

AGREEMENT OF LEASE

THIS LEASE, is effective on the date of the last signature affixed hereto, by and between, Parkmont Hilton, LLC hereinafter called "Lessor", and City of Olympia called "Lessee".

1. NONSTANDARD PROVISIONS

The following entries constitute the nonstandard provisions of this lease and are referred to elsewhere herein:

- (a) Building Name: 2621 Parkmont Lane SW, Building B Bay Number: 101
- (b) Approximate floor area of Premises: 4,208 Square Feet, Including Common Area
- (c) The term of this lease shall be 60 months, and shall commence on January 1st, 2022.
- (d) Monthly rent shall be: \$2,388.10. First month's rent shall be due at lease execution.
- (e) Uses permitted on Premises Evidence storage.
- (f) Lessor at Lessor's expense shall provide the following tenant improvements:
 - (1) None.
- (g) Lessor grants permission for Lessee, at its own expense, to make the following improvements:
 - (1) Lessee will contract directly with a security company for installation/modification and monitoring of alarm system. Lessee will contract with a communications company(s) directly for cable/internet/phone service.

2. PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, those certain premises, described in Article 1 (a) and (b) and shown outlined on the standard floor plan attached hereto marked **Exhibit "A"** and made a part hereof, in that certain Building to be known as 2621 Parkmont Lane SW, Building B, situated in the City of Olympia, County of Thurston, State of Washington, located at 2621 Parkmont Lane SW, Building B, Olympia, WA 98502, hereinafter referred to as the "Building" and located on the following real property:

*Parcels 8 and 9 of SHORT SUBDIVISION NO.SS-5000,
as recorded October 14, 1975 under Auditor's File No. 949026.*

3. USE

Premises may be used and occupied only for the purpose set forth in Article 1 (e) and for no other purpose or purposes without the written consent of Lessor. No use shall be made of Premises, no act done in or about Premises, which is illegal, unlawful, or which will increase the existing rate of insurance upon Building. Lessee shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessee in Building, nor shall Lessee, without the written consent of Lessor, use any apparatus, machinery or device in or about Premises which shall cause any substantial noise or vibration. If any of Lessee's office machines and equipment (other than normal small office equipment such as typewriters, computers and the like) should disturb the quiet enjoyment of any other Lessee in Building, then Lessee shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Lessee shall observe such reasonable rules and regulations as may be adopted and published by Lessor for the safety, care and cleanliness of Premises or Building and the preservation of good order therein. Lessee shall be entitled to the same right of quiet enjoyment from other Lessees of the Building.

4. TERM

The term of this lease shall be as set forth in Article 1 (c). Lessee shall have the option to extend the lease for (2) additional terms of five years each.

Delay in commencement notwithstanding said commencement date: If for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder. In such case, the date of commencement and termination of the Lease, as set forth above, shall be extended a period of time equal to the period of any delay in delivery of possession of the Premises; provided that the termination date shall be further extended for the additional number of days required, if any, to have the lease term expire on the last day of a calendar month. The Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee, provided, however, that if Lessor shall not have delivered possession of the Premises within ninety (30) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder.

Early commencement: If Lessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial monthly rates set forth above prorated for each calendar day.

5. RENT

Lessee shall pay Lessor the monthly rental which is set forth in Article 1 (d) in United States currency of the present standard of value in advance of the first (1st) working day of each calendar

month during said term, at the office of Lessor in Building or at such other place as Lessor may from time to time designate in writing with appropriate notice to Lessee. The installment of rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month. Late rent penalty of five percent (5%) of the monthly rent shall be immediately due for any rent paid later than the fifth (5th) of any month.

5.1 RENTAL INCREASES

Commencing on January 1, 2022, and continuing through the term of the Lease, the parties agree that the monthly minimum rent due from Lessee to Lessor (as listed below), is payable monthly in advance on the first day of each month. Minimum monthly rental for any fractional month shall be prorated at one-thirtieth (1/30th) of the above specified amount for each day of such fractional month.

Year 1 (1/1/2022 – 12/31/2022): Base rent shall be \$2,388.10 per month;
Year 2 (1/1/2023 – 12/31/2023): Base rent shall be \$2,459.75 per month;
Year 3 (1/1/2024 – 12/31/2024): Base rent shall be \$2,500.00 per month;
Year 4 (1/1/2025 – 12/31/2025): Base rent shall be \$2,500.00 per month;
Year 5 (1/1/2026 – 12/31/2026): Base rent shall be \$2,500.00 per month.

6. UTILITIES

Lessee shall pay full cost of utilities when utilities are separately metered. When utilities cannot be separately metered Lessee shall pay CAM (Common Area Maintenance) charges as defined in **Exhibit "B"**. Assessed charges are due within (30) thirty days of billing invoice date. Late CAM penalty of five percent (5%) of the CAM charge will be immediately due for payments not received within (30) thirty days after invoice date.

