

(GENERAL)

203 COMPTROLLER FILE NUMBER 278004

Ord 101258 RECOMMENDATION

C. B. NO. 92853 OF  
MAYOR FOR AUTHORIZATION OF A HANDICAPPED SERVICES PROGRAM WITHIN THE OFFICE OF HUMAN RESOURCES; FOR LEASE OF OFFICE SPACE THEREFOR AT 313 1/2 1ST AVENUE SOUTH; AND AN APPROPRIATION THEREFOR.

(APPROPRIATION REQUEST: \$5,586.00)

6/13/72 ADOPT-PREP LEGIS.  
7/18/72 ADOPT  
7-20-72 Hold 2 weeks  
7-21-72 ADOPT

FILED JUNE 8, 1972

C. G. ERLANDSON  
COMPTROLLER AND CITY CLERK

BY D. F. Fenton DEPUTY

**ACTION OF THE COUNCIL**

REFERRED	TO HUMAN RESOURCES & <del>7002</del>
JUNE 12, 1972	PARKS & PUBLIC GROUNDS
REFERRED	FINANCE
REFERRED	TO
REFERRED	TO
REPORTED	DISPOSITION
JUL 01 1972	<b>ADOPTED</b>
RE-REFERRED	TO
REPORTED	DISPOSITION

**REPORT OF COMMITTEE**

Mr. President:

Your PARKS & PUBLIC GROUNDS

HUMAN RESOURCES & JOBS

Finance Committee

to which was referred the within.....

RECOMMENDATION

would respectfully report that we have considered the same and respectfully recommend that.....

**THE SAME BE ADOPTED**

*[Signature]*  
CHAIRMAN

P & P G

*[Signature]*  
CHAIRMAN

FIN

(GENERAL)

203 COMPTROLLER 273004  
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Ord 101258 RECOMMENDATION

C. B. NO. 92853 OF  
MAYOR FOR AUTHORIZATION OF A HANDICAPPED  
SERVICES PROGRAM WITHIN THE OFFICE OF  
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AND AN APPROPRIATION THEREFOR.

(APPROPRIATION REQUEST: \$5,586.00)

6/13/72 ADPT-REF KEES

7/18/72 ADPT

7-29-72 Adpt Work

FILED JUNE 8, 1972

C. G. ERLANDSON  
COMPTROLLER AND CITY CLERK

BY *d. f. Foster* DEPUTY

**ACTION OF THE COUNCIL**

REFERRED TO HUMAN RESOURCES & JUD.

PARKS & PUBLIC GROUNDS

FINANCE

JUNE 12, 1972

REFERRED

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REPORTED

JUL 01 1972

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DISPOSITION

ADOPTED

DISPOSITION

**REPORT OF COMMITTEE**

Mr. President:

Your PARKS & PUBLIC GROUNDS HUMAN RESOURCES & JUD. Finance Committee

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**THE SAME BE ADOPTED**

*[Signature]*

CHAIRMAN

P & P G

*[Signature]*

CHAIRMAN

FIN

*[Signature]*

H. R. & J.

# CITY COUNCIL TRANSMITTAL

C. F. # 273004

TO: Honorable A. L. Newbould  
Corporation Counsel

SEATTLE CITY COUNCIL

Jul 12 4 13 PM '72

Date Sent:

June 13, 1972

Reply Requested By:

Subject: Recommendation of Mayor for authorization of a Handicapped Services Program within the Office of Human Resources; for lease of office space therefor at 213 1/2 - 1st Avenue South; and an appropriation therefor. (Appropriation Request: \$5,586.00)

FROM: George E. Coolley, Chairman  
Finance Committee

## ACTION required

	Review and Return File With Your Answer to Sender
	Review and Answer Petitioner, Return File and Copy of Answer to Sender
	Review and Make Recommendations, Return File and Recommendations to Sender ( ) In Duplicate
XI	Prepare Legislation and Return File to Sender

Additional Information: In accordance with recommendation of Mayor.

W: sb  
att.

LD1 - 110-5002 CS 20.19

*George E. Coolley*  
Signature

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C. F. # 273004

TO: Honorable A. L. Newbould  
Corporation Counsel

Date Sent:

Reply Requested By:

June 13, 1972

SEATTLE CITY COUNCIL

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JUL 12 4 13 PM '72

FROM: George E. Cooley, Chairman  
Finance Committee

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**Required**

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Additional Information: In accordance with recommendation of Mayor.

