

AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
P. O. Box 41468
Olympia, Washington 98504-1468

Lease No. SRL 25-0096
Project No. 25-07-212

(Tumwater) SLM/ams
Page 1 of 10
Date: September 29, 2025

LEASE

THIS LEASE is made and entered into between Port of Olympia, a municipal corporation whose address is 606 Columbia Way Northwest, Suite 300, Olympia, Washington 98501, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, Department of Enterprise services, Fleet Operations, acting through the Department of Enterprise Services, hereinafter called the Lessee.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 82701600400

Common Street Address: 300 Tumwater Boulevard Southwest, Tumwater, Washington 98501

Approximately 8,100 square feet of rentable parking spaces which includes fifty (50) parking spaces located at the above address as shown in Exhibit "B", attached hereto and incorporated herein., all legally described as Section 3 Township 17 Range 2W Quarter SE SE & NE NE SEC 10 SS190710TW LT 2 Document 4731596 Lease #15 to Tumwater Boulevard LLC 3976081 & Less Ptns Leased 16001 & 16002.

NEW PARCEL LOT 2

THAT PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER, OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 02 WEST, WILLAMETTE MERIDIAN, IN THURSTON COUNTY WASHINGTON, AND THAT PORTION OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER, OF SECTION 10, TOWNSHIP 17 NORTH,

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RANGE 02 WEST, WILLAMETTE MERIDIAN, IN THURSTON COUNTY WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3-INCH BRASS DISC, WITH PUNCH "SKILLINGS & CONNOLLY/LS 27192", BEING SOUTH 52 ° 34'05" WEST, 896.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE MONUMENTED LINE, FROM SAID FOUND DISC TO SAID SOUTHEAST CORNER, NORTH 52 ° 34'05" EAST, 75.06 FEET;

THENCE LEAVING SAID MONUMENTED LINE, NORTH 37 ° 25'55" WEST, 53.49 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF TUMWATER BOULEVARD SW AND POINT OF BEGINNING; THENCE ALONG SAID MARGIN THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 54 ° 52'19" EAST, 86.88 FEET TO A POINT BEING 50.00 FEET PERPENDICULAR TO SAID MONUMENTED LINE;
- 2) ALONG A LINE 50.00 FEET NORTHWESTERLY AND PARALLEL WITH SAID MONUMENTED LINE, NORTH 52 ° 34'05" EAST, 361.40 FEET;

THENCE LEAVING SAID MARGIN, NORTH 37 ° 17'00" WEST, 238.47 FEET;

THENCE NORTH 01 ° 49'12" EAST, 491.53 FEET;

THENCE NORTH 88 ° 10'48" WEST; 132.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 23.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 ° 41'56", AN ARC LENGTH OF 36.79 FEET (CHORD BEARING SOUTH 46 ° 58'14" WEST, 33.15 FEET);

THENCE SOUTH 02 ° 07'16" WEST, 21.13 FEET;

THENCE NORTH 88 ° 10'50" WEST, 30.39 FEET TO THE EAST LINE OF A SURVEY MAP RECORDED AT THURSTON COUNTY, WASHINGTON, AT AUDITOR'S FILE NUMBER 3184939;

THENCE ALONG SAID EAST LINE SOUTH 02 ° 07'42" WEST, 405.29 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF 73RD AVENUE SW;

THENCE ALONG SAID MARGIN, SOUTH 88 ° 15'43" EAST, 17.36 FEET;

THENCE LEAVING SAID MARGIN, SOUTH 31 ° 59'28" WEST, 34.73 FEET

TO THE SOUTH RIGHT-OF-WAY MARGIN OF 73RD AVENUE SW;

THENCE ALONG SAID MARGIN, NORTH 88 ° 15'43" WEST, 9.79 FEET TO THE EAST LINE OF SAID SURVEY MAP;

THENCE ALONG SAID EAST LINE, SOUTH 01 ° 53'55" WEST, 477.68 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 34.00 FEET THEREOF FOR RIGHT-OF-WAY DEDICATED TO THE CITY OF TUMWATER ASSOCIATED WITH 72ND AVENUE SW.

CONTAINING 185511 SQUARE FEET, OR 4.26 ACRES

USE

2. The premises shall be used by the Department of Enterprise Services, Fleet Operations and/or other state agencies for the following purpose(s): parking for government-owned vehicles.

2.1. Lessee shall use the premises only for parking of vehicles owned by the government and shall not use the premises for any other purpose without written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved. The premises shall be used only in accordance with City of Tumwater land use regulations and codes. Lessee agrees that it will not disturb Lessor or any other tenant of Lessor by making or allowing state employees who are using government-owned vehicles to make any disturbance or any unusual noise or other condition on, in or near the premises.

