



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19685

Proposed No. 2023-0309.1

Sponsors McDermott

1 AN ORDINANCE authorizing the execution of an
2 amendment to an existing lease to support the operations of
3 the department of executive services.

4 **STATEMENT OF FACTS:**

5 For the lease from LBA RV-Company XXXIII, LP, located at 7272 W
6 Marginal Way S, Seattle, within council district eight, the facilities
7 management division determined that there was not an appropriate county-
8 owned option and successfully negotiated to lease space.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 SECTION 1. The executive is authorized to execute an amendment to an existing
11 lease for the property located at 7272 W Marginal Way S, Seattle, with LBA RV-


Ordinance 19685

- 12 Company XXXIII, LP, substantially in the form of Attachment A to this ordinance, and
- 13 to take all actions necessary to implement the terms of the lease.

Ordinance 19685 was introduced on 9/12/2023 and passed by the Metropolitan King County Council on 11/7/2023, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:



 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:


 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this _____ day of 11/14/2023, _____.

DocuSigned by:


 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Lease Amendment

ATTACHMENT A:

LEASE AMENDMENT

FIRST AMENDMENT TO YARD LEASE (NNN)

This FIRST AMENDMENT TO YARD LEASE (NNN) (“**Amendment**”), dated for reference purposes only as of the 17th day of July, 2023, is entered into by and between LBA RV-COMPANY XXXIII, LP, a Delaware limited partnership (“**Landlord**”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“**Tenant**”).

RECITALS:

A. Landlord (as successor-in-interest to LBA RV-Company XXIX, LP) and Tenant are parties to that certain Yard Lease (NNN) dated July 31, 2019 (the “**Lease**”). Pursuant to the Lease, Tenant currently leases from Landlord that certain outdoor yard portion of the Site, consisting of approximately 37,493 rentable square feet (the “**Premises**”), which is part of the property located at 7272 W. Marginal Way S., Seattle, Washington 98108 (the “**Property**”), as more particularly described in the Lease.

B. The Term of the Lease is scheduled to expire by its terms on April 30, 2024.

C. Tenant desires to exercise its option to extend the Term of the Lease and the parties desire to amend the Lease in order to extend the Term of the Lease and otherwise modify the Lease pursuant to the terms and conditions set forth below.

D. Capitalized terms which are used in this Amendment without definition have the meanings given to them in the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended for fifty (50) months (the “**Extended Term**”) commencing as of May 1, 2024 (the “**Extended Term Commencement Date**”), and expiring on June 30, 2028 (the “**Extended Term Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease as amended by this Amendment (the “**Amended Lease**”). No such extension shall operate to release Tenant from liability for any amounts owed or defaults existing under the Lease prior to the Extended Term Commencement Date. Landlord and Tenant hereby acknowledge and agree that, except for the Second and Third Extension Options in Rider No. 1 to Lease, any and all provisions of the Lease providing for an extension or renewal of the Term of the Lease are hereby deleted in their entirety and Tenant has no remaining options to extend the Term of the Lease.

2. Monthly Base Rent. Prior to the Extended Term Commencement Date, Tenant shall continue to pay Monthly Base Rent as provided in the Lease. Commencing on the Extended Term Commencement Date and continuing throughout the Extended Term, Tenant shall pay Monthly Base Rent for the Premises in accordance with the following schedule:

<u>Lease Months</u>	<u>Monthly Base Rent</u>
5/1/2024 – 4/30/2025	\$13,130.05
5/1/2025 – 4/30/2026	\$13,523.95
5/1/2026 – 4/30/2027	\$13,929.67
5/1/2027 – 4/30/2028	\$14,347.56
5/1/2028 – 6/30/2028	\$14,777.99

3. Operating Expenses. During the Extended Term, Tenant shall continue to pay Operating Expenses in accordance with the terms and conditions of the Lease.

4. Condition of Premises. Tenant is currently in possession of the Premises and acknowledges that Landlord shall not be obligated to refurbish or improve the Premises or to otherwise fund improvements for the Premises in any manner whatsoever in conjunction with this Amendment, and Tenant hereby accepts the Premises in its “AS-IS” condition. Tenant further acknowledges that except as expressly provided in the Lease and this Amendment, neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the improvements, refurbishments, or alterations therein, the Building or the Property, or with respect to the functionality thereof or the suitability of any of the foregoing for the conduct of Tenant’s business, and that all representations and warranties of Landlord, if any, are as set forth in the Lease and this Amendment.

