

# EXHIBIT A

## Resolution 5589

### FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (the “Amendment”) is made as of this 24th day of March 2021, between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington (“Sound Transit”) as Landlord, and the CITY OF AUBURN, a Washington municipal corporation (“City”) as Tenant.

Sound Transit and City entered into that certain Lease dated June 26, 2002 for the Leased Premises as defined in Section 1.5 of the Lease at the property known as the Auburn Multimodal Transit Facility located at 25 “A” Street SW in Auburn, Washington. The Lease was amended by the First Amendment to Lease dated January 1, 2008, the Second Amendment to Lease dated December 30, 2010, the Third Amendment to Lease dated July 12, 2011 and further amended by the Fourth Amendment to Lease dated February 20, 2019. The Lease, the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease and the Fourth Amendment to Lease are hereinafter referred to as the “Lease”.

For the purpose of this Amendment, all terms defined in the Lease have the same meaning in this Amendment.

### RECITALS

A. Section 2.5 (e) of the Lease gives City, as part of the Commercial Tenant Area, the right to access and use a room adjacent to the east interior wall of the ground floor elevator lobby of the Parking Garage. City has agreed to give Sound Transit sole access and use of this room. In exchange, City will be given sole access and use of a storage room on the east side of the Parking Garage entrance. Exhibit 2.5(e) as presented in the Fourth Amendment to Lease mis-identified the location of the storage room that the City will have sole access to. The intent of this Amendment is to correct Exhibit 2.5(e) to identify the location of the storage room for the City’s use.

B. Sound Transit and City desire to amend the Lease to reflect the changes regarding the specific Sections referenced herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, Sound Transit and City hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated by this reference.
2. Section 2.5 (e) Elevator Lobby is hereby deleted in its entirety and replaced with the following:
  - (e) Elevator Lobby. The City, its licensees and invitees will have sole access and use of the storage room located on the east side of the garage entrance of the ground floor of the Parking Garage, identified as “Room 1” on the attached Exhibit 2.5(e). City has the right to sublease this room to subtenants of the Commercial Tenant Area.

Except as amended herein, all other articles, terms, and conditions of said Lease are unchanged and remain in effect.

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

**SOUND TRANSIT:**

CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

Approved as to Form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Sound Transit Legal Counsel

**CITY:**

CITY OF AUBURN

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

Approved as to Form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Auburn City Attorney

[illegible]

I certify that I know or have satisfactory evidence that Nancy Bennett is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Property Management Manager of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_.

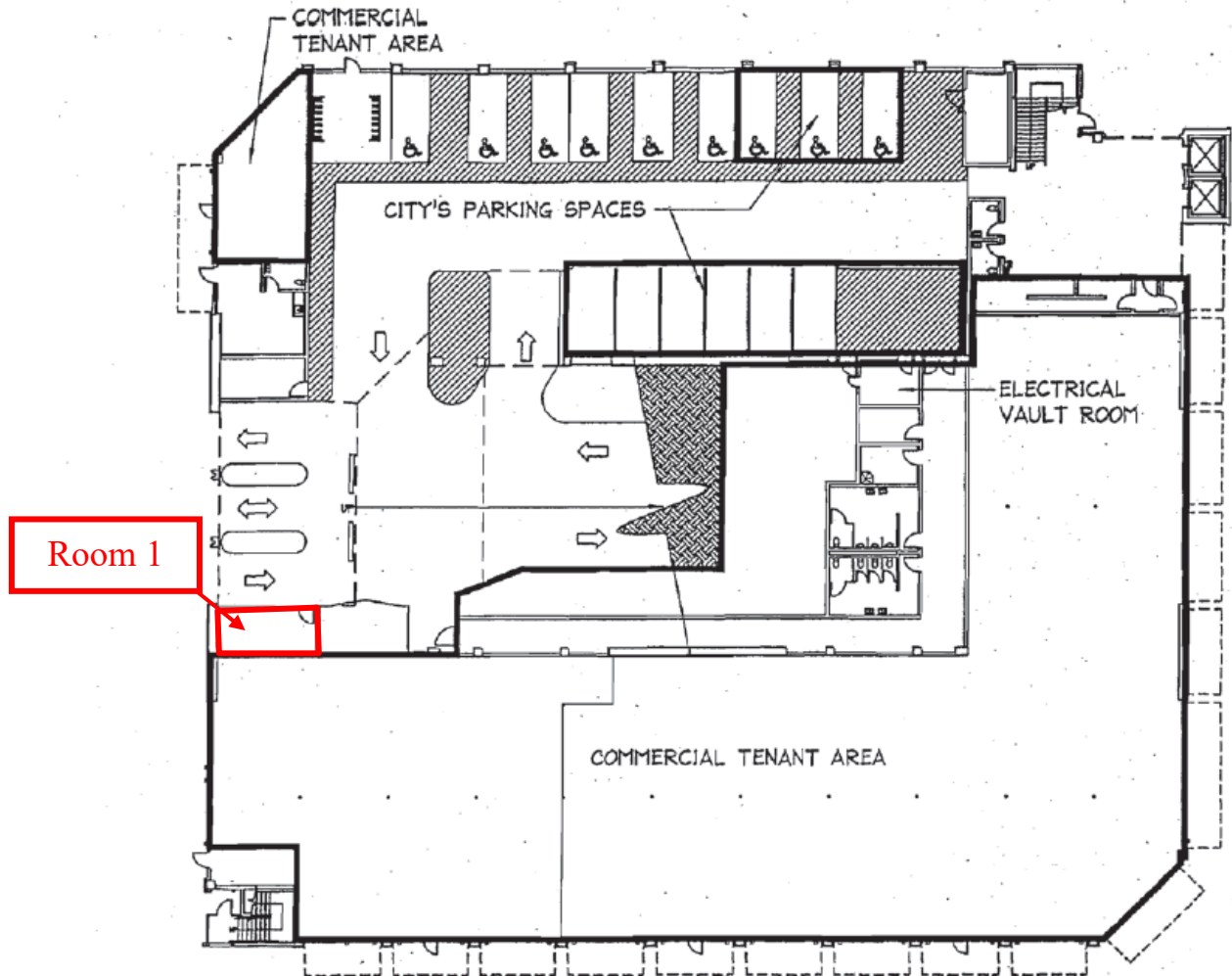
[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as  
the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ to be the free and voluntary act and deed of such party for the uses and purposes  
mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

EXHIBIT 2.5(e)



1 GROUND FLOOR  
1/32" = 1'-0"