

**INTERLOCAL LEASE AND SERVICES AGREEMENT FOR DEVELOPMENT
AND SHARED USE OF CLOVER PARK TECHNICAL COLLEGE STUDENT
CENTER/CONFERENCE CENTER**

This Interlocal Lease and Services Agreement is made and entered into by and between the City of Lakewood ("City") and Clover Park Technical College ("College"), (collectively, the "Parties").

RECITALS

WHEREAS, on April 3, 2007, the Parties entered into an Interlocal Agreement for Shared Funding and Participation Clover Park Technical College Student Center ("Initial Agreement"); and

WHEREAS, the purpose of the Initial Agreement was to provide for shared funding, operation, and use of an Auditorium/Conference Center ("Facility") to be jointly utilized by the College and the City; and

WHEREAS, the City's main goal in entering into the Initial Agreement was to provide partial funding for the construction of a Conference Center that could be used to support tourism and tourist activities; and

WHEREAS, in 2011 at least sixty-seven percent (67%) of the usage of the Conference Center was by entities or persons outside of the city limits of the City of Lakewood; and

WHEREAS, six years after construction and operation of the Conference Center, the Parties desire to amend the Initial Agreement with respect to the Conference Center; and

WHEREAS, the City finds that it is in the best interests of the public welfare to clarify the terms of the Initial Agreement with respect to the Conference Center;

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein and the benefits to be realized by each party, and other good and valuable consideration, including the benefit to the general public by the construction of a facility to support tourism and to accommodate tourist activities, the Parties hereto agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS:

For purposes of the Agreement, the following terms, phrases, words, and their derivations and those such terms, phrases, words, and their derivations as defined throughout this Agreement, shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall

be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision.

1.1 “Agreement” means this Agreement, as may be amended and restated or supplemented in writing from time to time, and includes all exhibits, if any, hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified.

1.2 “Initial Agreement” means the Agreement entered into between the Parties on April 3, 2007. See copy attached and incorporated herein.

1.3 “Contribution” or “Contribution Obligation” shall mean that portion of funding provided by the City related to the construction of the Conference Center under both the Initial Agreement and this Agreement.

1.4 “Effective Date” means the date this Agreement is executed by both Parties. For purposes of calculating length of lease and payments under this Agreement, however, the date of April 3, 2007 shall be used.

1.5 “Conference Center” shall mean the rentable space with the Sharron McGavick Conference center as defined in Exhibit B that provides approximately 35,000 sq. ft. of usable space for conference center patrons and tourist related activities.

1.6 “Manage,” or any derivation thereof, shall mean to direct, control, govern, determine, oversee and administer the Operation of the Conference Facility in accordance and compliance with the terms and conditions of this Agreement.

1.7 “Operate,” or any derivation thereof, shall mean to carry out, conduct, put into or continue in operation, in accordance and compliance with the terms and conditions of this Agreement.

1.8 “Parties” means City and College collectively.

1.9 “Party” means City and College individually.

ARTICLE 2. PURPOSE:

2.1. Incorporation of Recitals. The Parties acknowledge and agree that the above-stated recitals are true and correct to the best of their knowledge and are incorporated as though fully set forth herein.

2.2 General. The City and the College desired to construct or cause to be constructed a facility that could be used to support College related programs and functions as well as to support City tourism and provide tourist related activities. The purpose of this Agreement is to

set forth the rights, duties and obligations of the Parties with regard to the funding, construction, use, occupancy, management, maintenance, and operation of the Conference Center.

ARTICLE 3. CONTRIBUTION AND LEASE CONDITIONS:

3.1 Contribution Obligation. The City agrees to contribute \$2,037,000.00 (or 11%) towards the Auditorium/Conference Center's total construction cost of \$18,518,000.00. Said amount is to be paid from Lodging Tax Funds over a twenty (20) year period, in equal installments of \$101,850.00 beginning on January 31, 2007, and continuing thereafter on June 30th of each subsequent year. In the event that Lodging Tax Funds are no longer available to the City, by no fault of the City, this obligation and the Agreement, including all benefits to the City, shall terminate.

