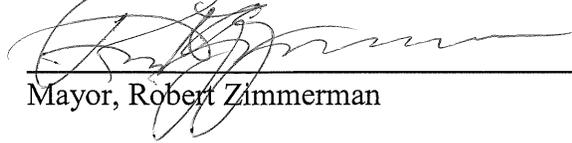
F. The City desires to replace the existing 1994 Senior Center ground lease with a new lease agreement for a term of 40 years.

Section 2. Approval of Lease Agreement; Signatory Authority. The City Council hereby approves the Senior Center lease agreement in substantially the form attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The Mayor is authorized to execute said lease agreement on behalf of the City, together with any minor revisions the Mayor may deem necessary or appropriate.

Section 3. Effective Date. This resolution shall take effect immediately upon passage.

PASSED BY THE MONROE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 2nd DAY OF OCTOBER, 2012.

CITY OF MONROE



Mayor, Robert Zimmerman

ATTEST/AUTHENTICATED:



City Clerk, Eadye Martinson

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 2nd day of October, 2012, between the City of Monroe, a Washington municipal corporation ("Landlord"), and East County Senior Center, a Washington non-profit corporation ("Tenant").

FOR AND IN CONSIDERATION of the terms and conditions set forth in this Lease, Landlord hereby rents and leases to Tenant, and Tenant hereby takes and leases from Landlord, the Leased Premises, as defined herein, upon all the following terms and conditions:

1. AGREEMENT TO LEASE

Landlord desires to lease certain Premises to Tenant, as specifically described in Section 2, and Tenant desires to lease said Premises from Landlord.

2. PREMISES

2.1 Description of Leased Premises. Landlord is the owner of the Premises physically located at 276 Sky River Parkway, Monroe, Washington, Tax ID# 27060100307400 ("the Property"), and legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. Upon the Property is located the Senior Center building ("the Building") which was constructed by Tenant pursuant to a previous Ground Lease and which contains approximately 8,500 square feet of indoor space. The area of the Property subject to this Lease ("the Leased Premises") is depicted in Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full.

2.2 Use of Leased Premises. Except as otherwise expressly provided herein, Tenant shall use the Leased Premises exclusively for the purpose of operating a non-profit community resource center serving the needs of the local senior citizen population, including poor, infirm and otherwise vulnerable seniors. Tenant shall not use the Leased Premises for any other purpose without Landlord's prior written consent, which may be withheld for any reason in Landlord's sole discretion.

2.2.1 Notwithstanding the foregoing, Tenant may from time to time utilize portions of the Leased Premises for revenue-generating events, including but not limited to dances and class reunions, provided that all revenues generated therefrom are utilized by Tenant exclusively for the purposes set forth in Section 2.2 above.

3. LEASE TERM; TERMINATION

3.1 Term. The term of this Lease ("Lease Term") shall commence on October 2, 2012, and shall expire automatically on October 2, 2052. Provided, that the parties may

mutually agree to extend the Lease Term by executing a written amendment hereto to such effect.

3.2 Termination.

3.2.1 Landlord may terminate this Lease in response to Tenant's material breach hereof. In such event, Landlord shall provide written notice to Tenant describing the alleged breach. Provided, that Tenant shall be afforded the opportunity to cure or otherwise correct the condition(s) causing the breach, or agreeing to a remediation schedule acceptable to Landlord, as provided by Section 14.

3.2.2 Separate from and independent of the foregoing, Landlord shall have the right to terminate this Lease if, in Landlord's sole discretion, Tenant no longer provides a public service for senior citizens in keeping with standards common for cities of similar population, specifically, numbers served, activities and services offered and participation therein. The parties further agree that standards set forth through the National Council on Aging's Senior Center Standards Workbook and statistical data provided by Tenant to Snohomish County's Division on Aging and other funding sources, will serve as assessment tools for Tenant's performance, and upon said approval may be added to this Lease as an addendum thereto, and thereafter in determining whether or not Tenant is performing in accordance with an acceptable standard, the general performance standards hereinafter attached shall prevail.

4. RENT.

4.1 Rent. In consideration for use of the Leased Premises hereunder, Tenant shall remit to Landlord a total payment amount of \$1.00 per year, and such sum shall be paid within ten (10) days from the date of the execution of this Lease. The parties mutually agree and acknowledge that Tenant's operation of the Senior Center upon the Leased Premises effectuates a fundamental government purpose and public benefit such as to obviate the necessity of additional compensation.