6.1 GARBAGE

A shared dumpster is available for disposal of the general day to day office garbage generated by the Lessee. Lessee shall use plastic garbage bags to secure their garbage during transfer, and to keep the dumpster and surrounding area clean. Lessee is not permitted to dump personal garbage generated off site, or garbage generated off-site in the course of doing business, such as construction debris. Lessee shall not dump large quantities of accumulated garbage so as to fill the dumpster and prevent other tenants from being able to dispose of office garbage. Cardboard boxes must be broken down to lay flat.

7. SECURITY DEPOSIT

Lessor remains in possession of four thousand Dollars (\$4,000.00) of Lessee's deposit as security for Lessee's faithful performance of Lessee's obligations from the prior lease term. Lessee and Lessor agree to apply the amount as security deposit for this current Lease since there has been no break in occupancy. If Lessee fails to pay rent or other charges due hereunder, or otherwise

defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default; or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default; or to compensate Lessor for any loss or damage which Lessor may suffer due to Lessee. If Lessor so uses or applies all or any portion of said deposit, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated; and Lessee's failure to do so shall be a material breach of this Lease, except where such charge is in dispute. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all the Lessee's obligations hereunder and occupies the Premises for a minimum of one year, said deposit, as has not theretofore been applied by Lessor, shall be returned to Lessee (or, at Lessor's option, to the last assignee of any of Lessee's interest hereunder) at the expiration of the term hereof and after Lessee has vacated the Premises, in accordance with applicable law. If Lessee performs all the Lessee's obligations hereunder and occupies the Premises for less than one year, one half of said deposit, or so much of the one half thereof as has not theretofore been applied by Lessor, shall be returned without payment to Lessee (or, at Lessor's option, to the last assignee of any of Lessee's interest hereunder) after Lessee has vacated the Premises, in accordance with applicable law. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.

8. SERVICES

Lessor, at its sole cost, shall furnish the Premises with: See **Exhibit "B"** Attached

Lessor shall not be liable for damages, nor shall the rental herein reserved be abated for failure to furnish or delay in furnishing any of the foregoing services, when such failure or delay is caused by accident or conditions beyond the control of Lessor, or by labor disturbances or labor disputes of any character, or by inability to secure fuel, supplies, machinery, equipment or labor after reasonable efforts to do so, or by the making of necessary repairs or improvements to Premises or to Building. Nor shall the temporary failure to furnish any of such services because of an inability to secure labor or other means to provide such services be construed as an eviction of Lessee or relieve Lessee from the duty of observing and performing any of the provisions of this lease.

Normal building hours are 7:00 a.m. to 5:30 p.m., Monday through Friday. Lessee may use the Premises at any hour of the day or night provided that such use is within the terms described in Article 3.

All Washington State Laws regarding smoking and commercial buildings shall be adhered to and all cigarette butts and debris shall be properly disposed of by Lessee.

9. REPAIRS AND ALTERATIONS

Lessee agrees by taking possession of Premises that Premises are then in a tenantable and good condition; that Lessee will take good care of Premises, and that Premises will not be altered or changed without the written consent of Lessor. All damage or injury done to Premises by Lessee

shall be paid for by Lessee and Lessee shall pay for all damage to the Building caused by Lessee's misuse of Premises or the appurtenances thereto. All repairs to Premises necessary to maintain Premises in a tenantable and good condition shall be done by or under the direction of Lessor and at Lessor's expense except as otherwise specifically provided herein. Lessee shall be responsible for the expense of repair and replacement to Lessee's installed equipment and improvements. Lessee shall pay for the replacement and maintenance of doors or windows of Premises which are cracked or broken by Lessee, its employees, agents or invitees.

Lessee shall immediately inform the Lessor when any damage to the premises is observed. Lessor or Lessor's agent shall assess the repairs needed and initiate a course of action within (7) seven working days of being made aware of the damage. Damage to the property that renders it unfit for the purpose for which Lessee intends shall be repaired immediately. For repairs made as a result of Lessee's actions, Lessee shall make payment for repairs within (30) thirty days of the billing date of repair invoice(s). A late penalty of five percent (5%) of the invoice amount will be immediately due for payments not received within (30) thirty days.

Lessee shall not make changes to locks on doors or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Lessor. Lessor may make any alterations or improvements which Lessor may deem necessary for the preservation, safety or improvements of the Premises except fixtures installed by Lessee and which are removable without damage to Building. Lessee shall, at the termination of this lease by the expiration of time or otherwise, surrender and deliver Premises to Lessor in as good condition as when received by Lessee from Lessor, reasonable use and wear and damage by fire or other casualty excepted. Any alterations made to the Premises by the Lessee shall be removed and/or restored at Lessee's expense, to the original condition found at commencement of this lease, unless written permission is granted by the Lessor, authorizing the alterations to remain. If the Premises is not returned to the Lessor in as good condition as when received by Lessee from Lessor, the Lessor shall continue to pay rent on a per diem basis until the Premises has been returned to original condition.