3.2 Construction of Facility. As a condition of receiving this funding contribution, the College agrees to be solely responsible for any remaining financing as well as responsible for all design, construction, maintenance, operation, and repair of the Facility as described in Exhibits A and B.

3.3 Lease. To secure the City's funding contribution, commencing on April 3, 2007, the College grants a thirty (30) year non-revocable lease to the City that guarantees that the City's right to use the Conference Facility located at 4500 Steilacoom Blvd. S.W., Lakewood, WA 98499 as legally described on Exhibit A attached hereto, and described or depicted on Exhibit B attached hereto.

3.3.1 Guaranteed Dates. As part of the lease, the College shall provide the City with the use of the Conference Facility, at no charge, for not less than eighteen (18) dates per year. Twelve of those days can be scheduled Sunday through Saturday and six dates can be scheduled Sunday through Thursday. Additionally, the City is entitled to any and all revenue or funds received from such use. For purposes of scheduling, the Parties shall identify the City's guaranteed dates in accordance with paragraph 3.3.2. If the City does not identify all eighteen (18) dates annually, it may use unidentified dates on an as-space-available basis, at no charge to the City. The right to reserve dates shall not carry forward or be accumulated from year to year.

3.3.2 Schedule. The guaranteed dates of use are to be mutually agreed to by the College and the City annually through the Conference Center calendar. For purposes of this Agreement, the event calendar year will be from January 1 to December 31. Both Parties shall have the right to select dates annually three years in advance for events that require long lead booking. Bookings are scheduled on a first come first serve basis and are contracted in accordance to College policies and procedures.

3.3.3 Option Terminate. In the event the College determines that the Conference Center is needed for educational purposes, it is provided that there is expressly reserved to the College the right and option to terminate this lease by giving the City at least one hundred eighty (180) days written notice prior to the effective date of such termination in which event lease payment shall be prorated to the date of termination.

ARTICLE 4. OPERATION AND OBLIGATIONS:

4.1 Operations. The College shall exclusively and, at its sole cost and expense, manage the day-to-day operations of the Facility and Operate, repair and maintain the Conference Facility in accordance with College and State requirements.

4.2 Services. The College shall provide to the City seating, tables, staging, and sound/audio/visual equipment and set-up and parking, all at no-cost to the City, for City functions booked under 3.3.1. Any additional services or arrangements not provided with this lease will be the responsibility of the City.

4.3 Utilities. The College shall be solely responsible for payment of all charges for utilities during the term of the Agreement, including, but not limited to, heat, air conditioning, electricity, gas, water, sewerage, storm water, telephone, security system monitoring, garbage disposal, and janitorial services.

4.4 Cost Obligations. Except as may otherwise be set forth expressly herein, any obligations of the College hereunder shall be performed at the sole cost and expense of the College, and at no cost to the City.

4.5 Booking & Rental Policies/Procedures. The College shall establish, implement and publish the booking and rental policies, procedures, rates and charges for the Conference Center in writing and online.

4.6 Display Space. The City shall have the right to lease or use exhibit and display space within the Conference Center, at no cost, for governmental and tourism related purposes during a city event; provided that, such use does not unreasonably interfere with the Management or Operations of the Facility. Any displays, including signage, will comply with the reasonable rules and regulations of the City and the College.

4.7 Report. The City Manager may require that the College provide to the City an annual written report documenting the use and rental of the Conference Center. Such report shall be of sufficient detail for the City to determine the type of use and patrons renting the Conference Center and Facility. Regardless of whether the City requires such a written report, the College shall make its books and records available to the City upon written request by the City.

4.8 Regulations. The College agrees that it and all of its employees, agents shall:

4.8.1 Abide by and conform to all Federal, State and Local ordinances, laws, rules and regulations and all lawful orders of the police and fire departments or other municipal authorities and by all facility rules and regulations.

