

202305240043

**LEASE Rec: \$219.50**

5/24/2023 10:20 AM 17 PG

**SNOHOMISH COUNTY, WA**

After Recording Return To:  
Snohomish County Property Management  
3000 Rockefeller Avenue M/S #404  
Everett, WA 98201

**Office Building Lease  
3306 Wetmore Avenue  
Everett, WA 98201**

This Lease is made this 10<sup>th</sup> day of MAY, 2023 between Rajinder and Parminder Rai, a married couple, hereinafter referred to as the "Landlord" or the "Owner", and **Snohomish County, a political subdivision of the State of Washington**, hereinafter referred to as "County" or the "Tenant".

**WITNESS**

**1. PREMISES.** Landlord does hereby lease to County, and County does hereby lease from Landlord, those certain premises known as 3306 Wetmore Avenue, Everett, WA 98201.

Tax Parcel Account Number: 00436979102900

and legally described as:

EVERETT DIV A PLAT OF BLK 791 D-00 - LOTS 29 & 30

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Said leased premises are approximately 4,000 of the total 4,000 square feet of the entire building and as shown on the attached Exhibit A – Floor Plan.

**2. TERM.** The initial term of this lease shall commence June 1, 2023, (the Commencement Date) and end at midnight May 31, 2026. Following the end of the initial term Tenant shall have the option to extend the term for two (2) one-year (1-year) terms, the first extension term commencing on June 1, 2026, and terminating on May 31, 2027, and the second extension term commencing on June 1, 2027, and terminating on May 31, 2028.

If the term of this lease extends beyond the current County fiscal year, the obligations of the County in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this lease in accordance with law. In the event that funds are not so appropriated, the County may terminate this lease without penalty or further obligation.

**3. BASE RENT.** County leases said Premises for said period and agrees to pay a base rent on or before the first business day of each month as follows:

Term	Annual Square Foot Cost	Square Footage	Monthly Rent	Annual Rent
June 1, 2023 – May 31, 2024	\$19.00	4,000	\$6,333.33	\$76,000.00
June 1, 2024 – May 31, 2025	\$19.57	4,000	\$6,523.33	\$78,280.00
June 1, 2025 – May 31, 2026	\$20.16	4,000	\$6,720.00	\$80,640.00
June 1, 2026 – May 31, 2027	\$20.76	4,000	\$6,920.00	\$83,040.00
June 1, 2027 – May 31, 2028	\$21.38	4,000	\$7,126.67	\$85,520.00

**4. TRIPLE NET COSTS.** In addition to the Base Rent, Tenant shall pay to Landlord its Operating Costs as set forth herein.

**a. Definition.** As used herein, "Operating Costs" shall mean all costs of operating, maintaining and repairing the Premises, the Building, and the Property, including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments); insurance premiums paid by Landlord, supplies, materials, tools, and equipment used in the operation, repair, and maintenance of the Property; refurbishing and repainting; carpet replacement; heating, ventilation and air conditioning ("HVAC") service, repair and replacement when necessary; elevator service (if any) and repair and replacement of elevators (if any) when necessary; pest control; lighting systems, fire detection; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance, and costs of legal services and accounting services, together with the maintenance, management and services identified as Landlord's responsibilities in paragraph 15 below.

**b. Payment as Additional Rent.** Tenant shall pay to Landlord on the first day of each month with payment of Base Rent one-twelfth ( 1/12) of Landlord's Operating Costs, which amount is determined in the manner set forth in Section (c) below.