10. ENTRY AND INSPECTION

Lessee will permit Lessor and its agents to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving Premises or Building, with 48 hours prior notice to Lessee.

Lessor shall conduct quarterly inspections of the premises to assess and correct maintenance needs, with 48 hour prior notice to Lessee.

When reasonably and actually necessary for such purposes, Lessor may close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or relieve the Lessee from the duty of observing and performing any of the provisions of this lease Lessor shall have the right to enter Premises upon 48 hours prior notice to Lessee during the hours of typical office use for the purpose of showing Premises to prospective Lessees for a period of ninety (90) days prior to the

expiration of the lease term. Lessor recognizes that Lessee intends to use the Premises for a unique purpose relating to law enforcement that requires strictly controlled and supervised access. For that reason, under no circumstance, barring an emergency jeopardizing life or property, will Lessor or any of Lessor's agents enter the Premises without a minimum of (48) forty-eight hours prior notice to Lessee and with Lessee's acknowledgement of having received such notice. At Lessee's discretion, Lessee may accompany Lessor or Lessor's agents or invitees through the Premises so as to ensure the preservation of evidence and to maintain the integrity of Lessee's logs recording access to such evidence.

11. DAMAGE OR DESTRUCTION

If Premises or Building are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor, provided such repairs can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of Premises which is unusable by Lessee in the conduct of its business (but there shall be no abatement of rent by reason of any portion of Premises being unusable for a period equal to one day or less). If such repairs cannot be made within sixty (60) days Lessor may, at its option, make them within a reasonable time and, in such event, this lease shall continue in effect and the rent shall be abated in the manner provided above. Lessor's election to make such repairs must be evidenced by written notice to Lessee within thirty (30) days after the occurrence of the damage. If Lessor does not so elect to make such repairs which cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this lease. A total destruction of Building shall automatically terminate this lease.

12. ADVERTISING

Lessor shall have the right to prohibit any advertising by Lessee, which, in its opinion, tends to impair the reputation of the Building as a first class business or professional area.

13. SIGNS

Lessee will not inscribe any inscription or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the leased Premises of Building, without first obtaining Lessor's written consent thereto, places not visible from anywhere outside of said Premises excepted. Lessee shall be responsible for the maintenance of all exterior signage to satisfaction of Lessor. Lessor shall maintain any Lessor installed or provided signs.

14. ACCIDENTS, INDEMNITY AND WAIVER OF SUBROGATION

Lessee shall defend and indemnify Lessor from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee on the Premises, or arising from any accident, injury, or damage to any person or property,

occurring on the Premises, provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor. Likewise, Lessor shall defend and indemnify Lessee from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessor or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessor in or about the Building, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Building, provided that the foregoing provision shall not be construed to make Lessor responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Lessee, or any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessee. Lessor and Lessee each releases the other from responsibility for, and waive their entire claim of recovery for (i) any loss or damage to the real or personal property of either located anywhere in the Building and including Building itself, arising out of or incident to the occurrence of any of the perils which may be covered by the fire and lightning insurance policy, with extended coverage endorsement, in common use in the Seattle locality, and policies covering any loss by theft or water damage, or (ii) loss resulting from business interruption at Premises or loss of rental income from Building, arising out of or incident to the occurrence of any of the perils which may be covered by the business interruption insurance policy and by the loss of rental income insurance policy in common use in the Seattle locality. To the extent that such risks under (i) and (ii) are in fact covered by insurance, each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

15. INSURANCE

Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises. Lessee shall maintain the following insurance limits: Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Satisfactory proof of the Lessee's membership in Washington Cities Insurance Authority shall satisfy the requirements of Section 15 of this Lease Agreement.

Lessor agrees to provide fire insurance in reasonable amounts on the Building only, not contents. Lessee covenants and agrees that it will not do or permit anything to be done on the leased Premises during the term hereof, which will increase the rate of Lessor's insurance on the Building which the leased Premises form a part, above the minimum rate which would be applicable in such Premises for the Lessee's type of business; and Lessee agrees that in the event it shall cause such an increase in the rate of insurance, it will, upon notice by Lessor providing evidence that Lessee's activities have caused rates to increase, promptly pay to the Lessor, as additional rent, any increase in premiums resulting therefrom.

16. LIENS AND INSOLVENCY

Lessee shall keep Premises and Building free from any liens or encumbrances arising out of any work performed by Lessee, materials furnished by Lessee, or obligations incurred by Lessee.