4.8.2 Adhere to all applicable Federal, State and Local laws, rules and regulations pertaining to, and including but not limited to WISHA and OSHA. The College will

provide all necessary and related safety equipment for its employees and agents to be in compliance with Federal, State and Local laws.

4.8.3 Obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Conference Facility during the term of this Agreement in violation of any such laws, ordinances, rules or orders. It is the responsibility of the client or event holder to obtain event specific permits and licenses at their expense and in accordance with College policies and procedures.

4.8.4 Ensure the Conference Facility abides by and complies with all aspects of the Americans with Disabilities Act.

4.8.5 Not discriminate against any employee or any applicant for employment because of race, national origin, religion, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

ARTICLE 5. MAINTENANCE:

5.1 Maintenance Obligations. The College shall, at its sole cost and expense, be responsible for maintenance and repair of the Conference Facility, exterior grounds and landscaping and shall keep and maintain the Conference Facility in good repair and working order. The College shall promptly make repairs (considering the nature and urgency of the repair), in accordance with and subject to applicable Laws. The City may, but is not obligated to, make its staff available to the College on a case-by-case basis as necessary or desirable to facilitate and support inspections, maintenance and repairs of the Conference Facility.

ARTICLE 6. FINANCIAL RIGHTS AND OBLIGATIONS:

6.1 Revenue. Subject to Section 3.3.1 of this Agreement, the College shall have the exclusive right to receipt of all revenue from the use of the Facility, including but not limited to, rental fees, license fees, concessions, catering, and all other charges and fees associated with the use of the Facility.

6.2 Taxes. The College shall pay and be liable for any rental, sales, and use taxes imposed upon or measured by any rental owed in accordance with all statutes, codes, ordinances, orders, rules, and regulations of any municipal or governmental entity that are applicable to any part of the Premises (“Law(s)”), and shall indemnify, hold harmless, and defend City against any failure by the College to duly pay such taxes. In the event that leasehold excise taxes are levied by the state of Washington pursuant to RCW 82.29A, as hereafter may be amended, the College shall be responsible for collecting and paying to the State all such leasehold excise taxes.

6.3 Accounting Records. The College shall maintain books and records as are customarily and necessarily kept for the purpose of managing, maintaining and operating the Conference Facility, according to generally accepted accounting practices.

ARTICLE 7. TERM OF AGREEMENT:

7.1 Term. This Agreement shall be effective on the date executed by the Parties, provided however, that for purposes of calculating time set out in 3.1 and 3.3, the date of the execution of the Initial Agreement, April 3, 2007, shall be applied.

7.2 Extension. At the end of the term of this Agreement, it may be extended for an additional five (5) year term upon the same terms and conditions by mutual written agreement of the Parties approved in the same manner as the Initial Agreement; provided that, the Parties may mutually agree to adjust the insurance requirements.

ARTICLE 8. LIABILITY AND INSURANCE:

The facility is owned by the College. The College is self insured under state law. The City will conduct events at the College and is responsible for insurance appropriate to the events. Proof of event insurance will be required to be on file with the College for each booking.

8.1 The City shall indemnify and hold harmless the College, its officials, officers, agents, employees, volunteers, and representatives, from, and shall process and defend at its sole expense, against any and all claims, performance, acts, and/or omissions by the City, its employees, agents, representatives, or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the City shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

8.2 The City shall provide to the College a certificated copy of its comprehensive general liability policy and errors and omissions liability policy, said policy or certificate to be maintained in full force and effect with insurers licensed to operate in the State of Washington and in a form acceptable to the College.

8.3 The comprehensive general liability policy limits of protection shall not be less than \$1,000,000 per occurrence combined single limit. Said insurance policies, excepting errors and omissions liability policy, shall name the College as an additional insured thereunder as respects any operations of the City in connection with this Agreement.