**c. Method of Payment.** Tenant shall pay to Landlord Operating Costs pursuant to the following procedure:

i. Landlord shall provide to Tenant, on or before the Commencement Date, a good faith estimate of annual Operating Costs for the year in which the Commencement Date occurs. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding year, a good faith estimate of Tenant's Operating Costs for the then-current year.

ii. Each estimate of the Operating Costs determined by Landlord, as described above, shall be divided into 12 equal monthly installments. Tenant shall pay to Landlord such monthly installment of Operating Costs with each monthly payment of Base Rent. In the event the estimated amount of Tenant's Operating Costs has not yet been determined for any year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current year has been provided to Tenant. When the estimate for the current year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current year and shall, thereafter, make the monthly installment payments in accordance with the current estimate.

iii. As soon as reasonably possible following the end of each year during the term or extension term of this Lease, Landlord shall provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Operating Costs actually payable by Tenant with respect to such year. In the event the amount of Tenant's Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such year, Tenant shall pay to Landlord the difference within 30 days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such year exceeds the amount of Tenant's Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Operating Costs payable by Tenant pursuant to this Section, or if the Term has expired, the excess shall be refunded to Tenant within 30 days after delivery of such Operating Costs Statement.

iv. Should Tenant dispute any amount shown on the Operating Costs Statement, Tenant may audit Landlord's books and records for the year covered by such Operating Costs Statement

upon written notice to Landlord given within 90 days after Tenant's receipt of such Operating Costs Statement. If Tenant fails to provide notice of dispute within such 90- day period, the Operating Costs Statement shall be final and conclusive. Any audit conducted by Tenant shall be completed within 60 days after Tenant's request therefor. If Landlord concurs with the audit results, and (x) if the audit reveals that Tenant's Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such year, Tenant shall pay to Landlord the difference within 30 days following completion of the audit; or (y) if the audit reveals that the sum of the monthly installments actually paid by Tenant for such year exceeds the amount of Tenant's Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within 30 days after completion of the audit. If Landlord does not concur with the results of Tenant's audit, the parties shall within twenty (20) days thereafter agree on a neutral auditor who shall complete an audit within thirty (30) days after selection, and the decision of the neutral auditor shall be binding on the parties. The parties shall share evenly in the costs of any such neutral auditor. Landlord and Tenant shall cooperate as may be reasonably necessary in order to facilitate the timely completion of any audit. Nothing in this Section shall in any manner modify Tenant's obligations to make payments as and when provided under this Lease.

Estimate of Operating Costs from Commencement Date through the first 12 months of the Lease Term are attached to this Agreement as Exhibit C.

The monthly lease rent payment will be sent to the following address or such other place as the Landlord may from time to time designate in writing:

*Rajinder and Parminder Rai  
2010 240<sup>th</sup> PL SE  
Bothell, WA 98021-9523*

If any rent is, at any time, fifteen (15) or more days past due, the County will be charged a one-time late charge equal to a total of five (5) percent of the monthly rent past due.

**5. USE.** The County will occupy the entire Premises on an exclusive basis, to be used as general office use. Landlord warrants that the Premises is structurally fit for this purpose. County agrees that in the operation of the business to be conducted on said Premises and in any occupancy thereof, County shall comply with the laws, rules and regulations of the governments of the United States, State of Washington, Snohomish County and the City of Everett. County agrees not to use any machinery or equipment on the Premises that might be injurious to the improvements or attachments thereto. Upon termination of the Lease, County shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit; damage by the elements, damage resulting from structural unfitness of the Premises for its intended use or other actions not caused by the County or its employees, agents, customers or invitees excepted.

**6. REPAIRS, ALTERATIONS AND FIXTURES.** The County has had an opportunity to inspect the Premises and ensure that the Premises are in compliance with Federal, State and local statutes and ordinances applicable to the Premises and the County's planned use of the Premises.

The County accepts the Premises "as-is" in its current condition with the exception of the items identified in the Property Condition Report performed by BAI Inspection Services LLC, dated 11/5/2022, that are specifically listed as deferred maintenance items as shown on "Exhibit B – Deferred Maintenance", attached hereto. The items identified in Exhibit B are to be repaired by the Landlord within the timeframe stated on Exhibit B.