HZ:sb  
att.

*George E. Cooley*  
Signature

ASSISTANT CORPORATION COUNSEL

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G. GRANT WILCOX  
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JAMES M. TAYLOR  
LAWRENCE K. MCCONNELL  
J. ROGER INOWELL  
JORGEN G. BADER  
E. NEAL KING  
JAMES B. HOWE, JR.  
DONALD H. STOUT  
MYRON L. CORNELIUS  
PHILIP M. KING  
RICHARD E. MANN  
HELEN WILSON  
RICHARD S. OETTINGER  
JOSEPH T. SCHLOSSER

THE CITY OF SEATTLE

LAW DEPARTMENT

MUNICIPAL BUILDING • SEATTLE, WASHINGTON 98104  
AREA CODE 206 TELEPHONE 583-2304

A. L. NEWBOULD, CORPORATION COUNSEL

CITY PROSECUTORS  
ROBERT M. ELIAS  
JACK B. REGAN  
ROBERT B. JOHNSON

CLAIMS MANAGER  
V. L. PORTER

July 12, 1972

Re: C. F. 273004

Finance Committee  
City Council  
The City of Seattle

Honorable Members:

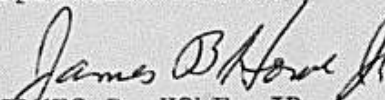
By City Council Transmittal dated June 13, 1972, you referred to us C.F. 273004, "Recommendation of Mayor for authorization of a Handicapped Services Program within the Office of Human Resources; for lease of office space therefor at 313-1/2 - 1st Avenue South; and an appropriation therefor. (Appropriation Request: \$5,586.00)" and requested that we prepare the necessary legislation.

This office has been advised by the Building Department Real Estate and Property Management Section that negotiations concerning a lease are still continuing and that the terms of such lease have not yet been finalized. To reduce delays we transmit herewith legislation implementing the requested program, and upon further request will transmit separate legislation authorizing such lease as may be required when the terms thereof have become finalized.

Yours very truly,

A. L. NEWBOULD  
Corporation Counsel

By

  
JAMES B. HOWE, JR.  
Assistant

JBH:klm  
Encl:



SEATTLE CITY COUNCIL

JUN 7 4 29 PM '72

OFFICE OF THE MAYOR—CITY OF SEATTLE

Wes Uhlman, Mayor

June 6, 1972

The City Council  
The City of Seattle

Honorable Members:

Attached is a request from the Director, Office of Human Resources, for legislation authorizing a Handicapped Services Program within the Office of Human Resources Administrative Division. To implement this program, a \$5,586 appropriation from the Manpower and Youth Operating Fund is requested, as well as line item increases in Program Category 290 "Office of Human Resources" as detailed in the attached letter. The program is being staffed with personnel hired under the Emergency Employment Program.

The requested legislation should also authorize the City to enter into a lease with David Gray for 1,500 additional square feet at the OHR Office space at 313-1/2 First Avenue South. The proposed lease is for a 3-year period commencing not later than 30 days upon completion of remodeling of the space. The Handicapped Program will be located on the first floor of this facility. The monthly rent is \$500: approximately \$4 per square foot per year. A copy of the proposed lease is attached.

Your approval is recommended.

Sincerely,

Wes Uhlman  
Mayor

by

R. W. Wilkinson, Jr.  
Budget Director

RWW/RBA/ct  
Attachments  
c.c. Office of Human Resources  
Building Department

Porty PG  
Fuar u  
Tuar



CITY OF SEATTLE  
EXECUTIVE DEPARTMENT  
OFFICE OF HUMAN RESOURCES

Wes Uhlman, Mayor

313<sup>1/2</sup> FIRST AVENUE SOUTH ■ SEATTLE, WASHINGTON 98104 ■ 206/583-6880

May 31, 1972

RECEIVED  
JUN - 1 1972  
OFFICE OF MANAGEMENT  
& BUDGET

The Honorable Wes Uhlman  
Mayor, City of Seattle  
1200 Municipal Building  
Seattle, Washington 98104

ATTENTION: R. W. Wilkinson, Budget Director

Dear Mayor Uhlman:

The Office of Human Resources proposes to establish a Handicapped Services Unit within the central office. This unit will be directed to planning and coordinating those programs and policies within city government that effect handicapped individuals and to act as an advocate for the concerns of the handicapped citizens of our community.