5. PERMITTED USE

5.1 Use. The permitted use of the Leased Premises is exclusively for the purposes described in Section 2.2 herein. Landlord acknowledges that Tenant has caused to be constructed and furnished a senior center facility ("the Building") upon the Leased Premises. Tenant constructed said facility in accordance with plans and specifications previously approved by Landlord. Tenant shall not use nor permit or suffer the use of the Leased Premises for any other business or purpose without Landlord's consent.

5.2 Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply fully with all local, state and federal laws, statutes, ordinances, governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to Tenant's use and occupancy of the Leased Premises. Tenant is solely responsible for maintaining compliance with all applicable laws as well as any permitting conditions for any construction upon or use of the Leased Premises by Tenant.

5.3 Parking. Parking for Tenant, its employees and invitees shall be primarily within the boundaries of the Leased Premises as shown in Exhibit B Overflow parking may from time to time utilize other areas within Landlord's complex adjacent to the senior center Building, so long as the same does not unreasonably interfere with the uses of other activities located on said adjacent property.

6. UTILITIES

6.1 Tenant shall be and remain responsible for all charges for all utilities, including without limitation all telephone, internet, cable, water, gas, heat, electricity, power, and/or sewer service, charged or attributable to the Leased Premises, including the Building.

7. PERSONAL PROPERTY TAXES

7.1 Tenant shall pay, or cause to be paid, before delinquency, any and all applicable taxes levied or assessed during the Lease Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property of Tenant located upon the Leased Premises.

8. LICENSES AND TAXES

8.1 Business and Regulatory Licenses, Fees and Charges. Tenant shall be liable for, and shall pay before delinquency throughout the Lease Term, all applicable license fees, regulatory charges, excise fees, and occupation taxes covering Tenant's use of and business conducted on the Leased Premises.

8.2 Leasehold Excise Tax. The parties acknowledge that this Lease is exempt from leasehold excise taxes pursuant to Chapter 458-29A WAC.

9. ALTERATIONS

9.1 Acceptance of Premises. Except as otherwise expressly provided herein, Tenant acknowledges that Landlord has absolutely no responsibility to make any improvements or repairs to the Leased Premises, including the Building, at any time, including but not limited to the time of possession or any other time during the Lease Term, even if conditions necessitating improvement or repair do not arise or become manifest until after possession. Tenant accepts the Leased Premises "AS IS" and "WHERE IS."

9.2 Alterations by Tenant. Tenant shall not make any alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such alterations, additions or improvements consented to by Landlord shall be made at Tenant's sole cost and expense; provided, that Tenant shall be solely responsible for ascertaining and paying any prevailing wages applicable therefor to the extent required by Chapter 39.12 RCW. Tenant shall secure any and all governmental

permits, approvals or authorizations required in connection with any such work and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees), and any and all liens resulting therefrom.

10. MAINTENANCE OF PREMISES

10.1 Maintenance and Repair by Tenant. Tenant shall at all times throughout the Lease Term, at its sole cost and expense, keep the Leased Premises and Building (including without limitation all exterior doors and entrances, all windows and moldings and trim of all doors and entrances and windows, and all partitions, door surfaces, fixtures, equipment and appurtenances thereof) in good order, condition and repair, damage by unavoidable casualty excepted (but not excluding damage from burglary or attempted burglary). Tenant shall not deposit, allow or cause to be accumulated any trash, refuse, debris, junk or any other items on the Property and shall not employ any exterior coverings, awnings or tarps without Landlord's express written permission.

10.2 SURRENDER OF PREMISES

In the event this Lease is terminated, or in the event Tenant desires to relocate its operations to a different site, Tenant may remove the improvements (including the Building) from the Property, restoring the Property to its original condition. Tenant may also work with Landlord to identify a new tenant acceptable to Landlord in Landlord's sole discretion. Provided, that nothing herein shall be construed as requiring Landlord to accept any new tenant or otherwise as limiting or constraining Landlord's discretion regarding the use of the Property.