Tenant shall have the opportunity to perform interior alterations with prior written consent of the Owner. Tenant shall submit plans to the Owner and Owner shall have ten (10) days to respond. County agrees to make no alterations of the Premises without Landlord's prior written

consent, which consent shall not be unreasonably withheld. Any such alterations to the Premises shall be made at the County's expense and shall become the property of the Landlord at the termination of the lease. Upon termination of this lease, County shall have the right to remove all movable improvements, furnishings and trade fixtures placed therein by the County that can be removed without material injury to the Premises, and will repair any damage to the Premises caused by such removal. The County will be allowed, within reasonable limits, to hang pictures, corkboards and install shelving to earthquake standards without being held responsible for damage to the Premises, and such damage shall be considered reasonable wear and tear.

**7. LIENS.** In the event the premises shall at any time during the term of this lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to County on the Premises and contracted for or agreed to by County, County may contest such lien by legal proceedings but shall, in the event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Landlord.

**8. HOLD HARMLESS CLAUSE.** Each party hereto agrees to indemnify and hold harmless the other party, and its appointed and elected officials, officers, agents and employees, from any loss or claim for damages of any nature whatsoever, including claims by third parties or the indemnifying party's employee's from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the premises or relating to this lease by the indemnifying party, its officers, assignees, agents, employees, invitees, contractors or subcontractors.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Landlord and the County or their respective elected or appointed officials, officers, employees, agents, or representatives, the County's liability hereunder shall only be to the extent of the County's negligence.

**9. INSURANCE.** The Landlord shall obtain, and maintain continuously for the term of this lease a) All-Risk Property Insurance covering the full value of the premises; and b) Primary Commercial General Liability Insurance with endorsements and/or other insurance to indemnify for all damage, loss, cost and expense arising out of the premises and/or actions by Landlord's officers, employees or agents. Minimum limit of coverage shall be for \$1,000,000 per occurrence for bodily injury and property damage. Claims-made policies will not be accepted and deductibles may require approval by the County Risk Manager. The Commercial General Liability insurance shall be endorsed to include Snohomish County, its officers, elected and appointed officials, officers, employees and agents as an additional insured, and shall not be reduced or canceled without thirty (30) days written prior notice to the County. The County is self-insured and will provide a letter signed and executed by an authorized agent indicating self-insurance limit, excess insurance and the limits thereof.

The Landlord shall provide a Certificate of Insurance and the additional insured endorsement to the County as evidence of coverage. Approval of insurance is a condition precedent to full execution of this lease.

**10. HAZARDOUS WASTE.** Landlord represents and warrants, to the best of its knowledge without special inquiry, that no hazardous wastes, hazardous substances, dangerous wastes or other contaminants, as defined in applicable federal, state and/or local statutes or regulations ("Contaminants") are or have in the past been generated, treated or disposed on or at the Premises or the Building, and there have been no releases of Contaminants at the Premises. Landlord further represents and warrants that it has no reason to believe that Contaminants have in the past been generated, treated or disposed at the Premises. Landlord covenants that it shall protect, hold harmless, indemnify and defend County, its elected and appointed officials, officers, employees,

and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of Contaminants upon the Premises or the Building, including, but not limited to:

a. claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief.

b. the cost, expense, or loss to County of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the County or the Premises.

c. the expense of reporting the existence of Contaminants to any agency of the State of Washington or the United States as required by applicable laws or regulations, before and after any trial or appeal therefrom whether or not taxable as costs; all of which shall be paid by Landlord when accrued.

Any generation, treatment, storage, release or disposal of Contaminants by County, its employees or agents shall not fall within the scope of the foregoing indemnity.

**11. SUBLETTING AND ASSIGNMENT.** The County shall not sublet the whole or any part of said Premises, nor assign this lease, or any part thereof, without the written consent of the Landlord which consent shall not be unreasonably withheld. If consent is once given by the Landlord to the assignment of this lease, or any interest therein, the Landlord shall not be barred from afterward refusing to consent any further assignment. This lease shall not be assignable by operation of law.

