

## LEASE AGREEMENT OF ADAIR HOUSE – ANDERSON PARK

THIS LEASE AGREEMENT (“Lease”) is made effective \_\_\_\_\_, 2026 (“Effective Date”) by and between CITY OF REDMOND, a municipal corporation (hereinafter “City”), and the REDMOND HISTORICAL SOCIETY, a Washington non-profit corporation (hereinafter “Tenant”), and together the “parties”.

### WITNESSETH

FOR AND IN CONSIDERATION OF the rents herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

#### 1. PREMISES AND LEASED PROPERTY

The City owns certain real property and land in Anderson Park (“Premises”), located at 7802 168<sup>th</sup> Avenue NE, Redmond Washington 98052. The City hereby leases to the Tenant, and Tenant hereby leases from the City that certain portion of the Premises called Adair House (“Leased Property” or “Building”), as described in EXHIBIT A, attached herein.

Adair House is approximately 800 square feet.

#### 2. USE AND MODIFICATIONS

The Building is to be used solely for the Redmond Historical Society and its visitors and community public uses, and for no other purpose without the written consent of City. For the purposes of this Lease, “public uses” means use by private groups and organizations participating in recreational, cultural, educational, and complimentary business activities sponsored or otherwise permitted by the Tenant as well as **displays and exhibits presented by Tenant**. For the purposes of this Lease, “public uses” does not include subleasing of the space to or for the use by private groups and organizations participating in recreational, cultural, educational, and complimentary business activities sponsored or otherwise permitted by the Tenant. Tenant is prohibited from making any internal or external visual or structural changes to the Building. Tenant does not have the right to make changes to either the interior or exterior surfaces of the Premises. Only the City has the right to establish reasonable rules and regulations for the use the Premises. Tenant and City both have the right to establish reasonable rules and regulations for the use of the Building.

#### 3. TERM

The term of this Lease shall be for two (2) years and commencing on June 1, 2026 (the “Commencement Date”), and shall terminate at midnight on May 31, 2028, unless the Term is extended by mutual agreement of the parties, or terminated as provided herein. Tenant further understands that even if the Lease between the City and Tenant is extended or renewed, further extension of this Lease is not guaranteed and shall not occur unless the City and Tenant execute a written extension or renewal.

#### 4. CONSIDERATION

##### 4.1. Annual Rent

Tenant covenants and agrees to pay the City, as rental for the Premises, in accordance with the rent schedule as presented in Table 1 below.

**Table 1 – Annual Rent Schedule**

<u>Year</u>	<u>2026</u>	<u>2027</u>
Annual Rent	\$4,000.00	\$4,160.00
Utilities and Services	\$500.00	\$525.00
Security System Fee	\$45.00	\$45.00
<b>Total</b>	<b>\$4,545.00</b>	<b>\$4,730.00</b>

This is based on a fixed annual escalation of 4.0%, rounded to the next \$10.00, of the prior year's annual rent. The Tenant will pay the first year's rent within twenty (20) days of the effective date of this Lease and subsequent annual payments on the anniversary date of this Lease. Payment will be preceded by delivery of an invoice to Tenant via e-mail listed in Section 23 outlining all fees and taxes described in 4.3 associated with the Lease to date.

##### 4.2. Reserved

##### 4.3. Leasehold Excise Tax

In addition to the rental specified in Section 4.1 above, Tenant shall pay to the City, the leasehold excise tax assessed pursuant to RCW 82.29A against Tenant in respect of the annual rent paid pursuant to paragraph 4.1 above, unless the leasehold interest created under this Lease is exempt from the tax. Said leasehold tax is currently equal to 12.84% of the taxable rent paid to the Tenant.

#### 5. UTILITIES AND SERVICE

##### 5.1. City-Provided Expenses

During the term of Lease, the City shall furnish to the Building the following utilities and services:

- Electricity, water, gas and sewer service;
- Heat to such extent and to such levels as, in the City's judgment, is reasonably required for the comfortable use and occupancy of the Building; and
- Janitorial services (cleaning and garbage pickup) twice per week, and an annual deep cleaning of the facility to be scheduled and performed at a time mutually agreeable to the City and Tenant.
- Appropriate maintenance and repair of the Building and surrounding areas of Anderson Park.

