

**FIRST AMENDMENT TO TERM LEASE****PUGET SOUND CLEAN AIR AGENCY**

THIS FIRST AMENDMENT TO TERM LEASE (the "Amendment") is made as of this 12<sup>th</sup> day of July 2013, between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT), a regional transit authority formed under the laws of the State of Washington ("Sound Transit"), as Lessor and PUGET SOUND CLEAN AIR AGENCY, a municipal corporation under the laws of the State of Washington ("Lessee").

**RECITALS**

A. As of June 17, 2008, Sound Transit and Lessee entered into a Term Lease of Property located at near the northeastern corner of the parking lot at Kent Station in the vicinity of Railroad Avenue and James Street in Kent, Washington (the "Lease"); and

B. The term of the Lease expires June 30, 2013 and Lessee has notified Sound Transit that it wishes to extend the Lease beyond the expiration date; and

C. Sound Transit desires to adjust the rent annually by the percentage change in the Consumer Price Index; and

D. Sound Transit and Lessee desire to amend the Lease to reflect the extended term and the rental adjustment. For the purpose of this Amendment, all terms defined in the Lease shall have the same meaning in this Amendment.

NOW THEREFORE, for valuable considerations received, Sound Transit and Lessee hereby agree as follows:

1. Section 3 of the Lease, Term, is hereby amended by adding the following sentence after the existing sentence in Section 3:

"Effective July 1, 2013, this Lease shall be extended on a month-to-month basis until terminated as provided in Section 21 of the Lease."

2. Section 4 of the Lease, Rent, is hereby deleted in its entirety and replaced with the following:

"a. Lessee agrees to pay as rent for the Premises the sum of \$1,888.00 per year. The rent for each year shall be paid to Sound Transit in advance on or before the first day of each and every month of the lease term, and shall be payable at such place as Sound Transit may hereinafter designate.

b. The rent stated in subparagraph a. above shall be adjusted on July 1, 2014 and each July 1<sup>st</sup> after the date hereof, by a percentage equal to the percentage

increase for the previous twelve (12) month period in the Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bremerton Area (1982-4=100), as published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI"). In no event will Sound Transit adjust the rent downward as a result of a change in the CPI. If the CPI is not published for any month pertinent to such calculation, the percentage adjustment shall be calculated with reference to the most recent month thereto for which the CPI has been published. If the CPI is discontinued or revised during the lease term, Sound Transit, at its sole option, may use such other government index or computation with which it is replaced to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised."

3. Section 12 of the Lease, Possession, is hereby amended by adding the following sentence after the existing sentence in Section 12:

"All equipment located on the Premises and all data obtained from the equipment is owned by the Puget Sound Clean Air Agency."

4. Paragraph (a.) in Section 14 of the Lease, Indemnification and Liability Insurance, is hereby deleted in its entirety and replaced with the following:

"a. Sound Transit, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others, including but not limited to all persons directly or indirectly employed by the Lessee, or any agents, contractors, subcontractors, licensees, or invitees of Lessee, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises, or related in any way to Lessee's use or occupancy of the Premises. Lessee agrees to defend and to hold and save Sound Transit harmless from all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with any such items of actual or alleged injury or damage, except when such injury or damage is caused by the negligence of Sound Transit."

5. Section 21 of the Lease, Termination, is hereby deleted in its entirety and replaced with the following:

"Section 21, Termination. Either party may, at its option, elect to terminate this Lease upon providing written notice to the other party not less than ninety (90) days before the termination date specified in the notice."

6. Section 13 of the Lease, Damage or Destruction, and Section 28 of the Lease, Holding Over, are hereby deleted in their entirety.
7. Except as amended herein, all other articles, terms, and conditions of the Lease are unchanged and remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

**SOUND TRANSIT:**

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY**

By: Nancy Bennett  
Nancy Bennett  
Property Management Manager

**LESSEE:**

**PUGET SOUND CLEAN AIR  
AGENCY**

By: Paul Flors  
Its: Board Chair

**APPROVED AS TO FORM:**

APPROVAL ON FILE  
Sound Transit Legal Counsel

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KING )

On this 29th day of July, 2013, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared PAUL ROBERTS, to me known to be the BOARD CHAIR of Puget Sound Clean Air Agency the \_\_\_\_\_ that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



Signature: Charly McCreary  
Notary Public in and for the State of Washington  
Notary (print name) CHARLY MC CREARY  
Residing at Seattle, WA  
My appointment expires: 01/25/2016

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KING )

On this 26th day of July, 2013 before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared NANCY BENNETT, to me known to be the PROPERTY MANAGEMENT MANAGER of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



Signature: Angela E Marmion  
Notary Public in and for the State of Washington  
Notary (print name) Angela E Marmion  
Residing at Edmonds, WA  
My appointment expires: 7.9.14



RECEIVED

JUL 30 2013

Puget Sound  
Clean Air Agency

July 29, 2013

Jennifer Rau  
Puget Sound Clean Air Agency  
1904 Third Ave. Suite 105  
Seattle, WA 98101-3317

**RE: First Amendment to Term Lease**

Dear Ms. Rau:

Enclosed is one fully signed original of the First Amendment to Term Lease for the property located at Kent Station.

We appreciate your assistance. Please call me at 206.398.5430 if you have any questions.

Sincerely,

**Angela Marmion**  
Leasing Document Coordinator  
Sound Transit  
401 S. Jackson St., MS01S-2  
Seattle, WA 98104  
Direct: 206.398.5430  
Fax: 206.689.4975  
[angela.marmion@soundtransit.org](mailto:angela.marmion@soundtransit.org)

Enclosures

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*Pierce County Executive*

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*King County Councilmember*

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*Everett Councilmember*

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*King County Councilmember*

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*Seattle Mayor*

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*Lakewood Councilmember*

**Lynn Peterson**  
*Washington State Secretary of  
Transportation*

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*King County Councilmember*

**Marilyn Strickland**  
*Tacoma Mayor*

**Peter von Reichbauer**  
*King County Councilmember*

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**Joni Earl**