Any assignment made by the County shall not become effective until the assignee, in writing, shall assume this lease and agree to perform and be bound by all of the obligations of the County accruing under this lease from and after the date of such assignment. In the event of such an assignment and assumption, the County shall remain bound by all of the obligations of the County accruing under this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

**12. CASUALTY REBUILDING CONDEMNATION.** In the event the building of which the Premises are a part shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Premises) to such an extent that the Landlord shall decide to discontinue the operation of the building as office space, which decision shall be communicated to the County within thirty (30) days after such damage or destruction, then this lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Landlord shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Premises or any part thereof are not useable as contemplated in this agreement for over ninety (90) days due to the damage, County shall have the right to terminate the lease.

If the property or any part thereof wherein the Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord shall forthwith terminate and County shall have no claim or interest in or to any award of damages for such taking.

**13. WAIVER OF SUBROGATION.** Landlord and County each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights

of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the Landlord or the County in or to the Premises or any property therein. Provided, however, that if at any time either Landlord or County can obtain a waiver of subrogation clause only for an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for an additional premium be either Landlord or County, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

**14. NOTICES.** All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given Landlord, shall be addressed to Landlord at:

Rajinder and Parminder Rai  
2010 240<sup>th</sup> PL SE  
Bothell, WA 98021-9523

or if to be given County, shall be addressed to County at:

Snohomish County Property Management  
Attention: Property Officer  
3000 Rockefeller Ave. M/S 404  
Everett, WA 98201-4046  
Email: property.officer@snoco.org

All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

**15. MAINTENANCE, MANAGEMENT AND SERVICES.** Landlord agrees to provide the following maintenance, management and services to the Premises during the County's occupancy of the Premises as part of the Landlord's Operating Costs:

- a) Routine management, maintenance and repair of the interior and exterior of the building and building components and operating equipment, roofing, exterior siding, gutter(s), HVAC units, windows, exterior painting, ceiling tiles, insulation, interior and exterior lighting fixtures, bathroom and kitchen fixtures and cabinets.
- b) Repair and maintenance and cleaning, stripping, and re-surfacing of parking lot and sidewalks including curb/parking stops, bollard(s).
- c) Repair and maintenance of landscaping, irrigation, planting and replanting of landscaping of the Premises.
- d) Repair and maintenance of any utility lines on the Premises that provide service to the Premises.
- e) Repair, maintenance and testing of building backflow system.

Landlord shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of service discussed in this Section 14 beyond Landlord's reasonable control. No temporary interruption or failure of such service incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of County or shall release County from any of County's obligations under this Lease.

The County shall pay directly to the appropriate provider for the following services to the Premises:

- f) Garbage and Recycling services
- g) Water, Sewer and Storm Water charges
- h) Power
- i) Gas

- j) Janitorial services
- k) Security systems, testing, and monitoring services solely for County use
- l) Data and communication systems services solely for County use
- m) Snow and ice removal
- n) Lightbulb replacement interior and exterior

**16. ACCESS REPAIRS.** No compensation shall be made to or claimed by County from Landlord by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Premises covered hereby. Landlord reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by Landlord to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the building unusable for the purposes of this lease because of any action arising from the making of the repairs, maintenance or alteration to the building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Landlord to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Landlord, due to negligence of County, its appointed or elected officials, officers, employees, or agents.

**17. SIGNS.** County shall have the right to place identifying signage on an about the Premises with Landlord's written consent, which consent shall not be unreasonably withheld, subject to compliance with all applicable laws and landlord and building standards.

**18. INSOLVENCY.** In the event that the County shall make an assignment for the benefit of creditors, or shall be adjudicated a bankrupt, or if a receiver is appointed for the County or if the property of the County upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, Landlord shall have the option to terminate this lease.

**19. DEFAULT.** Upon either party's failure to observe or perform any term or condition of this lease, that failure having continued for thirty (30) days after the non-defaulting party gives written notice to cure such failure to the other party, such party shall be deemed in default. In the event of default and upon thirty (30) days written notice of termination to the party in default, the non-defaulting party may terminate this lease.

**20. GOVERNING LAW AND VENUE.** This lease shall be governed by the laws of the State of Washington and any lawsuit regarding this lease must be brought in Snohomish County, Washington.