8.4 For the purposes of indemnifying the other party against claims of injury made by its own employees, each party waives any right of immunity that it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore).

8.5 The City's insurance company shall endorse the insurance policies, substantially as follows: This insurance policy is primary over any insurance that may be carried by the College and it is agreed that the College will be given not less than thirty (30) days advance written notice of any termination of this policy.

8.6 The City hereby agrees to reimburse the College for damages caused by its employees, contractors, licensees, invitees, clients, and agents. This paragraph shall not be construed as making City responsible for the repair of normal wear and tear.

8.7 The City, its successors or assigns, will protect, save, and hold harmless the College, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Agreement. The City further agrees to defend the College, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the College or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the College, its agents or employees, and (b) the City, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or City's agents or employees.

8.8 The College shall indemnify and hold harmless the City from any acts of its officials, officers, agents, employees, volunteers and representatives and shall defend the City at its sole expense against any and all claims, performance, acts, and/or omissions by the College, its employees, agents, representatives, or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the College shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

ARTICLE 9. DISPUTE RESOLUTION:

The Parties are fully committed to working with each other throughout the term of this Agreement and agree to communicate regularly with each other so as to avoid or minimize disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they disintegrate into a question or controversy. If a question or controversy arises between the Parties concerning the observance, performance, interpretation or implementation of any of the terms, provisions, or conditions contained herein or the rights or obligations of either Party under this Agreement (a "Dispute"), the Parties each commit to resolving such Dispute in an amicable, professional and expeditious manner. The Parties further agree that in the event a Dispute arises, they will first attempt to resolve any such Disputes through discussions between representatives of each Party. If a Dispute cannot be resolved through discussions by each Party's representative, the College's President and the City Manager shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the Dispute. Prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute. If the College President and City Manager are unable to resolve the matter within 45 days of their initial meeting, either party may pursue any other remedy including initiation of court action.

The obligations of this Section are not intended and shall not be construed to prevent a Party from issuing an order to cure an alleged Non-Material Breach or taking Corrective Action in the event of an Emergency. The intent of the Parties is to require compliance with this Section before taking Legal Action.

ARTICLE 10. BREACH, DEFAULT, TERMINATION:

10.1 Breach. “Breach” shall mean any failure of a Party to keep, observe, or perform any of its duties or obligations under this Agreement. “Material Breach” shall mean any circumstances defined as a material breach herein and any one of the following circumstances:

- Breach of a Party’s obligation to defend or indemnify the other Party;
- If a Party attempts to evade any material provision of this Agreement or to practice any fraud or deceit upon the other Party;
- If the College becomes insolvent, or if there is an assignment for the benefit of the College’s creditors;
- If the Party fails to provide or maintain the insurance required by this Agreement;
- ;
- Abandonment of the Conference Facility (a continuous period of 90 days or more with no scheduled Programming hours shall constitute abandonment);
- Any Breach that cannot be cured; or
- Any non-material Breach that is not cured as required pursuant to Section 10.2.4.

10.2 Right to Cure Breach.

10.2.1 Notice. If a Party believes that the other Party is in Breach, such Party shall give written notice to the Noticed Party stating with reasonable specificity the nature of the alleged non-material Breach. The Noticed Party shall have sixty (60) days, or such lesser or greater time as specified in the notice, from the receipt of such notice to:

10.2.1.1 Respond to the other Party, contesting that Party’s assertion that a Breach has occurred, and request a meeting in accordance with Article 9; or

10.2.1.2 Cure the Breach; or

10.2.1.3 Notify the other Party that the Noticed Party cannot cure the Breach within the time provided in the notice, because of the nature of the Breach. In the event the Breach cannot be cured within the time provided in the notice, the Noticed Party shall promptly take all reasonable steps to cure the Breach and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting in accordance with Article 9 to determine whether additional time beyond the time provided in the notice is indeed needed, and whether the Noticed Party’s proposed completion schedule and steps are reasonable.