Utility expenses for heat, electricity, and water incurred by the Tenant will be paid by the City. The City has reserved the right to levy an Energy Surcharge as needed to recover excessive energy costs as described in paragraph 5.2 and reasonably determined by the City.

## **5.2. Non-City Provided Utilities and Expenses**

Tenant shall, at its own cost, provide the following with respect to the Building only:

- Telephone connections, but not including telephone stations and equipment (it being expressly understood and agreed that no additional telephone line connections will be installed in the Building).
- Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs and all other materials and services not expressly required to be provided and paid by the City pursuant to the provisions of paragraph 5.1 above.
- Tenant shall provide for appropriate repair and maintenance for tenant-owned equipment used within the Building.

The City will not provide vehicle parking for the Tenant. Public parking is available along the west side and north side of the Premises.

Tenant shall not, without the written consent of the City, use any apparatus or device on the Premises (including, but without limitation thereto, electronic data processing machines, computers or machines using current in excess of 110 volts) which will in any way increase the amount of electricity or water usually supplied at the Premises. Tenant shall not connect with electrical current, except through existing electrical outlets in the Premises. If Tenant requires water or electric current in excess of that usually supplied at the Premises, Tenant shall first procure the written consent of the City for the use thereof.

If the City reasonably determines Tenant's water and electric use exceeds the amount usually supplied to the Building during periods of occupancy and use equivalent to that of Tenant, the City may cause a water meter or electric current meter to be installed in the Premises to serve the Building. The cost of such meters and of installation, maintenance and repair thereof shall be paid by Tenant. Tenant further agrees to pay the City promptly upon demand for all such excess water and electric current consumed by Tenant at the rates charged for such services by Puget Power or the local public utility, plus any additional expense incurred by Tenant in keeping account of the water and electric power consumed. If any metering of utilities is initiated during the term of this Lease, the Utilities and Services Fees in Table 1 will be adjusted to reflect the actual metering and charges associated with the utilities consumed by the Tenant.

The City shall not be liable for, and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of the City's failure to provide or furnish any of the foregoing utilities or services if such failure was reasonably beyond the control of the City.

## **6. ACCEPTANCE AND CARE OF BUILDING**

### **6.1. “As-Is” Condition**

Tenant has inspected the Building and accepts the Building “AS-IS” in its present condition. During the term of this Lease and any extension thereof, Tenant, at Tenant’s sole cost, shall keep the Building in a neat, clean, and sanitary condition and shall make all necessary repairs related to maintaining Tenant’s equipment used within the Building.

Tenant shall not be required to make any repairs in respect to the Building unless caused by the negligence or willful misconduct of Tenant or its guests, licensees and invitees. The City shall be required to make any necessary repairs to plumbing, electrical and heating systems of the Building; for structural defects in the walls, floors, foundation or roof of the Building; or as may be required by applicable laws, ordinances and regulations.

### **6.2. Tenant and City Care of Building**

Tenant will not conduct maintenance on the Building. Tenant will promptly, upon becoming aware of the need, inform the City of any maintenance required.

Tenant acknowledges and agrees that the City shall have no obligation whatsoever to make any alterations, additions, renovations or improvements to the Premises or to determine if any alterations are necessary in order for Tenant to conduct its business as set forth in Section 2 above. In the event that any federal, state or city department or agency determines that certain alterations, additions, renovations or improvements are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 2 above, the City shall have no obligation to make such changes. If Tenant is unable or unwilling to make such changes, then this Lease shall be deemed terminated and both parties relieved of all rights and obligations hereunder, save for the parties’ respective duties under paragraphs 12.1, 15, 16, and 25.

## **7. WAIVER OF SUBROGATION**

The City and Tenant do each herewith and hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for, any loss or damage to the real or personal property of either located anywhere in the Premises or the Building, arising out of or incident to the occurrence of any of the perils which are covered by any insurance policy obtained by Tenant or the City. Each party shall obtain any special endorsements, if required by its insurer, to evidence this waiver of the insurer’s right to subrogation against the indemnities.

## **8. LIABILITY INSURANCE**

Tenant assumes all responsibility for all personal property on the Leased Property. Except for the negligence of the City or the City’s employees, agents or contractors, the City shall not be liable for any damage, either to persons or property, sustained by Tenant or others, caused by any defects now on said Building or hereafter occurring therein, or from any act or neglect of any other persons due to the happening of any accident from whatever cause in and about said Leased Property.