The Presidents Committee on Employment of the Handicapped figures that 5% of the population is considered severely handicapped or mentally retarded. In addition it is estimated that 5% of the population is handicapped such that their activities, within society, became limited. It is also known that Central Cities, in a metropolitan area, have a higher percentage of handicapped and disadvantaged individuals than the national average. This information indicates that approximately 60,000 people within Seattle can be served by the activities of the Handicapped Services Unit. Some specific goals of the unit will be:

1. Assist in developing realistic and effective employment opportunities within city government.
2. Promote those programs and policies that will remove the physical barriers to assessibility that limit the freedom of movement of handicapped citizens.
3. Provide technical assistance to and coordinate programs and resources of the many public and private agencies that are concerned with the handicapped.
4. Act as an advocate for the handicapped with those public and private agencies involved with service delivery systems and public policy.
5. Provide technical and staff assistance to the Cities Committee on Opportunities for the Handicapped so that it becomes effective and responsive to the needs of the handicapped.

Mayor Uhlman  
May 31, 1972  
Page 2

6. Promote and protect the right and opportunity of all persons to participate in the economic, cultural and social life of the city, free from restrictions because of handicaps.

The Unit will be staffed by the three full-time people paid primarily by EEA funds, that have already been approved by the Council, and a clerk-typist that will be shared with the Management Services section of OHR.


It is necessary to rent additional space on the first floor of the Crown Buidling, the unit will then be accessible to the handicapped, and to provide maintenance and operating funds for the Handicapped Services Unit.

Proposed budget requirements for the unit for 1972 ( September through December) and 1973 are as follows:

<u>ITEM</u>	<u>AMOUNT</u>	
	<u>1972</u>	<u>1973</u>
1000 Personal Services	\$ 800.00	\$ 2,400.00
2100 Office Supplies	100.00	300.00
3200 Communications	366.00	1,100.00
3330 Auto Expenses	340.00	1,080.00
✓3500 Printing and Binding	100.00	300.00
3800 Repair and Maintenance	100.00	300.00
3900 Rentals (space)	2,000.00	6,000.00
4220 Miscellaneous Authorized Distributions	30.00	90.00
✓6400 Machinery and Equipment (Typewriter, Desks, Charis)	1,750.00	500.00
TOTAL	<u>\$5,586.00</u>	<u>\$12,070.00</u>

It is hoped that this will meet with your approval.

Sincerely,



Edward S. Singler, Director  
Office of Human Resources

ESS:PW:r1



LEGISLATIVE POLICY STATEMENT 002

Section I. Handicapped Services Unit within the Office of Human Resources.

Section II. Coordinate activities of the city as they affect the special needs of the handicapped. Will act as an advocate for the handicapped within city government and to promote the general awareness of and work for the removal of barriers that prevent handicapped individuals from realizing their full potential as citizens. Handicapped services is specifically interested in insuring that employment opportunities, educational opportunities and relevant health and welfare services be made available and accessible to handicapped individuals.

Section III. Handicapped Services are desperately needed.

Section IV. A. September 1, 1972 through December 31, 1972. It is anticipated that this program will be continued.

B. Cost: Youth and Manpower operating fund (\$5,586.00).

C. N/A

D. In process of implementation.

E. By Office of Human Resources.

Section V. Already reviewed and concurred with by the Office of Management and Budget, Civil Service and the Mayor's Office.

Section VI. May, June, July, and August 1972

Section VII. A. As requested or necessary.

B. Available from the Office of Human Resources.



**LEONARD GERBER REAL ESTATE**  
INCOME PROPERTY DEVELOPMENT • MANAGEMENT CONSULTANTS

**LEASE**

THIS LEASE, made in triplicate this 25th day of May, 1972 between

David L. Gray hereinafter referred to as Lessor, and

City of Seattle, Wes Uhlman, Mayor hereinafter referred to as Lessee,

**WITNESSETH:**

1. The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situate in the City of Seattle, King County, Washington, described as follows:

**The South half of the ground floor (first floor) of the Crown Building, measuring approximately 1,200 square feet, legally described as the North half of Lot 6, Block 2, D.S. Maynard's Plat.**

Commonly known as 31st Pike Avenue South

hereinafter called "premises."