17. DEFAULT AND RE-ENTRY

If Lessee fails to pay any installment of rent within ten (10) days after written notice, or to perform any other covenant under this lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default other than for non-payment of rent is such that the same cannot reasonably be cured within such thirty-day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Upon such re-entry, Lessor may elect either (i) to terminate this lease, in which event Lessee shall immediately pay to Lessor a sum equal to that by which the then cash value of the total rent reserved under this lease for the balance of the lease term exceeds the then reasonable rental value of the Premises for the balance of the lease term; or (ii) without terminating this lease, to relet all or any part of the Premises, as the agent of and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rent received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency monthly, and Lessor may bring an action therefore as such monthly deficiency shall arise. In the event of any such retaking of possession of Premises by Lessor as herein provided, Lessee shall remove all personal property located thereon and, upon failure to do so upon demand of Lessor, Lessor may reasonably remove and store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of Lessee. If Lessee shall fail to pay any sums due hereunder or the cost of storing any such property after it has been stored for a period of thirty (30) days or more, after ten (10) days notice to the Lessee, Lessor may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first, to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money which may be due from Lessee to Lessor under the terms of this lease, and the balance, if any, to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's lawfully re-entering and taking possession of Premises or lawfully removing and storing the property of Lessee as herein provided, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such lawful re-entry shall be considered or construed to be a forcible entry.

18. SURRENDER OF POSSESSION

Upon expiration of the term of this lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor.

19. COSTS, ATTORNEYS' FEES AND VENUE

If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease including any suit by Lessor for the recovery of rent or possession of Premises, the losing party shall pay the successful party a reasonable sum of attorneys' fees in such suit. Venue for any proceeding involving this agreement shall be in Thurston County, Washington.

20. NON-WAIVER

Waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rent so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

21. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet Premises or any part thereof without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld. Lessee shall remain liable for the payment of all sums agreed to be paid under the terms of this lease despite any such assignment. However, if at the time of any such assignment Lessee establishes to the reasonable satisfaction of Lessor that its assignee is of financial responsibility equal to or superior to Lessee, Lessee shall be released from all such liability by an instrument in writing signed by Lessor. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Lessee. In the event of an assignment or subletting which requires Lessor's time and/or expense, Lessee shall reasonably compensate Lessor for such expenses. If Lessee is a corporation, then any transfer of this lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this article.

22. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

23. PRIORITY

This lease shall automatically be subordinate to any first mortgage or deed of trust heretofore or hereafter placed upon Building, to any and all advances made or to be made thereunder, to the interest on the obligations secured thereby, and to all renewals, replacements and extensions

thereof; provided, however, that in the event of foreclosure of any such mortgage or deed of trust or exercise of the power of sale thereunder, Lessee shall attorn to the purchaser of Building at such foreclosure or sale and recognize such purchaser as Lessor under this lease if so requested by such purchaser. If any mortgagee or beneficiary elects to have this lease superior to its mortgage or deed of trust and gives notice of its election to Lessee, then this lease shall thereupon become superior to the lien of such mortgage or deed of trust, whether this lease is dated or recorded before or after the mortgage or deed of trust. Within fifteen days of presentation, Lessee shall execute, acknowledge, and deliver to Lessor (i) any subordination or non-disturbance agreement or other instrument that Lessor may require to carry out the provisions of this article, and (ii) any estoppel certificate requested by Lessor from time to time in the standard form of any such mortgagee or beneficiary certifying in writing, if such be true, that Lessee shall be in occupancy, that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges shall have been paid, and that there shall be no rental offsets or claims.

24. CONDEMNATION

If the whole of Premises, or if such portion of either Premises or the facilities in Building as may be required for the reasonable use of Premises, shall be taken by virtue of any condemnation or eminent domain proceeding, this lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent and payments for Lessee's improvements shall be apportioned as of the date of such termination. In case of a taking of a part of Premises or a portion of the facilities in Building not required for the reasonable use of Premises, then this lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the rentable area of Premises is reduced, such rent reduction to be effective on the date of such partial taking. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof, provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the taking of personal property or fixtures belonging to Lessee, for the interruption of or damage to Lessee's business or for Lessee's moving expenses.

25. PARKING

Lessor shall provide Lessee with parking spaces for (3) three vehicles until the termination of this lease. The parking spaces shall be made available 24 hours per day/7 days per week. Lessee, Lessee's employees and contractors shall follow the Parking Plan and Parking Lot Guidelines (**Exhibit "C"**) provided by the Lessor. Lessor may revise the Parking Plan, and make other rules and regulations limiting or designating certain areas of parking as necessary. Lessee shall bear responsibility for communicating the Parking Plan and Parking Lot Guidelines requirements to employees, contractors and visitors, and monitoring employees, contractors, and visitors' adherence to the Parking Plan and Guidelines. All parked vehicles must be in operable condition. Lessee shall cooperate with neighboring tenant(s). Lessor shall make reasonable effort to clear

snow from parking areas, but cannot guarantee parking spaces will be accessible during periods of snowfall.