**21. ATTORNEY'S FEES.** In the event of any action at law or in equity between Landlord and County to enforce any of the provisions, rights or obligations hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by the successful party, and if such successful party shall recover judgment in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

**22. NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this lease. The acceptance by Landlord of rent with knowledge of the breach of any of the terms, conditions, or covenants of this lease by County shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

**23. DELAYED POSSESSION.** In the event of the inability of Landlord to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this lease, Landlord or its agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event County shall not be liable for any rent until such time as Landlord can

deliver possession, and in the event that possession is delayed over ninety (90) days, County shall have the right to terminate this lease.

**24. HOLDING OVER.** If County, with the consent, express or implied, of the Landlord, shall hold over after the expiration of the term of this lease, Landlord and County shall remain bound by all the terms, covenants, and agreements hereof, including any applicable Base Rent increases set forth in Paragraph 3 above, except that the tenancy shall be one from month to month.

**25. SUCCESSORS AND ASSIGNS.** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto; and the words "Landlord" and "County" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties to this lease.

**26. RULES.** County agrees to abide by the rules and regulations governing the operation of the building which may be made by Landlord from time to time, and will use reasonable methods to induce customers, clients and all persons invited by County into said building to observe the same.

**27. TAXES.** Landlord shall be responsible for all real property taxes and assessments levied or assessed against the premises by any governmental entity, including any special assessments imposed on or against the premises for the construction or improvement of public works in, on or about the premises; provided, however, that the County shall conduct no activity on the premises nor place any articles on the premises that will increase the real property taxes levied or assessed against the premises.

**28. RECORDING.** County or the Landlord shall file this lease or a Memorandum Form thereof for recording with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum Form of the lease is filed for recording, each party agrees to execute and return same promptly.

**29. TIME.** Time is of the essence of this agreement.

**30. PARKING.** Landlord agrees to provide to the County all of the parking spaces allotted to the Premises.

**31. EXHIBITS.** Attached and hereby incorporated as a part of this lease are the following exhibits:

- Exhibit A – Floor Plan
- Exhibit B – Deferred Maintenance Items
- Exhibit C – Estimated Operating Costs

**32. ENTIRE AGREEMENT AND AMENDMENTS.** This lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this lease.

**33. NON-DISCRIMINATION.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance,



Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Landlord shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Lease constitutes a certification by the Landlord of the Landlord's compliance with the requirements of Chapter 2.460 SCC with respect to this Lease. If the Landlord is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Lease may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Landlord's obligations under other federal, state, or local laws against discrimination.

**34. INTERPRETATION.** This Lease and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Lease shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Lease are used only for convenience and are not intended to affect the interpretation of the provisions of this Lease. This Lease shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**35. SURVIVAL.** Those provisions of this Lease that by their sense and purpose should survive expiration or termination of the Lease shall so survive.

**36. WARRANTY OF AUTHORITY.** Each signatory to this Lease represents that he or she has full and sufficient authority to execute this Lease on behalf of the Landlord or the County, as the case may be, and that upon execution of this Lease it shall constitute a binding obligation of the Landlord or the County, as the case may be.

**37. SEVERABILITY.** Should any clause, phrase, sentence or paragraph of this Lease be declared invalid or void, the remaining provisions of this Lease shall remain in full force and effect.

**38. EXECUTION IN COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

**39. PUBLIC RECORDS.** This Lease and all public records associated with this Lease shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Landlord are needed for the County to respond to a request under the Act, as determined by the County, the Landlord agrees to make them promptly available to the County. If the Landlord considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Landlord shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Landlord and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Landlord (a) of the request and (b) of the date that such information will be released to the requester unless the Landlord obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Landlord fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Landlord to claim any exemption from disclosure under the Act. The County shall not be liable to the Landlord for releasing records not clearly identified by the Landlord as confidential or proprietary. The County shall not be liable to the Landlord for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease the day and year as of the date of signing below.