Tenant covenants that it shall, during the entire Lease term, keep in full force and effect a policy of public liability and property damage insurance with respect to the Building and the use

and business operated by Tenant. Policy limits shall not be less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per accident, and Five Hundred Thousand (\$500,000) for property damage liability. The policy shall name the City and any persons designated by the City as an additional insured and shall contain a clause that the insurer will not cancel or change insurance without giving the City thirty (30) days' prior written notice. The insurance shall be placed with a reputable insurance company and shall have an A.M. Best's rating of A-10 or better. A Certificate of Insurance shall be promptly delivered to the City upon acquisition of such insurance. Failure by Tenant to furnish such a Certificate of Insurance to the City will not constitute a waiver of the requirement for such certificate or of any other provision in this Section. Tenant may elect to be self-insured.

Tenant covenants that it will not keep, have or sell in or upon the Leased Premises any article which may be prohibited by any standard form or fire insurance policy. This includes any hazardous materials. Tenant agrees to pay an increase in premiums for fire and extended coverage insurance that may be charged on the Building during the term of this Lease resulting from the nature of Tenant's occupancy or from the type of merchandise stocked, manufactured, maintained or sold by the Tenant in the Building, whether or not the City has consented to the same. Tenant may elect to be self-insured.

## **9. ALTERATIONS OR IMPROVEMENTS**

Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises or Leased Property without first obtaining the written consent of the City. If allowed, all alterations, additions, renovations and improvements which shall be made shall be at the sole cost and expense of Tenant and shall become a part of the real property and belong to the City as their interests appear, and shall remain in and be surrendered with the Leased Property by Tenant at the sole discretion of the City.

Tenant further agrees to indemnify and hold the City, and the Premises free and harmless from, and against, any and all damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work. The City reserves the right to review and approve Tenants' plans, specifications and contractor and, further, the City reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that Tenant appropriately bond the same and including the requirement that Tenant comply with any conditions imposed by the City, as the City may deem reasonably appropriate. The City further reserves the right for itself to make any alterations, additions or improvements to the Premises which, in the City's sole discretion, are necessary or appropriate for the Premises.

## **10. DAMAGE OR DESTRUCTION**

In the event the Premises or the Building are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with the City to repair or rebuild the same, and in the meantime the rental shall be abated in the same proportion as the damaged or destroyed portion of the Premises bears to the Premises as a whole. Unless the City within sixty (60) days after the happening of any such damage or casualty shall notify Tenant of the election to restore said Premises or Building, this Lease shall thereupon terminate. If the City does not terminate this Lease, it shall remain in full force and effect. The City shall not be required to repair or restore any damage or injury nor replace any equipment, inventory, fixtures or other personal property of

Tenant or others located on the Premises. Any proceeds payable to the City from insurance policies carried by the City and covering the Premises or the Building shall be the sole and exclusive property of the City.

**11. RESERVED**

**12. ACCIDENTS AND INDEMNIFICATION**

**12.1. Tenant Hold Harmless**

The Tenant shall defend, indemnify, and hold the City harmless from and against any and all suits, actions, damages, claims, liability and expense, including attorneys' fees, in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence of negligence or willful misconduct by Tenant in, upon, at or from the Premises and, or, Building, or the occupancy or use by Tenant of the Building or any part thereof, or occasioned wholly or in part by any negligent act or negligent omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires, except to the extent that the comparative negligence of the City or the City's agents or employees caused or contributed thereto.

**12.2. City Hold Harmless**

The City shall defend, indemnify and hold harmless Tenant harmless from and against any and all suits, actions, damages, claims, liability and expense, including attorneys' fees, in connection with loss of life, bodily or personal injury, or property damage arising from or out of any breach or violation of this Lease by the City, or any negligent act or omission of the City, except to the extent that the comparative negligence of Tenant or Tenant's agents or employees caused or contributed thereto.

**12.3. City Liability for Personal Property Loss**

The City shall not be responsible or liable at any time for any loss or damage to Tenant's personal property or to Tenant's business that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining space.

The provisions of this Section 12 shall survive the expiration or termination of this Lease.