11. LIENS AND ENCUMBRANCES

Tenant shall keep the Leased Premises free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by arising therefrom. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in an amount equal to one and one-half (1 and 1/2) times the estimated cost of any improvements, additions, or alterations in the Leased Premises which the Tenant desires to make, in order to insure Landlord against any liability for the completion of such work. Nothing in this section shall be construed as an acknowledgment or concession that the Leased Premises is subject to any lien or encumbrance.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, nor sublet the whole or any part of the Leased Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord.

13. INSURANCE, INDEMNIFICATION AND RISK OF LOSS

13.1 Indemnification. Tenant shall protect, defend, indemnify, and hold harmless Landlord, its officers, officials and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use or occupation of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Leased Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Landlord. Tenant's obligations under this section expressly include without limitation responsibility for any injury or loss caused or suffered by any employee, agent or invitee of Tenant.

It is further specifically and expressly understood that the indemnification provided herein constitutes Tenant's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this subsection shall survive the expiration or termination of this Lease.

13.2 Insurance. Tenant shall, at its expense, procure and maintain for the entire Lease Term insurance against claims for injuries to persons and damage to property which may arise from or in connection with Tenant's occupation and use of the Leased Premises.

13.2.1 Minimum Scope of Insurance. Tenant shall obtain insurance of the types described below:

A. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover Premises and contractual liability. Landlord shall be named as an insured under such policy using ISO Additional Insured - Managers or Lessors of Premises Form CG 20 11, or substitute endorsement providing equivalent coverage.

B. Property Insurance shall be written on an all risk basis.

13.2.2 Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000.00 each occurrence, and \$2,000,000.00 general aggregate.

B. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

13.2.3 Other Insurance Provisions. The insurance policies shall contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. Tenant's insurance coverage shall be primary insurance as respect Landlord. Any insurance, self-insurance or insurance pool coverage maintained by Landlord shall be excess of Tenant's coverage and shall not contribute with it.

B. Tenant's insurance shall be endorsed to state that coverage shall not be canceled by either party except upon not less than 30 days' prior written notice to Landlord, sent via certified mail, return receipt requested.

13.2.4 Acceptability of Insurers. Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

13.2.5 Verification of Coverage. Prior to commencement of the Lease Term, Tenant shall furnish Landlord with copies of the policies of insurance or certificates thereof, including without limitation any amendatory endorsements.

13.2.6 Failure to Maintain Coverage. If Tenant fails to maintain such insurance, Landlord may, without prejudice to any other remedy, procure and maintain the same on behalf of Tenant. Any such premiums paid by Landlord shall be deemed additional rent and shall be due immediately upon demand by Landlord.

13.2.7 Waiver of Subrogation. Landlord and Tenant hereby mutually release each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance or in connection with the Leased Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

13.2.8 No Limitation. Tenant's maintenance of insurance as required by this Lease shall not be construed to limit the liability of Tenant as to the coverage provided by such insurance, or otherwise limit Landlord's recourse to any remedy available at law or in equity.

13.3 Risk of Loss. Tenant exclusively assumes all risk of loss in storing, doing any work upon, using or operating any personal property upon the Leased Premises, and Landlord shall have no responsibility whatsoever for the safety, protection, integrity or preservation thereof.

13.4 Limitation of Individual Liability. Tenant agrees that no officer, official or employee of Landlord will be personally liable for any obligation of Landlord hereunder, and that Tenant must look solely to the interest of Landlord in its corporate capacity for the enforcement of any claims arising hereunder.

14. TENANT'S DEFAULT

14.1 The occurrence of any one or more of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Vacating the Premises. The vacating or abandonment of the Leased Premises by Tenant for more than fifteen (15) days.

(b) Failure to Pay Rent. The failure by Tenant to make any payment of rent or adjusted rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

(c) Unpermitted Use of Leased Premises. Use of the Leased Premises for any purpose not authorized by Section 2.2 herein shall be grounds for immediate default.