LANDLORD:

By: Rajinder Singh Rai 5/10/2023  
Title: \_\_\_\_\_ Date

RAJINDER SINGH RAI

STATE OF WASHINGTON )  
) ss.  
COUNTY OF SNOHOMISH )

On this 10<sup>th</sup> day of MAY, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RAJINDER SINGH RAI, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of RAJINDER and PARMINDER RAI, as its free and voluntary act and deed. (A MARRIED COUPLE)

WITNESS my hand and official seal hereto affixed the day and year first above written.



John Andrew Babcock  
NOTARY PUBLIC in and for the State of  
Washington residing at Tacoma, WA.  
My commission expires 4-21-2026

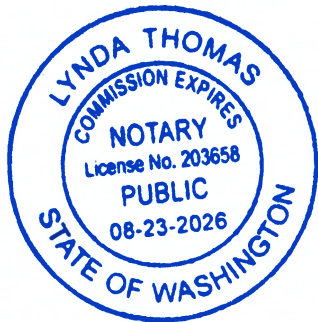
SNOHOMISH COUNTY:

By: Janae Nelson 5/23/23  
Snohomish County Executive Date  
Director, Facilities + Fleet

STATE OF WASHINGTON )  
) ss.  
COUNTY OF SNOHOMISH )

On this 23<sup>rd</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Janae Nelson, to me known to be the Facilities & Fleet Director of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Lynda Thomas

NOTARY PUBLIC in and for the State of  
Washington residing at Arlington  
My commission expires 8-23-2026

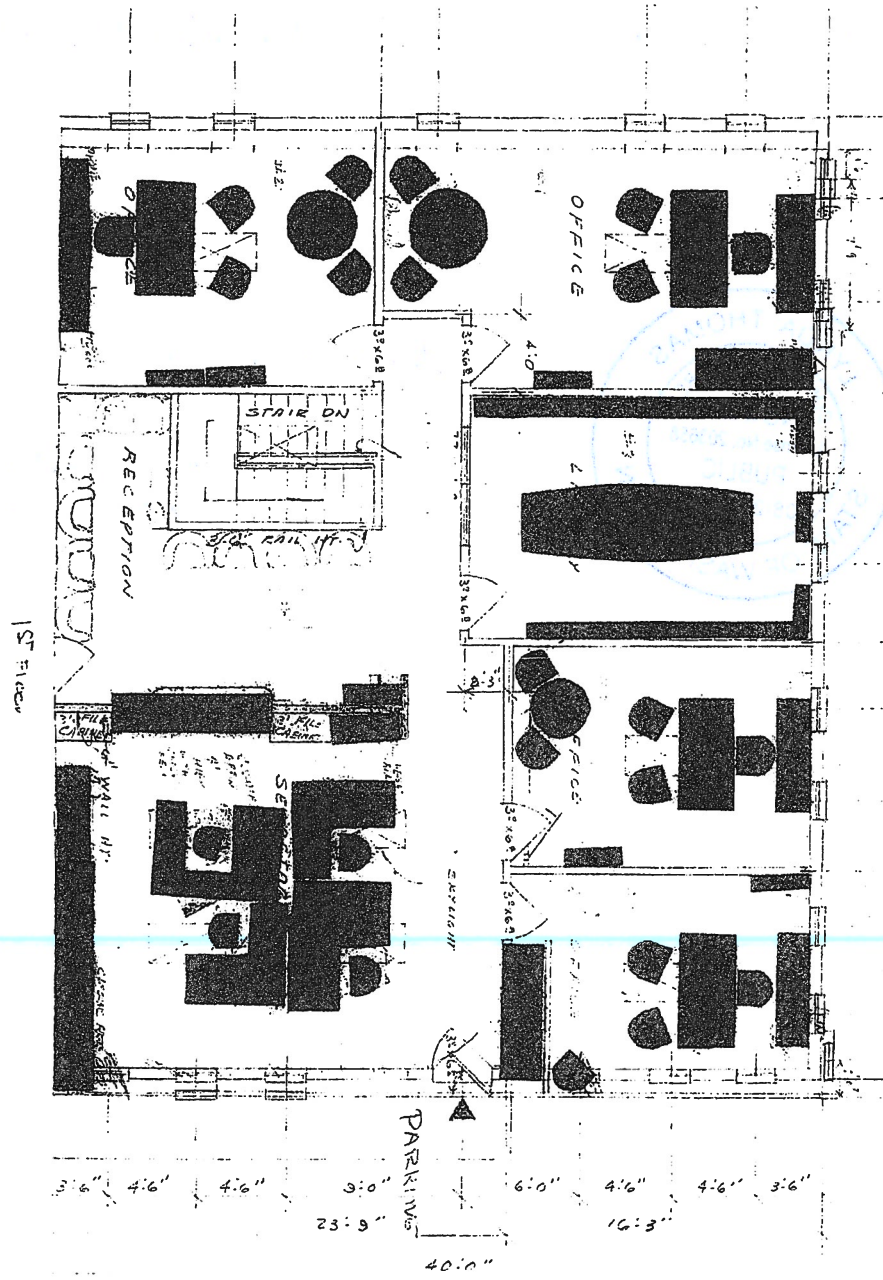
Approved as to form:

Rhysell 05-09-2023  
Deputy Prosecuting Attorney

Risk Management approval:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2023.05.09 16:07:44 -07'00'  
County Risk Manager

EXHIBIT A: FLOOR PLAN





## EXHIBIT B: DEFERRED MAINTENANCE

The following items shall be repaired by the Landlord at the Landlord's expense within 30 days from the date of lease execution:

1. repair/replace exterior soffit can lighting as needed, Item 1.1.68\*
2. installation of fire and security detection and monitoring, Items 1.1.99, 1.1.100 and 1.1.102
3. replace rear door, Item 1.1.105
4. repair main entry lobby light, Item 1.1.109
5. install smoke detectors and carbon monoxide detectors, Item 1.1.111
6. repair ceiling light in lower common hallway, Item 1.1.116
7. install lens cover to light in landing of stairs, Item 1.1.117
8. replace light lens covers in lower level, Items 1.1.127 and 1.1.128
9. repair/replace Office 7 ceiling light, Item 1.1.138
10. install electrical outlet covers, Item 1.1.140
11. repair urinal, Item 1.1.164
12. clean/repair bathroom ventilation fan as needed, Item 1.1.177
13. repair light over bathroom stall, Item 1.1.179
14. install cover over ventilation duct, Item 1.1.184
15. replace outlets under sink and where required by licensed electrician, Items 1.1.190

The following items shall be repaired by the Landlord at the Landlord's expense within 180 days from the date of lease execution:

1. drainpipe replacements and corrections, Item 1.1.6
2. parking lot resurfacing with ADA space Items, 1.1.10 and 1.1.11
3. pressure spray walkways and repair cracks Item, 1.1.18
4. pressure spray exterior stairs and repair Item, 1.1.19
5. repair/replace siding at south side of building at center belly strap Item, 1.1.30
6. exterior finish coat painting Item, 1.1.31
7. replace east entry cloth awning Item, 1.1.35
8. repair/replace east side lower main door Item, 1.1.36
9. refinish all exterior handrails Item, 1.1.40
10. repair and refinish parking area guard rails Item, 1.1.41
11. perform roof inspection by licensed roofing contractor and repair as needed Item, 1.1.45
12. clean and service roof drains and scupper Item, 1.1.52
13. repair/replace all downspouts as needed Item, 1.1.53.

\*Item numbers correspond to those in the Property Condition Report performed by BAI Inspection Services LLC, dated 11/5/2022

### ADDITIONAL CONDITIONS:

1. Landlord at Landlord's expense within 30 days from the date of Lease Execution will replace the refrigerator, stovetop oven and microwave appliances located in the ground floor kitchenette with new items of similar quality, size and capacity.
2. Tenant will keep all furniture and fixtures currently on site except for those items located in office units #1 and #5 which are personal property of those attorney tenants. Items to include but not limited to: cabinets, desk systems, artwork, rugs, tables, chairs, filing cabinets, and appliances.