**BUSINESS PURPOSE**

2. The premises are to be used for the purpose of conducting therein Business Resources

Business Office

and for no other business or purpose, without the written consent of Lessor.

**TERM**

3. The term of this lease shall be for 1 years and 10 months, and shall commence on the 10th day of May, 1972, and end on the 10th day of May, 1973, ~~inclusive~~.

**RENT**

4. Lessee covenants and agrees to pay the Lessor as rental for said premises a minimum monthly rental of Five hundred Dollars and No/100 Dollars (\$500.00)

in lawful money of the United States in advance on the 1st day of each calendar month of the lease term, to Lessor's agent, LEONARD GERBER REAL ESTATE, Seattle, Washington, or to such other party or at such other place as the Lessor may hereafter designate. In the event percentage rent is payable hereunder by the Lessee, it shall be paid in the manner and at the time as set forth in the rider attached hereto and by reference made a part of this lease.

**CONSIDERATION**

5. As partial consideration for the execution of this lease, the Lessee has this day paid the Lessor the sum of One thousand Dollars and No/100 Dollars (\$1,000.00), the receipt of which is hereby acknowledged. If the Lessee shall have fully complied with all of the covenants, agreements, terms and conditions of this lease, but not otherwise, said sum so paid shall be credited on the payment of the

last two month's minimum rental of the term of this lease.

**REPAIRS**

6. The premises have been inspected and are accepted by Lessee in their present condition, and Lessee will at all times keep the premises neat, clean and in a sanitary condition. ~~Lessee will replace any glass of all windows and doors as may become cracked or broken.~~ Except for reasonable wear and tear and damage by unavoidable casualty, Lessee will at all times preserve said premises in as good repair as they now are or may hereafter be put to. All repairs shall be at Lessee's sole cost and expense, except outside walls, roof and foundation. Lessee agrees that at the expiration or sooner termination of this lease, Lessee will quit and surrender the said premises without notice, and in a neat and clean condition, and will deliver up all keys belonging to said premises to the Lessor or Lessor's agent.

**UTILITIES**

7. The Lessee hereby covenants and agrees to pay all charges for heat, light, water and sewer and for all other public utilities which shall be used in or charged against the leased premises during the full term of this lease. Lessor shall not be liable for the failure of any such services for any reason whatsoever. In the event the leased premises are a part of a building or larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges.

**ACCIDENTS**

8. All personal property on said leased premises shall be at the risk of Lessee. Lessor or Lessor's agent shall not be liable for any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises, or the building in which the premises are located, or any service facilities, or hereafter occurring therein, or due to the building in which the leased premises are situate, or any part or appurtenance thereof, becoming out of repair, or caused

or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of co-tenants or other occupants of said building, or any other persons, including Lessor or Lessor's agent or employees, or due to the happening of accident from whatsoever cause in and about said building. Lessee agrees to defend and hold Lessor and Lessor's agent harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased premises by any firm or corporation.

#### OF PREMISES

9. The Lessor shall not be called upon to make any improvement or repair of any kind upon said premises, and said premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City of Seattle, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of the City of Seattle, ~~at the sole cost and expense of said Lessee, and Lessee will permit no waste, damage or injury to the premises, and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises. Lessee shall be liable for the removal of ice and snow from the sidewalks in front of and about said premises.~~

#### USE

10. The Lessee shall conduct and carry on in said premises, continuously during each and every business day of the term hereof, the business for which said premises are leased, and shall not use the premises for illegal purposes. The Lessee agrees that no stock of goods will be carried, or anything done in or about the premises which will increase the present rate of insurance, provided, however, if the Lessee shall engage in such business with the consent of the Lessor, which business shall increase insurance rates, Lessee shall pay such increase. Lessee agrees that it has determined to Lessee's satisfaction that the premises can be used for the purposes for which they are leased and waives any right to terminate this lease in the event the premises cannot be used for such purposes or for any reason may not be used for such purposes during the term of the lease.