Lessee, Lessee's employees and contractors shall not store vehicles, trailers, equipment or materials outside the premises as described in Article 1 without prior written consent of Lessor. At Lessor's discretion, Lessee may be allowed to store vehicles, trailers, equipment or materials by separate written agreement. Any vehicles, trailers, equipment or materials stored on the Lessor's property for a documented period greater than (7) seven days without prior written consent of the Lessor will be towed/removed. Lessor will notify Lessee via Email at least (24) twenty-four hours prior to removal of the vehicle. If the Lessor incurs an expense related to the removal of the Lessee's, or Lessee's employee's or contractor's vehicle, the Lessee shall reimburse the Lessor for costs incurred. Lessee shall make reimbursement payment within (30) thirty days of the billing date of towing/removal invoice(s). A late penalty of five percent (5%) of the invoice amount will be immediately due for payments not received within (30) thirty days.

26. NOTICES

All notices under this lease shall be in writing and delivered in person or sent by registered or certified mail to Lessee at Premises and to Lessor at address below, or to such other place as may be designated by either party in writing.

Lessor: Parkmont Hilton, LLC
c/o Prime Locations, Inc.
4160 6th Avenue SE #200
Lacey, WA 98503

Lessee: City of Olympia
ATTN: Police Chief
P.O. Box 1967
Olympia, WA 98507

Communication of time critical information such as maintenance issues, noise complaints, parking notices, etc. shall be made via Email and telephone. Lessor and Lessee shall provide the other party with current contact information as required. Contact information for the responsible parties is listed in **Exhibit "B"**.

27. CONSTRUCTION

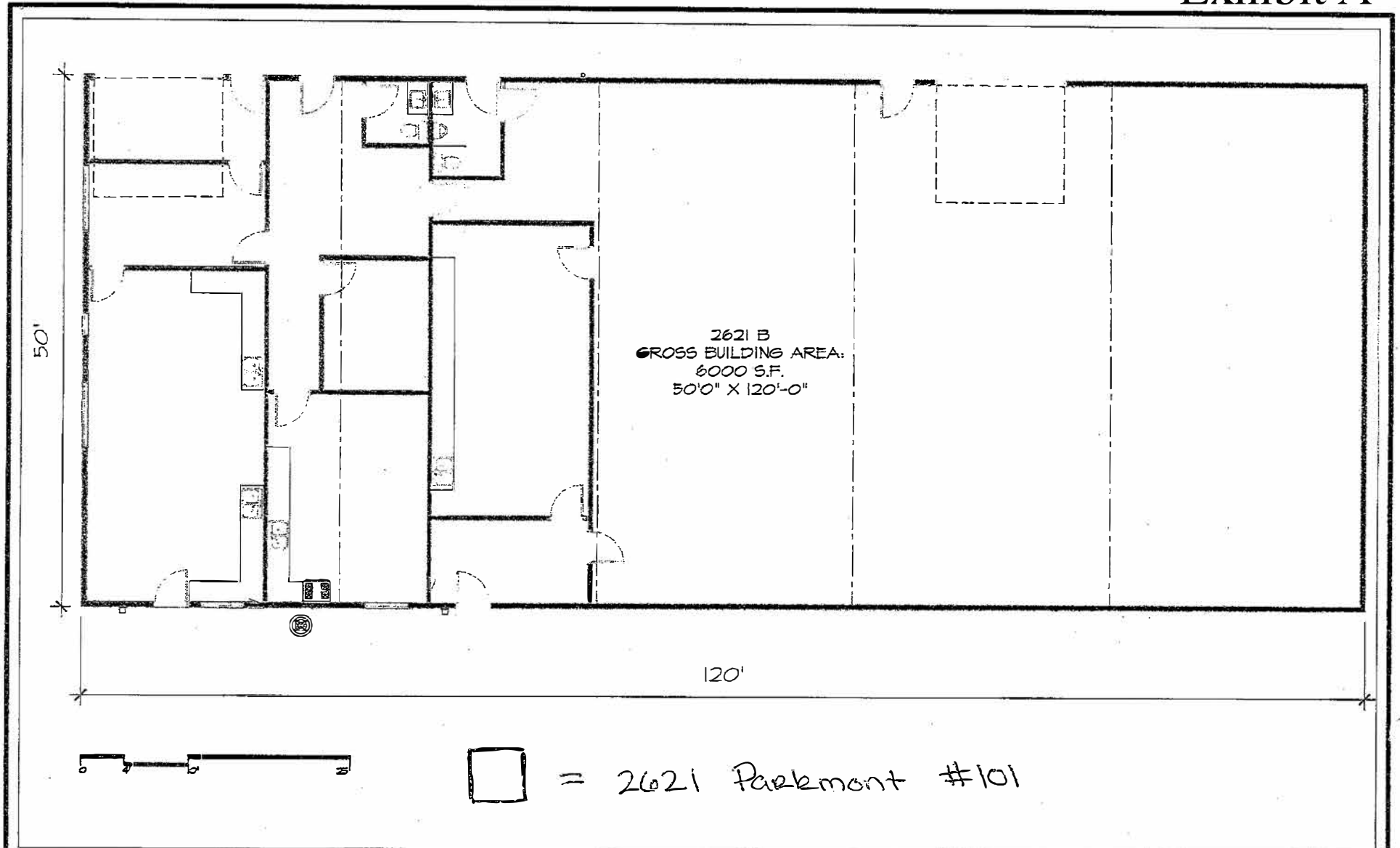
The titles to paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part thereof. This lease shall be construed and governed by the laws of the State of Washington.