10.2.2 Communication. If the Noticed Party does not cure the alleged Breach within the cure period stated above, or denies the alleged Breach, the Parties shall meet in accordance with Article 9 to attempt to resolve the Dispute.

10.2.3 Time to Cure. When specifying the time period for cure, the Party giving notice shall take into account, the nature and scope of the alleged Breach, the nature and scope of the work required to cure the Breach, whether the Breach has created or will allow to continue an unsafe condition, the extent to which delay in implementing a cure will result in adverse financial consequences or other harm to the Party giving notice, and whether delay in implementing a cure will result in a violation of Law or breach of contract.

10.2.4 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Breach to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon time line or the time provided for in the Notice of Breach, then the Breach shall become a Material Breach.

10.3 Remedies. In the event of a breach of this Agreement, either Party may do one or more of the following:

10.3.1 Pursue any remedy provided by law or equity.

10.3.2 In the event of a Material Breach, terminate this Agreement and any related Agreements or portions thereof.

ARTICLE 11. MISCELLANEOUS:

11.1 Controlling Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Washington (without reference to conflict of law principles).

11.2 Venue. The College and City hereby consent and agree that venue of any action brought under this Agreement shall be in Pierce County, Washington; provided, however, that venue of such action is legally proper.

11.3 Time of Essence. Time is of the essence of this Agreement and each provision hereof.

11.4 Assignment. The College may transfer or assign this Agreement to another Person, but no transfer or assignment shall be effective except after prior written notice to City and transferee/assignee's written commitment, delivered to City, that transferee/assignees shall thereafter be responsible for all obligations under the Agreement. Such an transfer/assignment shall relieve the College of any further obligations under the Agreement, including any obligations not fulfilled by the College's transferee/assignee; provided that, the transfer/assignment shall not in any respect relieve the College, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the transfer/assignment. The City may transfer

or assign this Agreement only with the written consent of the College.

11.5 Waiver. The Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

11.6 Attorney Fees. In the event of commencement of a legal action at law or in equity in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory, injunctive, or equitable relief, the substantially prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

11.7 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

11.8 Amendment. This Agreement may be amended only by a written contract signed by authorized representatives of the City and the College. In addition to any authority the City Manager may otherwise have to amend this Agreement, the City Manager is authorized to, without prior approval of the governing body of the City, execute amendments to this Agreement that do not increase the term of the Agreement or the compensation to be paid by the City to the College and do not otherwise materially increase the monetary obligations of the City.

11.9 Limited Severability. The City and the College each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared illegal, invalid, void or unenforceable under present or future laws (or is construed as requiring the City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

11.10 Notices.

11.10.1. Except as otherwise required by law, any notice, demand or other communication given hereunder, shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by telecopy, facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To: City Manager
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499-5027

To: Vice President for Operations & College Relations
Clover Park Technical College
4500 Steilacoom Blvd. SW
Lakewood, WA 98499-4098

The address or other information specified herein for either Party may be changed by providing notice to the other Party no less than thirty (30) days' advance written notice of such change in address.

11.10.2 Payments. Payments under this Agreement shall be mailed to:

Clover Park Technical College
Attn: Accounts Receivable
P.O. Box 99910
Lakewood, WA 98496-0910

11.10.3 Effective Date of Notices. All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, or (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by telecopy or facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's telecopy or facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

11.11 Force Majeure. Neither Party hereto shall be liable to the other Party for any failure to perform an obligation set forth herein to the extent such failure is caused by war, act of terrorism or an act of God, provided that such Party has made and is making all reasonable efforts to perform such obligation and minimize any and all resulting loss or damage.

11.12 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

11.13 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

IN WITNESS WHEREOF, authorized representatives of City and College hereby execute this Agreement as of the date first set forth herein.