**EXHIBIT C: ESTIMATE OF OPERATING COSTS**

**Estimated Operating Costs 6/1/23 - 5/31/24**

Prepared 5/9/23

**Tenant: Snohomish County**

3306 Wetmore Ave. Everett, WA 98201

<b>Estimated Reimbursable Expenses</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>
Insurance	257.92	257.92	257.92	257.92
Property Taxes	631.62	631.62	631.62	631.62
Maintenance Reserves	416.67	416.67	416.67	416.67
Bi-Annual HVAC Maintenance	66.67	66.67	66.67	66.67
Landscaping Maintenance	150.00	150.00	150.00	150.00
<b>Total Expenses</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>1,522.88</b>

<b>Estimated Reimbursable Expenses</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>
Insurance	257.92	257.92	257.92	257.92
Property Taxes	631.62	631.62	631.62	631.62
Maintenance Reserves	416.67	416.67	416.67	416.67
Bi-Annual HVAC Maintenance	66.67	66.67	66.67	66.67
Landscaping Maintenance	150.00	150.00	150.00	150.00
<b>Total Expenses</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>1,522.88</b>

<b>Estimated Reimbursable Expenses</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Total</b>
Insurance	257.92	257.92	257.92	257.92	<b>3,095.00</b>
Property Taxes	631.62	631.62	631.62	631.62	<b>7,579.41</b>
Maintenance Reserves	416.67	416.67	416.67	416.67	<b>5,000.00</b>
Bi-Annual HVAC Maintenance	66.67	66.67	66.67	66.67	<b>800.00</b>
Landscaping Maintenance	150.00	150.00	150.00	150.00	<b>1,800.00</b>
<b>Total Expenses</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>1,522.88</b>	<b>18,274.41</b>

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

AMENDED MOTION NO. 23-208

APPROVAL OF LEASE FOR THE OFFICE OF THE COURT APPOINTED SPECIAL  
ADVOCATE (CASA) AT 3306 WETMORE AVENUE, EVERETT, WA 98201

WHEREAS, the Snohomish County Department of Human Services needs additional space for its Office of the Court Appointed Special Advocate (CASA) to accommodate additional staff; and

WHEREAS, lease space of 4,000 square feet is available at 3306 Wetmore Avenue in Everett, WA to accommodate expansion of CASA's staff and

WHEREAS, an office building lease ("Lease") was negotiated by Pacific Commercial Brokers, representing the landlords Rajinder and Parminder Rai with the County's Property Management Division; and

WHEREAS, the proposed lease starts June 1, 2023, and end at midnight May 31, 2026 and the County shall have the option to extend the term for two (2) one year (1 year) terms; and

WHEREAS, the proposed contract is a triple net lease with a starting base rent of \$6,333.33 a month for the first year of the lease; and

WHEREAS, in addition to the base rent, the County as tenant will pay the landlord estimated operating costs of \$1,522.88 a month for the first year of the lease; and

WHEREAS, at the end of each year, landlord will provide the County a statement of actual operating costs incurred which will be reconciled with County estimated operating cost payments for the preceding year; and

WHEREAS, upon reconciliation of annual operating costs, the County may pay additional costs if actual costs exceed estimated payments or receive a credit towards future operating expenses if estimated payments exceed actual cost for the preceding year ; and

WHEREAS, the base lease rent will increase by 3% after the initial annual term;

NOW, THEREFORE, ON MOTION:

Section 1. The Snohomish County Council approves of the Lease between Rajinder and Parminder Rai and Snohomish County for an initial term to commence June 1, 2023.




Section 2. The Snohomish County Council authorizes the Director of the Department of Facilities and Fleet to sign the Lease on behalf of Snohomish County and any other documents necessary to carry out the terms and conditions of the Lease.

PASSED this 23<sup>rd</sup> day of May, 2023.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Deputy Clerk of the Council