**13. COMPLIANCE WITH LAWS**

Tenant shall comply fully with all federal and state statutes and city ordinances now or hereafter in force in respect to the Building and Tenant's activities therein, including but not limited to compliance with ADA guidelines, pursuant to the Americans With Disabilities Act (ADA) of 1990, provided that Tenant shall not be required to modify the Building. Tenant warrants and represents to the City that Tenant shall use the Premises only for lawful purposes.

**14. COMPLIANCE WITH LEASE**

Tenant agrees to comply with all provisions of the Lease between the City and Tenant so as not to place the City in default or in breach of the Lease.

## **15. SIGNS OR ADVERTISING**

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining the City's written consent thereto. Tenant shall be permitted to advertise its hours of operation on the porch of the Building and place flyers, posters, signs or other information promoting Tenant's programs, presentations and activities to the public on the porch of the Building and inside the Building, subject to reasonable requirements and policies adopted by the City from time to time. Any consent so obtained from the City shall be with the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises or the Building caused thereby.

## **16. WASTE AND UNLAWFUL USE**

Tenant will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the Premises by making or suffering any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Building and Premises anything which is illegal or unlawful, or which will be dangerous to life or limb, or which will increase any insurance rate upon the Premises or the Building.

## **17. COSTS AND ATTORNEYS' FEES**

If, by reason of any default or breach hereunder by the City or by Tenant, it becomes necessary to institute a lawsuit, the prevailing party in such action shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in such lawsuit, together with taxable costs.

## **18. NONWAIVER OF BREACH**

The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such or of any other covenant or agreement, but the same shall be and remain in full force and effect.

## **19. REMOVAL OF PROPERTY**

In the event of any entry in, or taking possession of, the Building upon the termination of this Lease, the City shall have the right, but not the obligation, to remove from the Building all personal property located therein, and may store the same in any place selected by the City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied 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 then be due from Tenant to the City under any of the terms hereof, with the balance, if any, to be paid to Tenant.

## **20. HOLDOVER**

If Tenant shall, without the written consent of the City, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Tenant agrees to pay to the City the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as applicable.

## **21. COOPERATION PROVISION**

Both parties agree to cooperate to carry out the terms of this Lease. Each of the parties agree to execute, acknowledge, and deliver upon request of either party any document which requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party that is otherwise imposed hereunder.

## **22. ASSIGNMENT AND SUBLETTING**

### **22.1. Non-Transferable**

Tenant shall not transfer, assign, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Building by any person or persons other than the Tenant, or sublet the Building, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law.

### **22.2. Non-Consenting Assignment is Void**

Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Lease or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through the Tenant.

## **23. NOTICES**

Except for delivery of invoices under Section 4.1, all notices, statements, demands, requests, consents, approvals, authorization, agreements, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City of Redmond  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond WA, 98073

Redmond Historical Society  
16625 Redmond Way, Ste. M.  
PNB #352  
Redmond, WA 98052

MS: 4NPK  
[Realproperty@redmond.gov](mailto:Realproperty@redmond.gov)  
[ParksAdmin@redmond.gov](mailto:ParksAdmin@redmond.gov)

Email: [manager@redmondhistoricalsociety.org](mailto:manager@redmondhistoricalsociety.org)

## **24. LIENS AND ENCUMBRANCES**

Tenant shall keep the Building free and clear of any liens and encumbrances arising out of the use and occupancy of the Building by Tenant. At the City's request, Tenant shall furnish the City with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Premises.

## **25. BREACH BY TENANT**

In the event that the Tenant defaults in the performance of any of the terms, provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as may be reasonable under the circumstances; or if the Tenant shall abandon, desert, vacate or remove from the Leased Property; then, in such event, the City, at its option at any time thereafter, may terminate this Lease together with all of the estate, right and title thereby granted to or vested in the Tenant by giving twenty (20) days' notice in writing of such election, by certified mail addressed to the Tenant at the address specified in this Lease, and at the expiration of such twenty (20) day period, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Tenant shall then cease and terminate, and the City may re-enter said Leased Property using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this agreement, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. The City shall have the right to determine the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Tenant.