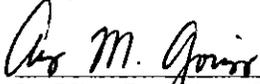
CITY OF LAKEWOOD



Andrew Neiditz, City Manager

Date: 2-8-2013

**CLOVER PARK
TECHNICAL COLLEGE**



Art M. Jones
Its Vice President for Operations
& College Relations

Date: 2.15.13

ATTEST/AUTHENTICATED:



Alice M. Bush, City Clerk

Date: 2-13-13

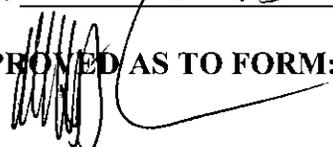
APPROVED AS TO FORM:



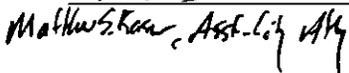
Terrance Ryan, Assistant Attorney General

Date: 2/21/13

APPROVED AS TO FORM:



Heidi Ann Wachter, City Attorney
Date: 13 Feb 2013


Matthew S. Koon, Asst. City Atty

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 8th day of February, 2013, personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, Andrew Neiditz, to me known to be the City Manager of the City of Lakewood, a Washington State municipal corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said City of Lakewood, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said public development authority.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Deanne K. Wegmann

(Signature of Notary)

Deanne K. Wegmann

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at University Place, WA

My appointment expires 05-01-15

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 2013, personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, _____ to me known to be an authorized representative of _____, a Washington _____ corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

EXHIBIT A

Legal Description of Premises

**PARCEL DESCRIPTION
PROPOSED STUDENT CENTER
CLOVER PARK SCHOOL DISTRICT NO. 400**

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00°23'04" EAST 619.92 FEET TO A CORNER OF A PARCEL OF LAND CONVEYED TO CLOVER PARK SCHOOL DISTRICT NO. 400 BY QUITCLAIM DEED RECORDED UNDER AUDITOR'S FEE NUMBER 1827108;

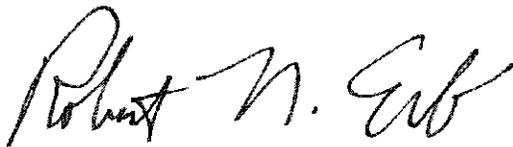
THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°23'04" EAST 642.31 FEET TO A CORNER OF A PARCEL OF LAND CONVEYED TO NEWPORT INC. BY DEED RECORDED UNDER AUDITOR'S FEE NUMBER 2170557;

THENCE ALONG THE NORTH LINE OF SAID NEWPORT PARCEL, SOUTH 89°31'47" EAST 891.79 FEET;

THENCE NORTH 00°03'52" WEST 5.86 FEET TO THE **POINT OF BEGINNING**;

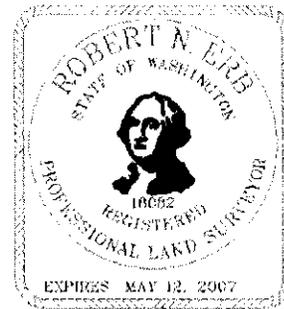
THENCE CONTINUING NORTH 00°03'52" WEST 186.00 FEET;

THENCE NORTH 89°56'08" EAST 196.00 FEET;
THENCE NORTH 00°03'52" WEST 325.00 FEET;
THENCE NORTH 89°56'08" EAST 376.00 FEET;
THENCE SOUTH 00°03'52" EAST 511.00 FEET;
THENCE SOUTH 89°56'08" WEST 572.00 FEET TO THE POINT OF BEGINNING.