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TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning November 12, 2025 and ending October 31, 2027.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

50 Parking Spaces (\$40.00 per parking space)**November 12, 2025 to November 30, 2025**

One Thousand Two Hundred Sixty-six Dollars and Sixty-seven Cents

\$1,266.67 per month

December 1, 2025 to October 31, 2027

Two Thousand Dollars and Zero Cents

\$2,000.00 per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

4.1. Rent shall be prorated to the actual date of occupancy if a period of rent is not a complete month.

INCENTIVES

5. [Intentionally deleted]

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, landscape and irrigation water and repair as described below, together with stormwater.

MAINTENANCE AND REPAIR

7. Lessee agrees to lease the premises in its as-is condition and understands the Port is unable to make improvements to the leased premises including pavement maintenance other than pothole repairs and general cleaning and vegetation removal. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintenance and repair, the Lessor reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the leased premises. Lessor's maintenance and repair obligations shall include, but not be limited to: parking lot cleaning and restriping at the Port's discretion (including snow removal which is subject to the Port's Snow Plan); drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar leased premises in the area (example: fire, and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

ASSIGNMENT/SUBLEASE

8. Except for sublet for use by other State agencies per the "USE" section herein, the Lessee may not assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Lessee will proceed with sublease. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

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RENEWAL/CANCELLATION

9. The Lease may, at the option of the Lessee, be renegotiated for an additional two (2) years.

PAYMENT

10. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

11. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990, and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

12. The Lessee, upon the written authorization of the Department of Enterprise Services, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

LEASE PREMISES/OCCUPANCY

13. The Lessor shall ensure the Leased Premises is ready for occupancy on or before November 12, 2025 as referenced on the site plan #25-07-212 (Exhibit "B"), approved by the Design Manager on September 30, 2025, initialed by both parties hereto and incorporated herein by reference.

ALTERATIONS/IMPROVEMENTS

14. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

15. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do

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so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

16. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of Enterprise Services of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

ENERGY CONSERVATION

18. [Intentionally deleted]

REIMBURSEMENT FOR DAMAGE TO PREMISES

19. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees and agents, but in no event shall this section be construed as diminishing the Lessor's duty to make repairs as set forth in preceding sections of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

20. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

ADDITIONAL LEASE PROVISIONS

21. [Intentionally deleted]

CANCELLATION/SUPERSESSION

22. [Intentionally deleted]

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DUTY TO CURE

23. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Lessor.

The term "reasonable time" as used within this section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Lessor or Lessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

24. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

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If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease. If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

25. If any of the premises or the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

MONTH TO MONTH TENANCY

26. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

27. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor and receipt of the processing fee(s) set forth herein, the State's standard Tenant Estoppel Letter and/or Subordination, Non-Disturbance, and Attornment Agreement, which have been approved as to form by the Office of the Attorney General. A processing fee of \$250 for a single document, or \$400.00 for both documents, will be assessed for these documents.

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CAPTIONS

28. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

INTEGRATED DOCUMENT

29. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

30. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Port of Olympia
606 Columbia Way Northwest, Suite 200
Olympia, Washington 98501

LESSEE: Department of Enterprise Services **SRL 25-0096**
Real Estate Services
1500 Jefferson Street S.E.
Post Office Box 41468
Olympia, Washington 98504-1468

EXHIBITS

31. The following exhibits described herein and attached hereto, are fully incorporated into this Lease by this reference:

- a) Exhibit A: The Leased Space Requirements
- b) Exhibit B: The Design Professional's Space Plan
- c) Exhibit C: Ratification

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IN WITNESS WHEREOF, the parties subscribe their names.

Port of Olympia

STATE OF WASHINGTON

By: _____

Printed Name: _____

Title: _____

Date: _____

Department of Enterprise Services, Fleet Operations

Acting through the Department
of Enterprise Services

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

Samantha Marx
Samantha Marx, Property and Acquisition Specialist
Real Estate Services

Date: 11/04/2025

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

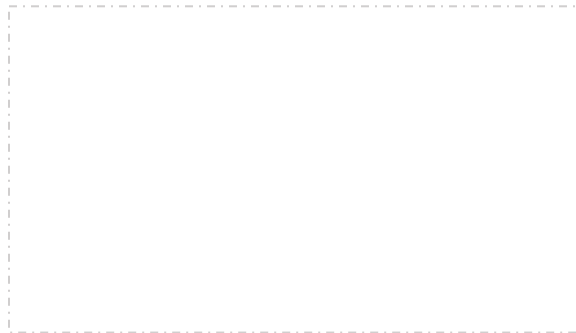
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STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

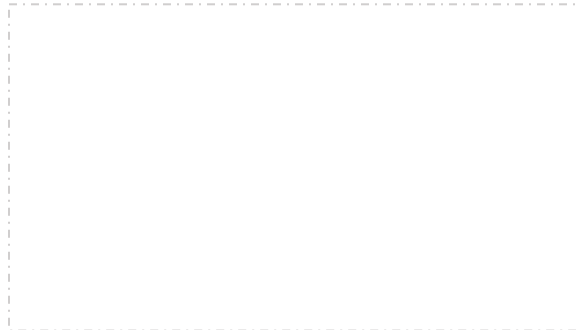


Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

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 _____
My commission expires _____

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