(d) Failure to Perform. Other than as specified in Section 14.1(b) and (c) above, the failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, specifically including without limitation Tenant's failure to utilize the Property for the purposes set forth in this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant. Provided, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

14.2 Remedies in Default. In the event of any default or breach by Tenant under this Lease, in addition to any other remedies at law or in equity, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Lease. Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case, this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord to the maximum extent permissible by law. In such event, Landlord shall be entitled to recover from Tenant: (i) all past due rents, and other charges; (ii) the expenses of removing fixtures installed by Tenant and restoring the Leased Premises to pre-possession status; (iii) Landlord's reasonable attorneys' fees, if applicable; (iv) the worth, at the time of court award, of the amount by which the unpaid rent and other charges called for herein covering the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could have reasonably been avoided by Landlord; or,

(b) Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover prospective rent from the effective date of Tenant's default or breach in the amount of \$14,875.00/month for the year 2012, and this amount shall thereafter increase by one hundred percent (100%) of that percentage increase in the "All Urban Consumers Index" for the Seattle-Tacoma Area for that period, and any other charges as may become due hereunder; and/or

(c) Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws of the State of Washington. Landlord expressly reserves the right to recover from Tenant any and all actual expenses, costs and damages caused in any manner by reason of Tenant's default or breach.

Without prejudice to the forgoing, Landlord and Tenant may mutually agree upon a remediation schedule to cure any default or breach.

14.3 Legal Expenses. If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to any attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other party all the costs incurred by the prevailing party, including reasonable attorneys' fees.

14.4 Remedies Cumulative – Waiver. Landlord's remedies hereunder are cumulative and the Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which Landlord may have under this Lease or by law. Neither the acceptance of rental payments nor any other acts or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist or be construed so as at any time to stop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease, at law or in equity.

15. DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord. The notice shall specify wherein Landlord has failed to perform such obligation; provided, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any remedies until such thirty (30) days have elapsed.

16. ACCESS AND USE BY LANDLORD; AUDIT RIGHTS.

16.1 Right of Entry. Upon 48 hours written notice to Tenant, Landlord or Landlord's employees, agents, and contractors shall have the right, but no obligation, to enter the Leased Premises at any time to examine the same and/or to make such inspections, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in Landlord's reasonable discretion, Landlord may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair with respect to the Leased Premises except as otherwise specifically provided for herein.

16.2 Audit. Tenant shall keep and retain for a period of six (6) years accurate books, records and financial statements regarding Tenant's use and occupation of the Leased Premises,

and shall promptly avail the same to Landlord upon request for the purpose of inspection and audit. Tenant shall fully cooperate with Landlord with respect to any such inspection and audit.

17. SURRENDER OR ABANDONMENT OF LEASED PREMISES

17.1 Surrender of Possession. Tenant shall promptly yield and deliver to Landlord possession of the Leased Premises at the expiration or prior termination of this Lease.

17.2 Holding Over. If Tenant remains in possession of the Premises after expiration or termination of the Lease Term, such possession by Tenant shall be deemed a month-to-month tenancy terminable by either party upon thirty (30) days' written notice to the other party. During any such month-to-month tenancy, rent shall accrue at the rate of \$14,875.00/month for the year 2012, and this amount shall thereafter increase by one hundred percent (100%) of that percentage increase in the "All Urban Consumers Index" for the Seattle-Tacoma Area for that period, payable in advance by the tenth day of each month. All other provisions of this Lease shall apply with respect to any month-to-month tenancy created under this section.

17.3 Abandonment. Should Tenant vacate or abandon the Leased 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 Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Leased Premises and store or dispose of the same to the fullest extent legally permissible, the cost of such removal, storage and/or disposal to be charged to Tenant.

18. MISCELLANEOUS

18.1 Notices. Any notices, demands and other communications to be given or delivered under this Lease shall be in writing and shall be deemed effective: (i) when personally delivered; (ii) when received via facsimile or electronic mail where the receiving party provides confirmation of transmission; or (iii) three (3) days after being mailed by certified mail, return receipt requested. Notices, demands and communications will, unless notice is given specifying another address, be sent to the addresses indicated below. Any party may change the address to which notices are to be sent by notifying the other party of such change.

If to Landlord:

City of Monroe
c/o City Administrator
806 Main Street
Monroe, WA 98272

If to Tenant:

East County Senior Center

18.2 Governing Law; Venue. This Lease shall be governed by the Laws of the State of Washington. The venue for any litigation arising out of this Lease shall be the Superior Court for Snohomish County, Washington.

18.3 Time. Time is of the essence with respect to this Lease and each and all of its provisions in which performance is a factor.

18.4 Non-Waiver. The failure of either Landlord or Tenant to insist upon strict performance of any of the covenants, promises or agreements contained in this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

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

18.6 Entire Agreement. The provisions of this Lease constitute the entire agreement of the parties regarding the Leased Premises, and supersede all understandings, offers, negotiations, and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind between the parties not set forth herein. Any amendment or modification of this Lease must be in writing and signed by both parties.

