

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Agreement #: 11-A108	Lease Agreement with the City of Tukwila for space at Fire Station #46 - 3521 south 170 th Street
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Term: 07/20/11 thru 07/20/21

Reference to: N/A **Approved:** Administratively

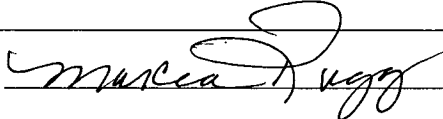
Department/Contact: Fire

Amendments:	No.	Reference to:	Date approved:	Changes to Agreement per amendment:

Comments: _____

Bid List for Destruction: N/A

Retain this record until after: 07/20/31

Date Reviewed by Deputy City Clerk: 

Lease Agreement

THIS LEASE was made effective on the date in which the last party signs this Lease Agreement, by and between City of SeaTac, herein referred to as Lessor, and City of Tukwila, herein referred to as Lessee:

WITNESSETH:

1. **PREMISES/LEASED SPACE:** Lessor does hereby lease to Lessee a portion of real property (premises) located at 3521 South 170th Street, City of SeaTac, County of King, State of Washington ("Leased Space"). The Leased Space contains a portion of the second floor sufficient to install a radio repeater and related equipment, and a portion of the rooftop sufficient to install a radio antenna at Fire Station 46.
2. **TERM:** ~~The term of this Lease shall be for 10 years.~~ At any time this lease may be terminated by either party upon ninety (90) days written notice.
3. **RENT:** In consideration of this agreement, Lessee agrees to provide Lessor use of the radio repeater for no charge.
4. **USE:** The Lessee will use the Leased Space for the installation of the equipment listed on Attachment A ("Fixtures").
5. **UTILITIES AND FEES:** The Lessee is not required to pay for any utilities, including but not limited to, electrical service or internet access used to power and control the equipment listed on Attachment A.
6. **REPAIRS AND MAINTENANCE:** The Premises will be maintained by the Lessor. Any maintenance of the Fixtures shall be borne by the Lessee. Lessee will be responsible for the payment of any damage to the Leased Space or Premises caused by the installation of the Fixtures.
7. **ALTERATIONS:** After prior written consent of Lessor, Lessee may make alterations, additions and improvements of the Leased Space necessary for the installation of the Fixtures, at Lessee's sole cost and expense and in a manner acceptable to the Lessor. The Lessee will also pay for and obtain any required permits from the City of SeaTac for the installation of the Fixtures. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this Lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition not later than the termination date, at Lessee's sole costs and expense. Any improvements not so removed shall be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.
8. **SUBLETTING OR ASSIGNMENT:** Lessee shall not sublet the whole or any part of the premise, nor assign this Lease without the written consent of Lessor, which will not be

2nd of 2 originals

CITY OF SEATAC
RECEIVED

AUG 11 2011

TIME: _____
CITY CLERK'S OFFICE

unreasonably withheld. This Lease shall not be assignable by operation of law. Any assignment shall not release the Lessee from liability under this lease unless the assignment states such.

9. **ACCESS:** Lessee shall have the right to enter the Leased Space at all reasonable times for the purpose of inspection or of making repairs of the Fixtures.
10. **ACCIDENTS AND LIABILITY:** Lessor or its agent shall not be liable for any injury or damage to persons or property sustained by Lessee or other, in or about the premises. Lessee agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises, in connection with the Lessee's use of the Premises, by any person, firm or corporation, unless caused by Lessor's sole negligence. Lessee agrees to maintain public liability insurance on the Leased Space with broad form property damage and contractual liability endorsements and in an amount approved by the Lessor, and shall name Lessor as an additional insured.
11. **SUBROGATION WAIVER:** Lessor and Lessee each herewith and hereby releases and relieves the other and waives its entire right of recovery against the other for loss and damage arising out of or incident to the perils described in standard fire insurance policies and all perils described in "Extended Coverage" insurance endorsement approved for use in the state where the premises are located, which occurs in, on or about the premises, unless due to the negligence of either party, their agents, employees, or otherwise.
12. **COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the party of either party in the performance of any of the provisions of this Lease, each party will be responsible for the payment of their own attorney's fees and costs.
13. **SURRENDER OF PREMISES:** Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the Leased Space and leave the premises neat and clean.
14. **HOLDING OVER:** If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this Lease, Lessee shall remain bound by all the covenants and agreement herein, except that the tenancy shall be from month to month.
15. **BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS:** The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.
16. **NOTICE:** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at 4800 South 188th Street, SeaTac, WA 98188 or to the Lessee at 444 Andover Park East Tukwila, WA 98188-7661 or at such other address as either party may designate to the other in writing from time to time. A facsimile transmission will suffice in lieu of mail if receipt is confirmed as to date and time.

17. GOVERNING LAW AND VENUE: Any disputes arising from the terms of this Lease shall be subject to the laws of the State of Washington. Venue for any lawsuit arising from the terms of this lease shall be King County, Washington, Superior Court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

Lessor(s):

City of SeaTac

Lessor by



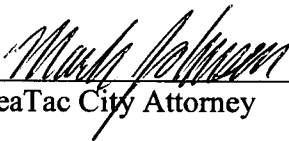
Signature

Todd Cutts, City Manager
Printed Name, Title

Date

6/24/11

Approved as to form:

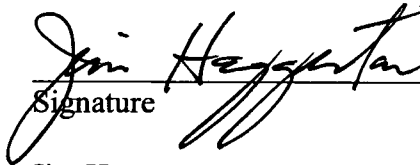


SeaTac City Attorney

Lessee(s):

City of Tukwila by

Lessee by



Signature

Jim Haggerton, Mayor
Printed Name, Title

Date

6-20-11

Approved as to form:



Tukwila City Attorney

Attachment A

Repeater Controller
Mod # ICOM-ID-RP2C
Ser # 06061346

Repeater
Mod # ICOM-ID-RP4000V
Ser # 0601247

Power Supply
Mod # RS-35A
Ser # 208030138

Repeater Antenna
Mod # Diamond X510 2M/440

Battery Charger Circuit
West Mountain PG40S

Gel Cell Deep Cycle Battery