#### LIENS AND INSOLVENCY

11. Lessee shall keep the leased premises and the property in which the leased premises are situated, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

#### ASSIGNMENT

12. Lessee shall not without the written consent of the Lessor or Lessor's agent let or sublet the whole or any part thereof, nor assign this lease or any part thereof without the written consent of the Lessor, or Lessor's agent. This lease shall not be assignable by operation of law. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. In the event of any assignment so consented to, a minimum charge of 10% of one month's rent shall be made by LEONARD GERBER REAL ESTATE for their services in transferring or assigning this lease, and shall be paid by Lessee. If consent is once given by the Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

#### ACCESS

13. Lessee will allow Lessor or Lessor's agent free access at all reasonable times to said premises for the purpose of inspection or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make any repairs, ~~all of such repairs to be made by the Lessee as aforesaid.~~ The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said premises for 30 days prior to the expiration of this lease.

#### POSSESSION

14. In the event of the inability of Lessor to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, neither Lessor nor Lessor's agent 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, Lessee shall not be liable for any rent until such time as Lessor can deliver possession. If the Lessor shall deliver possession of the premises to the Lessee prior to the commencement date of this lease, Lessee agrees to accept same at such time and both Lessor and Lessee agree to be bound by all of the provisions and obligations hereunder during such prior period, except that no rental shall be payable for such prior period.

#### DAMAGE OR DESTRUCTION

15. In the event the premises are damaged to such an extent as to render the same untenable in whole or in a substantial part thereof, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same; and after the happening of any such contingency, the Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than 90 days after date of such notification to notify the Lessee in writing of Lessor's intentions to repair or rebuild said premises, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild said premises, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the Lessor or Lessor's agent.

In the event the building in which the premises hereby leased are located shall be damaged (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Lessor to terminate this lease by written notice served on Lessee within 90 days after such damage or destruction.

#### NOTICES

16. Any notice required to be served in accordance with the terms of this lease, shall be sent by mail, the notice from the Lessee to be sent to the Lessor or Lessor's agent, and the notice from the Lessor to be sent to Lessee at the leased premises.

#### GOVERNMENTAL FEES

17. All fees, other than taxes, payable to the City, County or State during the life of this lease shall be paid by Lessee.

#### SIGNS

18. All signs or symbols placed in the windows or doors of the premises, or upon any exterior part of the building by the Lessee shall be subject to the approval of the Lessor or Lessor's agent. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense.

#### ALTERATIONS

19. Lessee shall not make any alterations, additions or improvements in said premises, without the consent of Lessor in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole

cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the City of Seattle or any other authorized public authority. The Lessee further agrees to save the Lessor free and harmless from damage, loss or expense arising out of the said work. Lessee agrees that Lessor has the right to make alterations to the premises and to the building in which the premises are situated and Lessor shall not be liable for any damage which Lessee might suffer by reasons of such undertaking.

#### DEFAULT & RE-ENTRY

20. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor.

#### COSTS AND ATTORNEY'S FEES

21. If by reason of any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by the Lessor in connection with such default or action.

#### NON-WAIVER OF BREACH

22. The failure of the Lessor 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 any other covenants or agreements, but the same shall be and remain in full force and effect.

#### REMOVAL OF PROPERTY

23. In the event of any entry in, or taking possession of, the leased premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Lessor, 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 Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to 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 Lessee to Lessor under any of the terms hereof, the balance, if any, to be paid to Lessee.

#### HEIRS AND SUCCESSORS

24. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

#### HOLD-OVER

25. If the Lessee shall, with the written consent of Lessor, 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 Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

#### SUBORDINATION

26. This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Lessee agrees to execute, at no expense to the Lessor, any instrument which may be deemed necessary or desirable by the Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrances.

#### AGENT

27. The Lessor has appointed LEONARD GERBER REAL ESTATE the Lessor's agent in all matters concerning this lease, and said agent, and the Lessee until notified in writing to the contrary by either the Lessor or LEONARD GERBER REAL ESTATE, shall recognize such agency and pay all rental, furnish all statements, and give any notice which the Lessee may be under the duty of giving hereunder, to LEONARD GERBER REAL ESTATE at their office in the City of Seattle, King County, Washington, instead of to the Lessor. As long as such agency shall exist, each and every term and provision of this lease which is in any way beneficial to the Lessor, including especially every stipulation against liability, or limiting liability, shall inure to the benefit of LEONARD GERBER REAL ESTATE and their agents and shall be applicable to LEONARD GERBER REAL ESTATE and their agents in the same manner (and as fully) and with the same effect as to the Lessor.