18.7 No Third-Party Beneficiary. This Lease is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, claim or cause of action in or for any third-party.

18.8 Regulatory Authority Preserved. Tenant acknowledges that Landlord has executed this Lease in Landlord's capacity as owner of the Property. Nothing herein shall be construed as a waiver, abridgement or limitation of the City of Monroe's regulatory authority, which the City hereby reserves in full.

18.9 No Employment Relationship. Nothing herein shall be construed as establishing an employment relationship between Landlord and any employee, agent or contractor of Tenant, or between Tenant and any employee, agent or contractor of Landlord.

18.10 Public Records Disclosure. Tenant expressly acknowledges that Landlord is an "agency" as defined by Chapter 42.17 RCW, and is fully subject to the provisions governing the disclosure of public records codified at Chapter 42.56 RCW. To the extent required or otherwise authorized by said statutes or other applicable law:

A. Any public records submitted to or generated by Landlord in connection with this Lease are potentially subject public to inspection and copying upon request. Tenant expressly waives any claim or cause of action against Landlord arising out of such disclosure.

B. Tenant shall fully cooperate with and assist Landlord with respect to any request for public records received by Landlord and related to any public records generated, produced, created and/or possessed by Tenant and related to this Lease. Upon written demand by Landlord, the Tenant shall furnish Landlord with full and complete copies of any such records within five business days. Tenant's failure to timely provide such records upon demand shall be deemed a breach of this Lease. To the extent that Landlord incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Tenant shall fully indemnify and hold harmless Landlord.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this Agreement.

18.11 Signatory Warranty. Each signatory hereto represents and warrants that he/she is authorized to sign this Lease on behalf the party whom he/she is purporting to sign.

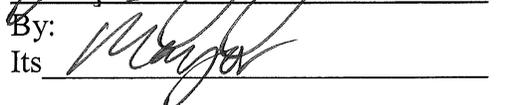
18.12 Recording. This Lease, or a Memorandum of Lease referring hereto in a form mutually acceptable to the parties, shall be recorded with the Snohomish County Auditor by Landlord.

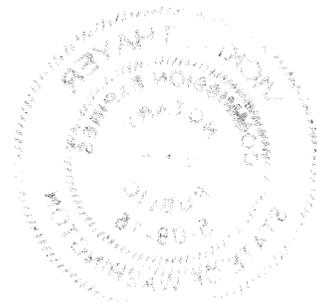
18.13 Previous Lease Superseded. This Lease is intended to replace and supersede the January 26, 1994 Ground Lease executed between the parties. Upon mutual execution of this Lease, the afore-referenced Ground Lease shall have no effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

LANDLORD:

THE CITY OF MONROE

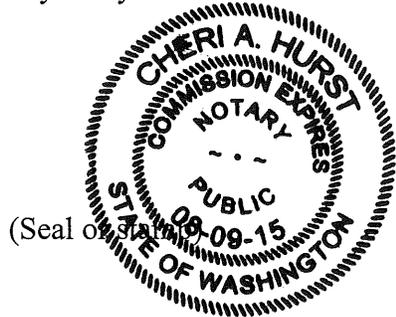

By: _____
Its  _____



STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this 3rd day of October, 2012, before me personally appeared Robert Zimmerman to me known to be the Mayor of the City of Monroe, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Cheri A Hurst
(Signature)

Cheri A Hurst
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Monroe
My appointment expires 8/9/15

TENANT:

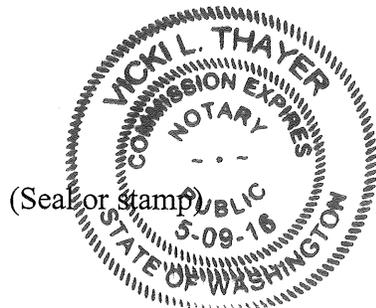
EAST COUNTY SENIOR CENTER

Marc Avni
Marc Avni, Executive Director

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.

On this 5th day of October, 2012, before me personally appeared Marc AVNI, to me known to be the Executive Director of East County Senior Center and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Vicki L Thayer
(Signature)

Vicki L Thayer
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at LAKE STEVENS
My appointment expires May 9, 2016