28. TIME OF ESSENCE

Time is of the essence of this lease.

29. RECORDING

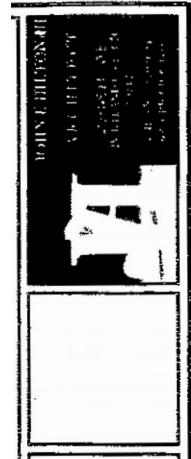
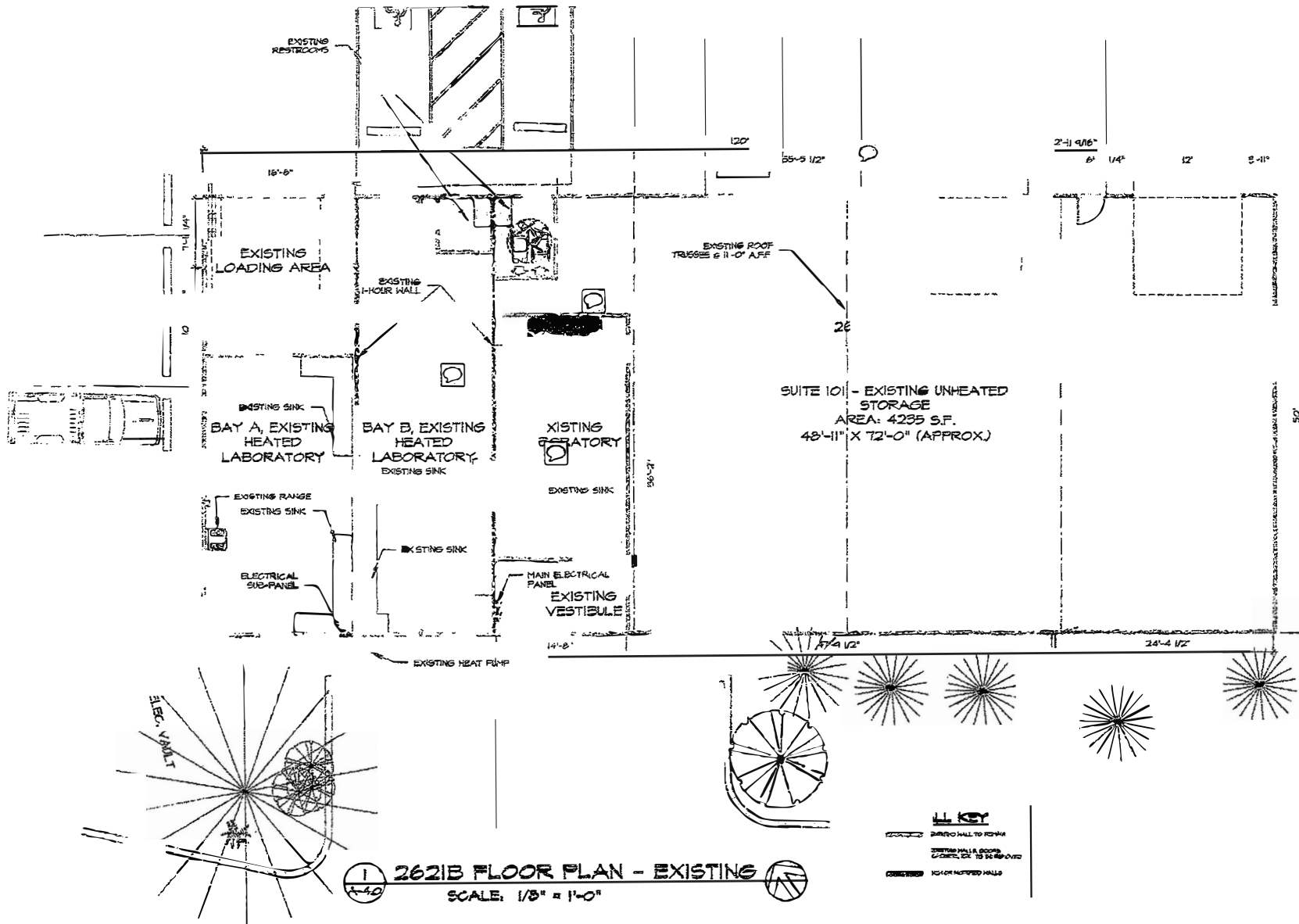
Lessor and Lessee agree that this Lease shall not be recorded but will be publicly available under