#### RIDER May 23, 1972

30. Paragraph 7 above is stricken in its entirety, and changes are made to paragraphs 3, 6, 9, 13 and 21 and changes are made to paragraph 15. Attached hereto is a rider consisting of one page signed by the parties containing paragraphs 30 through 33.

31. Lessor and Lessee both agree that the term of this lease shall be for three years, and shall commence not later than thirty days upon completion of remodeling of the space for the office of Human Resources to be situated on the ground floor (first floor) of the Crown Building at 133 First Avenue South legally described as the North half of lot 5, Block 3 "S.S. Maynard" plat, or upon occupancy by Lessee, whichever occurs earlier. Said remodeling to commence immediately upon signing of the lease and Lessor obtaining financing.

32. The Lessor agrees to furnish a reasonable amount of heat, water and electric current to Lessee without charge, however Lessee shall pay for water and electric current used for air conditioning, refrigeration, or for any purposes other than ordinary purposes. Lessor shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such services due to any cause whatsoever, and no alterations or improvements or due to accident or strike or conditions or events not under Lessee's control shall be deemed an abatement of Lessee's liability. Lessee from any of Lessee's obligations hereunder, and Lessor agrees to furnish the leased premises with heat, water and electric current.

33. It is further agreed that the terms "Lessor" and "Lessee" shall be used throughout this contract and shall be deemed to refer to the respective parties hereto.

REPRODUCED

FROM BEST

DOCUMENT AVAILABLE

**MANAGEMENT AND COMMISSION**

28. Lessor agrees that LEONARD GERBER REAL ESTATE shall, during the entire term of this lease, manage the property of which the leased premises are a whole, or a part, as agent for Lessor and shall collect all rentals received from said property for which Lessor agrees to pay LEONARD GERBER REAL ESTATE the management fee recommended in the commission schedule of the Seattle Real Estate Board in effect at the time this lease was negotiated, such management fee to be deducted from all rentals collected; provided, however, that Lessor shall have the right to terminate said management by LEONARD GERBER REAL ESTATE upon payment in full to said agent of a fee for negotiating this lease in the amount recommended in the commission schedule of the Seattle Real Estate Board in effect at the time this lease was negotiated, less management fees deducted by LEONARD GERBER REAL ESTATE from rentals paid under this lease. In the event said management is terminated as aforesaid, the balance due LEONARD GERBER REAL ESTATE as provided herein shall be immediately payable and shall be an obligation of the original Lessor and his heirs, legal representatives, successors and assigns, and the authority herein granted to LEONARD GERBER REAL ESTATE shall not be deemed terminated until all amounts due LEONARD GERBER REAL ESTATE under this paragraph, or otherwise have been paid in full.

**RIDERS**

29. The riders, if any, attached hereto, are made a part of this lease by reference.

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

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David L. Gray  
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City of Seattle Wes Uhlman, Mayor  
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LESSOR

LESSEE

Home Address-----

*See Reverse Side for Acknowledgment Forms*

CORPORATE

STATE OF WASHINGTON, }  
COUNTY OF KING. } ss.

On this ..... day of ..... A. D. 19....., before me personally appeared  
..... to me known to be the .....  
and ..... to me known to be the .....  
of ..... the corporation that executed the within and  
foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

.....  
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON, }  
COUNTY OF KING. } ss.

On this ..... day of ..... A. D. 19....., before me personally appeared  
..... to me known to be the .....  
and ..... to me known to be the .....  
of ..... the corporation that executed the within and  
foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

.....  
Notary Public in and for the State of Washington, residing at Seattle.

INDIVIDUAL

STATE OF WASHINGTON, }  
COUNTY OF KING. } ss.

This is to certify that on this ..... day of ..... A. D. 19..... before me the  
undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared  
..... to me known to be the individual ..... described in and who executed the within  
and foregoing instrument, and acknowledged to me that ..... signed and sealed the same as ..... free and  
voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

.....  
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON, }  
COUNTY OF KING. } ss.

This is to certify that on this ..... day of ..... A. D. 19....., before me the  
undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared  
..... to me known to be the individual ..... described in and who executed the within  
and foregoing instrument, and acknowledged to me that ..... signed and sealed the same as ..... free and  
voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

.....  
Notary Public in and for the State of Washington, residing at Seattle.