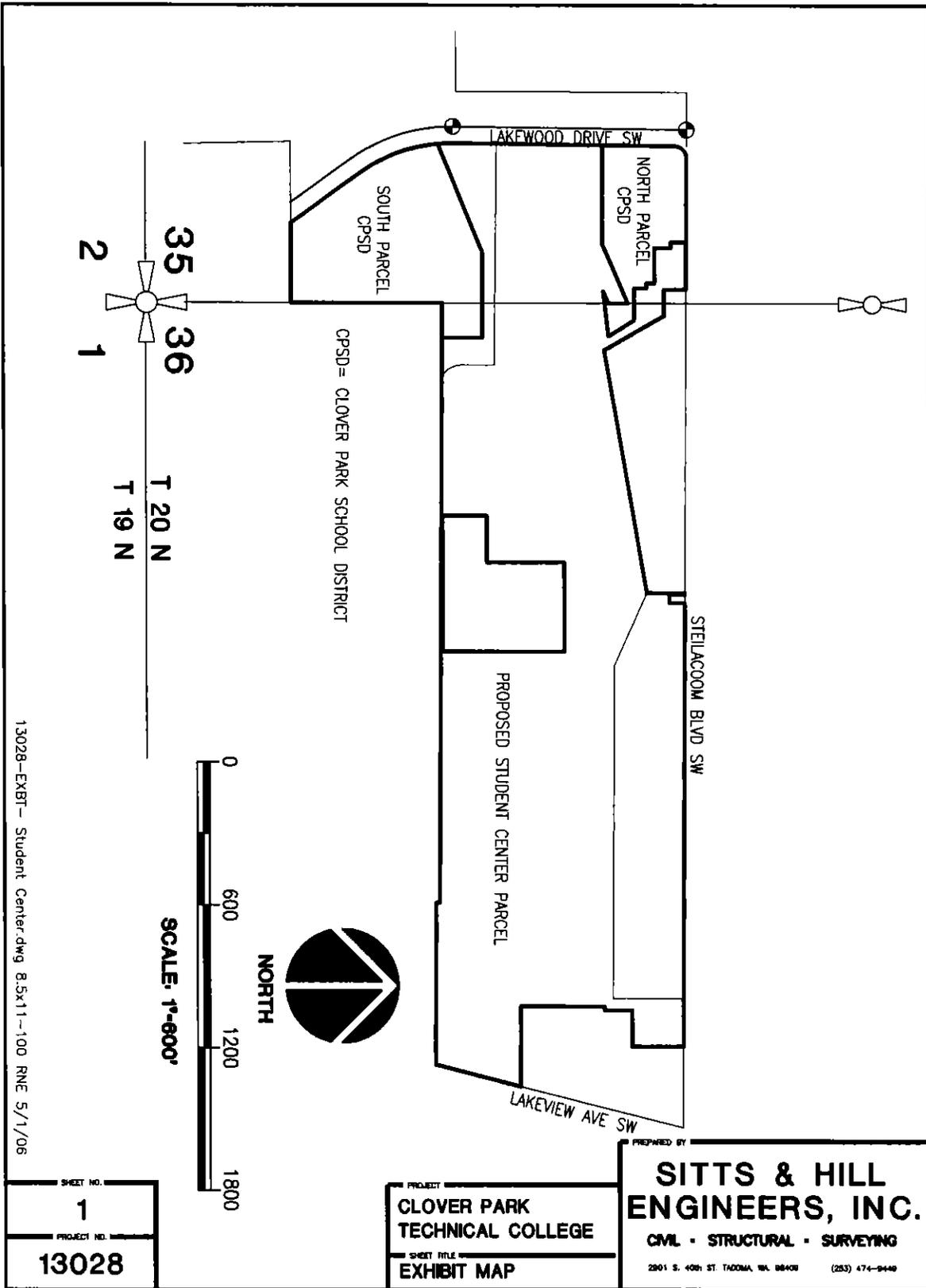


ROBERT N. ERB P.L.S.
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13028-EXBT - Student Center.dwg B.Sx11-100 RNE 5/1/06

| | |
|-------------|-------|
| SHEET NO. | 1 |
| PROJECT NO. | 13028 |

| | |
|-------------|-------------------------------|
| PROJECT | CLOVER PARK TECHNICAL COLLEGE |
| SHEET TITLE | EXHIBIT MAP |

PREPARED BY

SITTS & HILL ENGINEERS, INC.