**2621 - BUILDING B
AS-BUILT DRAWING**

2621 B PARKMONT LANE SW
OLYMPIA, WA 98502

Exhibit A



**RK MONT H LTON SUITE 101
TENANT IMPROVEMENT**
2621B, SUITE 101 PARKMONT LANE BK
CLYDEBIA, MA 01502

JOB: 1511-2
DATE: 11/15/15
A-4.0
3 OF 4
© 2015 JOHN E. HILTON ARCHITECTS

WAREHOUSE 2621B, #101 - EXHIBIT "B"
 ADDENDUM TO LEASE AGREEMENT BETWEEN PARKMONT HILTON LLC
 AND CITY OF OLYMPIA

TAXES AND INSURANCE

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Real Estate Taxes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Property Assessments (related to Lessee's business)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Real Property Insurance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	General Comprehensive Public Liability Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Property Insurance

UTILITIES

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water ^{(2) (4)}
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer ^{(2) (4)}
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm Water ^{(2) (4)}
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Collection ^{(3) (4)}
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity ^{(1) (4) (6)}
<input type="checkbox"/>	<input type="checkbox"/>	Natural Gas – Not Applicable
<input type="checkbox"/>	<input type="checkbox"/>	Recycling Collection – Not Applicable (currently not offered at the property)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Service ⁽⁵⁾
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Internet/Cable Service ⁽⁵⁾

- (1) Lessor and Lessee agree that electricity is not separately metered to the Premises and Lessee shall pay its proportionate share of such services consumed within the Building. Lessee's proportionate share is 30.4% of such costs.
- (2) Lessor and Lessee agree that water, stormwater, and sewer are not separately metered. Lessee's proportionate share is 28.4% of such costs.
- (3) Lessor and Lessee agree that garbage is not separately billed to the Premises and Lessee shall pay its proportionate share of such services consumed within the Building. Lessor and Lessee agree that Lessee's proportionate share is 16.3% of such costs.
- (4) Each month Lessor shall bill Lessee for its proportionate share of such costs (and such bill shall include appropriate supporting information) and Lessee shall pay such amounts within 30 days after date of Lessor's invoice. Late CAM penalty of five percent (5%) of the CAM charge will be immediately due for payments not received within (30) thirty days after invoice date.
- (5) Lessor and Lessee agree that telephone service, internet and cable services are separately metered to the Premises and Lessee shall pay the costs of such services directly to the utility provider. Lessee shall not authorize utility provider to install cabling or equipment without prior written approval from Lessor.
- (6) Lessee agrees to not use electricity for space heating uninsulated spaces or for operation of high-load equipment or appliances without prior written permission of Lessor.
- (7) Lessor and Lessee agree that Lessee will pay a monthly surcharge for additional electrical usage above the basic rate to cover additional costs of heating and/or running high-load equipment or appliances in the amount of \$0.00.

Lessor reserves right to adjust utilities percentages if percentages used at lease signing become inaccurate due to utility billing changes or other circumstances. Charges billed to Lessee shall not exceed actual.

JANITORIAL

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Janitorial Service (common restroom)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Window Washing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior Window Washing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Restroom Supplies
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Light Bulbs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carpet Cleaning

Initials: Lessor _____ Lessee _____

Date _____

WAREHOUSE 2621B, #101 - EXHIBIT "B"
 ADDENDUM TO LEASE AGREEMENT BETWEEN PARKMONT HILTON LLC
 AND CITY OF OLYMPIA

INTERIOR MAINTENANCE

Lessor	Lessee	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Equipment & Business Property Maintenance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior Light Fixtures ⁽¹⁾
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replacement of Ballasts ⁽¹⁾
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repair of Floor Coverings ⁽¹⁾
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repair of Window Coverings ⁽¹⁾

(1) Lessee must provide Lessor written notice of needed repairs. Lessor shall make needed repairs provided that Lessor shall not be responsible for any repair, maintenance or servicing required on account of misuse or negligence of Lessee.