5. Notice Address of Landlord.

Landlord’s address for the payment of Rent under the Amended Lease is hereby deleted and replaced in its entirety with the following:

For payment of rent: LBA RV-COMPANY XXXIII, LP
P.O Box 741468
Los Angeles, CA 90074-3513
Landlord’s Email: leasingnotices@lbarealty.com

6. Notice of Address of Tenant.

Section 1.2 of the Lease is hereby deleted and replaced in its entirety with the following:

King County Real Estate Services
Attn: Lease Administration
500 Fourth Avenue, Suite 830
Seattle, WA 98104

And a copy to the following email addresses:

Tenant’s Email: RES-LeaseAdmin@kingcounty.gov
Stephanie.Clabaugh@kingcounty.gov

Notwithstanding anything Sections 5 or 6 to the contrary, a Party may provide email notice only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt

(or both) but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered. Notices shall be effective upon the date of first attempted delivery.

7. Broker. Tenant hereby represents and warrants to Landlord that it is not aware of any brokers, agents or finders who may claim a fee or commission in connection with the consummation of the transactions contemplated by this Amendment. If any claims against Landlord for brokers' or finders' fees in connection with the Tenant's acts and omissions in performing transactions contemplated by this Amendment arise, then Tenant agrees to indemnify, protect, hold harmless and defend Landlord (with counsel reasonably satisfactory to Landlord) from and against any such claims if they shall be based upon any statement, representation or agreement made by Tenant.

8. Representations and Warranties. Tenant hereby represents, warrants, and agrees that, to the best of Tenant's knowledge: (1) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid, and binding agreement and obligation of Tenant; and (3) Tenant has no current offset or defense to its performance or obligations under the Lease.

9. Energy Consumption Information. Tenant hereby consents to the release of Tenant's energy consumption information for the Premises to Landlord, and if requested, Tenant shall promptly sign any documentation requested by the utility company to evidence such consent.

10. Authority. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

11. Successors and Assigns. This Amendment shall extend to, be binding upon, and inure to the benefit of, the respective successors and permitted assigns and beneficiaries of the parties hereto.

12. No Other Modification. Landlord and Tenant agree that except as otherwise specifically modified in this Amendment, the Lease has not been modified, supplemented, amended, or otherwise changed in any way and the Lease remains in full force and effect between the parties hereto as modified by this Amendment. To the extent of any inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall apply and govern the parties. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment. For purposes of this Amendment, signatures by facsimile or electronic PDF shall be binding to the same extent as original signatures.

13. Non-Discrimination. Section 31.23 of the Lease is hereby deleted and replaced in its entirety with the following:

Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, sex, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16. Landlord shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be

grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed effective as of the date the last Party signs below, ("**Effective Date**").

TENANT:

KING COUNTY,
a home rule charter county and political subdivision of the State of Washington

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Erin Ferrell
Senior Deputy Prosecuting Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____, 2023, before me, _____, notary public,

(insert name and title of the officer)

personally appeared _____, who proved to who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD:

LBA RV-COMPANY XXXIII, LP,
a Delaware limited partnership

By: LBA Fund V Industrial GP V, LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: Alison Yukovich
Title: Authorized Signatory
Date: July 17, 2025

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On July 17, 2023, before me, Maritza Banda Novak, notary public,

(insert name and title of the officer)

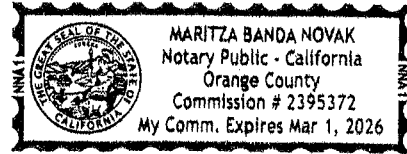
personally appeared Alison Vukovich, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Maritza Banda Novak*

(Seal)



For LBA Office Use Only: Prepared & Reviewed by: 7A

Certificate Of Completion

Envelope Id: F9927266F9E04D268EC561728F718963	Status: Completed
Subject: Complete with DocuSign: Ordinance 19685.docx, Ordinance 19685 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 8	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

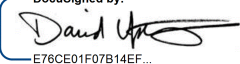
Record Tracking

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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216

Timestamp

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Viewed: 11/8/2023 3:28:28 PM
Signed: 11/8/2023 3:28:45 PM

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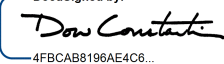
Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

4FBCAB8196AE4C6...
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Using IP Address: 198.49.222.20

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Viewed: 11/14/2023 2:48:42 PM
Signed: 11/14/2023 2:48:54 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/9/2023 7:21:46 AM Viewed: 11/9/2023 9:12:04 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/14/2023 2:48:42 PM
Signing Complete	Security Checked	11/14/2023 2:48:54 PM
Completed	Security Checked	11/14/2023 2:48:54 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.