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EXHIBIT B

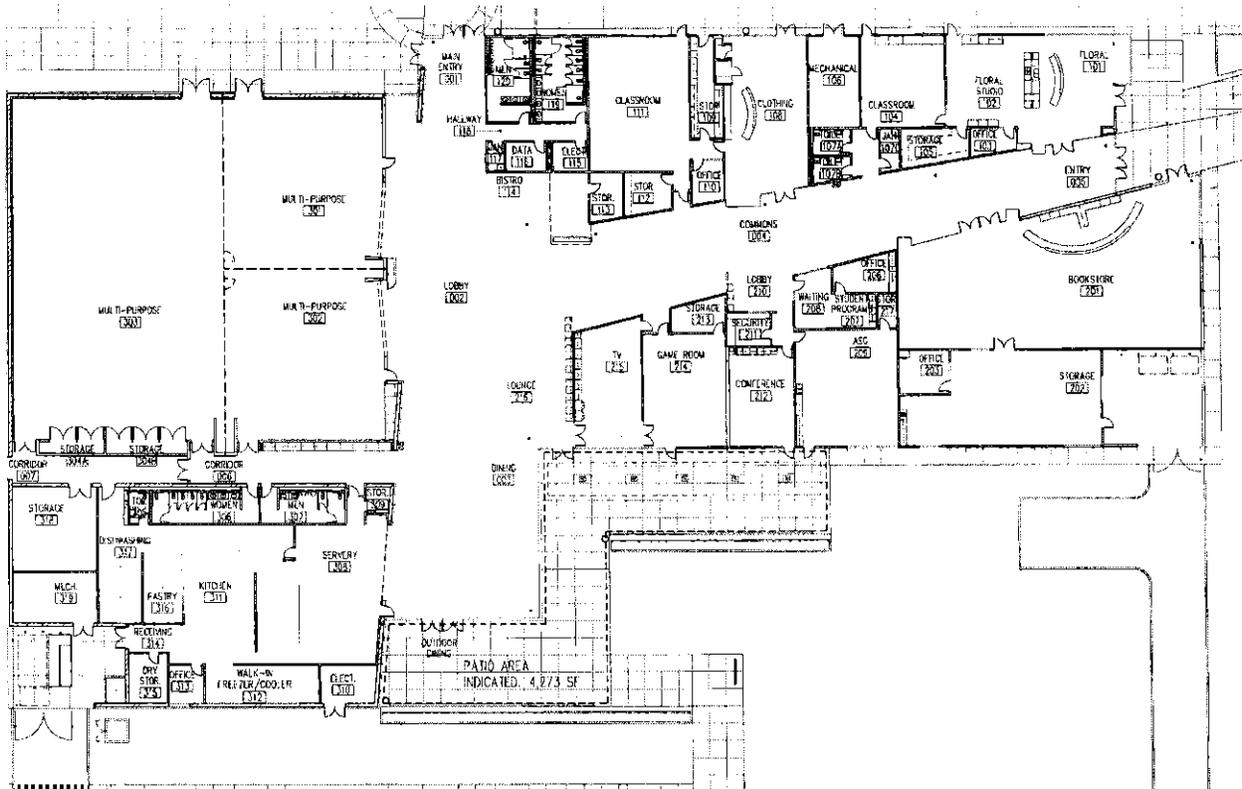
Description of Conference Center Facility

Exhibit B

Description of the Conference Facility

The Sharon M. McGavick Student Center, Building 23, houses a conference facility that is defined by the following spaces:

- Ballroom is approximately 10,709 sq. ft.
- Half Ballroom (Room 303) is approximately 6,059 sq. ft.
- Quarter Ballroom (Room 302) is approximately 2,358 sq. ft.
- Quarter Ballroom (Room 301) is approximately 2,292 sq. ft.
- Atrium/Lobby is approximately 4,840 sq. ft.
- Outdoor Terrace is approximately 2,700 sq. ft.



Additional breakout spaces, kitchen, meeting/ boardrooms and a dance floor are available, but are not considered a part of the Conference Facility.