STRUCTURAL

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing ⁽¹⁾
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ventilating & Air Conditioning Systems
	<input checked="" type="checkbox"/>	Replacement of filters as recommended in equipment service manual
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tenant Installed Improvements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Structural Portions of the Building
	<input checked="" type="checkbox"/>	Including the roof & the water tight integrity of same
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior Doors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior Windows

(1) Lessor shall be responsible for the normal maintenance, repair and servicing of lavatory facilities, including toilets, sinks, and faucets located within the Premises. Lessor shall not be responsible for obstructed drains, or any repair, maintenance or servicing required on account of misuse or negligence by Lessee. Sinks and toilet drains will be unobstructed at occupancy.

EXTERIOR MAINTENANCE

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior Lighting
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Snow Removal for Sidewalk(s) & Parking Lot(s) ⁽¹⁾
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parking Lot Cleaning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping

(1) Lessor will make reasonable effort to clear snow from parking areas and sidewalks, but cannot guarantee parking spaces and sidewalks will be accessible during periods of snowfall.

EXTERIOR STORAGE

Lessor	Lessee	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Vehicle #1:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vehicle #2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vehicle #3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vehicle #4

(1) Lessor shall, at Lessor's discretion provide a designated storage space for each listed vehicle, or trailer as shown on the Parkmont Tenant Parking Plan (Exhibit "C"). Term of lease shall be month to month. Lessor may revise the Tenant Parking Plan, and make other rules and regulations limiting or designating certain areas of parking or storage as necessary, including termination of the storage agreement.

(2) Each stored vehicle or trailer shall be in operable condition such that vehicle or trailer can be moved at will.

(3) Lessee agrees to pay the sum of \$25.00 per storage space, per month per the terms of the building lease including late payment penalties

Initials: Lessor _____ Lessee _____

Date _____

WAREHOUSE 2621B, #101 - EXHIBIT "B"
ADDENDUM TO LEASE AGREEMENT BETWEEN PARKMONT HILTON LLC
AND CITY OF OLYMPIA

All legal notices under this lease shall be in writing and delivered in person or sent by registered or certified mail to Lessee at Premises and to Lessor at address below, or to such other place as may be designated by either party in writing.

Lessor Parkmont Hilton, LLC
c/o Prime Locations, Inc.
4160 6th Avenue SE #200
Lacey, WA 98503

Lessee: City of Olympia
P.O. Box 1967
Olympia, WA 98507

Communication of time critical information, such as maintenance issues, noise complaints, parking notices, etc. shall be made via Email and telephone. Lessor and Lessee shall provide the other party with current contact information as required. Contact information for the responsible parties is listed below.

Lessor: Parkmont Hilton, LLC
Owner: John E. Hilton III
Email: livenrosecity@comcast.net
Phone: 503-810-0381

CFO/Commercial PM: Chad Fairburn,
Email: chad@primelocations.com
Phone: 360-943-9922

Asst. Commercial PM: Andrea Pipkin
Email: andrea@primelocations.com
Phone: 360-943-9922

Lessee: City of Olympia, Police Department
Contact: Sam Costello, Deputy Chief
Email: scostell@ci.olympia.wa.us
Phone: 360-753-8066

Initials: Lessor _____ Lessee _____

Date _____

PRIVATE PROPERTY
- NO PARKING

PARKMONT LANE SW

2621C

2621A

2621B

2625A

2625B

PRIVATE PROPERTY
- NO PARKING

- OPEN SHORT-TERM
- 2621A - BAYS A-F
- 2621B - #101
- 2621B - BAYS B-C
- 2621C - WAREHOUSE
- 2625A - SUITE A
- 2625A - SUITE B
- 2625B - SUITE A
- NOT USED
- 2625C -

EXHIBIT "C"



PARKMONT TENANT PARKING PLAN



SCALE: 1/32" = 1'-0"

PLAN DATE: 12/2/15

Parkmont Parking Lot Guidelines

Currently there are not enough convenient parking spaces available for all the Parkmont tenants, tenant employees, and clients. With cooperation and consideration among tenants the challenges of parking can be greatly reduced.

Parkmont Lane SW is a private road. Park only in the designated on-street parking spaces shown on the Parkmont Tenant Parking Plan.

12th Court SW is the public road adjacent to Black Lake Blvd, where additional parking is allowed.

When parking on a street, please use care to avoid parking close to driveways and mailboxes, or impair visibility or the flow of other traffic.

Be considerate of others by parking within the lines designated for parallel parking or parking stalls. Vehicles parked outside the lines will be towed if visibility, traffic flow, or the ability for others to park is impaired.

Park only in the parking lot spaces assigned to your business as shown on the Parkmont Tenant Parking Plan. Parking in non-designated space will result in your vehicle being towed.

Parked vehicles must be in operating condition with current registration, and actively used on a daily basis. Vehicles parked more than (5) five consecutive days without moving or without current registration will be towed without notice.

Signs for the contracted towing service are posted on the property. Call the number listed on the sign if it appears your vehicle has been towed.