In the event of a default by the Tenant, the City, in addition to other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time, without terminating this Lease, relet the Leased Property or other part thereof, for any such term or terms and conditions as the City in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises and Leased Property. Tenant shall pay to the City, as soon as ascertained, the costs and expenses incurred by the City in such reletting or in making such alterations and repairs. Rentals received by the City from such reletting shall be applied:

- First, to the payment of any indebtedness, other than rental, due hereunder from Tenant to the City;

- Second, to the payment of the cost of any alterations and repairs to the Building necessary to return the Building to good condition, normal wear and tear excepted, for uses permitted by this Lease and the cost of storing any of Tenant's property left in the Building or on the Premises at the time of reletting;
- Third, to the payment of rental due and unpaid hereunder and the residue, if any, shall be held by the City and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder and the balance, if any, at the end of the term of this Lease shall be paid to the City.

Should such rental received from time to time from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to the City. Such deficiency shall be calculated and paid monthly.

## **26. TERMINATION**

The parties may terminate this Lease for default if such default is not corrected by the defaulting party within thirty (30) days after the receipt of notice thereof from the non-defaulting party delivered as provided in Section 23 above.

After two (2) years from the Effective Date, the City or Tenant may terminate this Lease at any time, with or without cause, upon giving six (6) months' written notice. On termination of the Lease, Tenant shall restore the property into an equal or better condition than it was at the time of the Effective Date of the Lease. Termination shall not relieve either party from any indemnity or other obligation related to events occurring either prior to or during the Effective Date of this Lease or during this Lease.

## **27. FORCE MAJEURE**

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Lease during the time and to the extent its performance is prevented by reasons of force majeure. For the purposes of this Lease, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Lease, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72 hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Lease

modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Lease.

## **28. MISCELLANEOUS**

### **28.1. Section Headings**

The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

### **28.2. Time is of the essence hereof.**

### **28.3. Lease Void**

If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.

### **28.4. Interpretation of Law**

This Lease shall be interpreted under the laws of the State of Washington.

### **28.5. Jurisdiction**

The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

### **28.6. Warranty**

Tenant acknowledges that except as expressly set forth in this Lease, neither the City nor any other person has made any representation or warranty with respect to the Premises or any other portion of the Building. Specifically, but not in limitation of the foregoing, no representation has been made or relied on with respect to the suitability of the Premises or any other portion of the Building for the conduct of Tenant's business. The City does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

### **28.7. Excused from Performance**

Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.

### **28.8. Entire Agreement**

This Lease and the exhibits, riders and/or addenda, if any, attached hereto, constitute the entire agreement between the parties. All exhibits, riders or addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and

extinguished. No subsequent amendment to this Lease shall be binding upon City or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Building and becomes effective as a lease only upon approval of this Lease by City's Council, or its designee, and execution and delivery of this Lease by City to Tenant. If any provision contained in a rider or addenda is inconsistent with a provision in the body of this Lease, the provision contained in said rider or addenda shall control. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph.

*{Signatures and Notary Blocks Follow on Next Pages}*

IN WITNESS WHEREOF, the parties have executed this Lease as of the last date set forth below.

**CITY OF REDMOND**

By:

Name: \_\_\_\_\_  
ANGELA BIRNEY

Its: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_  
\_\_\_\_\_

**REDMOND HISTORICAL SOCIETY**

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

**Approved as to form:**

By:

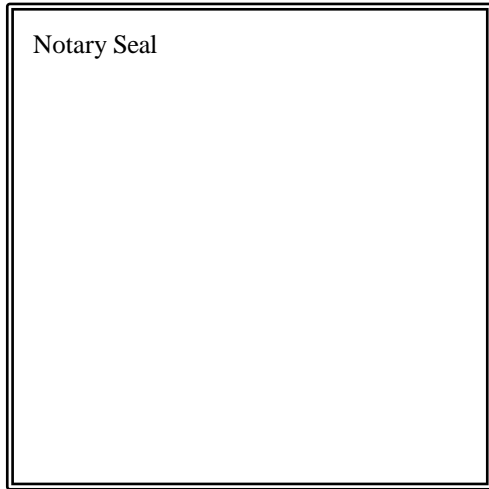
Name: \_\_\_\_\_  
REBECCA MUELLER

Its: \_\_\_\_\_  
CITY ATTORNEY

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the MAYOR, CITY OF REDMOND, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in the State of: \_\_\_\_\_

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# EXHIBIT A – BUILDING PLAN

