



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 30, 2015

Ordinance 18073

Proposed No. 2015-0194.2

Sponsors McDermott and Dunn

1 AN ORDINANCE relating to the authorization of an
2 amendment to an existing lease at 17620 140th Avenue
3 South East, C-10, Renton, Washington, to support the
4 operations of the sheriff's office.

5 STATEMENT OF FACTS:

- 6 1. The facilities management division received a request on September
7 30, 2014 from the sheriff's office to amend and extend a lease with Curran
8 Properties/Fairwood Square, LLC, for space in 17620 140th Avenue South
9 East, C-10, Renton, Washington, within council district nine. The lease
10 was originally executed on May 1, 2005.
- 11 2. The sheriff's office needed space to support operations in the
12 unincorporated King County areas near Fairwood.
- 13 3. The facilities management division determined in October 2014 that
14 there was not an appropriate county-owned option.
- 15 4. The facilities management division determined, through consultation
16 with the sheriff's office, that amending and extending the lease was the
17 most cost-effective option for the county.
- 18 5. The facilities management division successfully negotiated an
19 amendment to the lease.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The executive is authorized to execute an amendment to the lease

22 for 17620 140th Avenue South East, C-10, with Curran Properties/Fairwood Square,

23 LLC, substantially in the form of Attachment A to this ordinance and to take all actions
24 necessary to implement the terms of the lease.
25

Ordinance 18073 was introduced on 5/18/2015 and passed as amended by the Metropolitan King County Council on 6/29/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Lambert, Mr. Dunn, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Mr. McDermott

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

KING COUNTY COUNCIL
CLERK

2015 JUL -9 AM 10:03

RECEIVED

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 8 day of JULY, 2015



Dow Constantine, County Executive

Attachments: A. Second Amendment to Lease (lease #1829), dated 6/29/15

18073 ATTACHMENT A

ATTACHMENT A:

SECOND AMENDMENT TO LEASE

(06/29/15)

Lease #1829

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made and entered into as of this ___ day of _____, 2015, by and between **CURRAN PROPERTIES/FAIRWOOD SQUARE, LLC**, a Delaware limited liability company ("Landlord") and **KING COUNTY** ("Tenant" and together with Landlord the "Parties").

RECITALS

A. Curran Properties/Fairwood Square, LLC ("Landlord") , a Delaware limited partnership and King County ("Tenant") entered into a Lease dated May 1, 2005, as amended by the First Amendment to Lease dated January 24, 2008 and as amended and extended through December 31, 2014 by the agreement of the Parties on June 25, 2014 (collectively, the "Lease") for retail space located at 17620 140th Avenue, SE, C-10 in Renton, Washington that is used by the King County Sheriff's Office (the "Premises").

B. The parties desire to amend the Lease to extend the Lease Term.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. All defined terms used in the Lease shall have the same meaning when used in this Amendment, except as noted to the contrary in this Amendment.

2. Lease Term. Upon approval of this Amendment by the Metropolitan King County Council and execution by Tenant, the Lease Term is hereby extended for three (3) years retroactive to January 1, 2015, and will then expire on December 31, 2017 (the "Expiration Date").

3. Rent. Commencing on January 1, 2015 Tenant's Fixed Minimum Rent obligation is adjusted as follows:

<u>Time Period</u>	<u>Fixed Monthly Minimum Rent</u>
January 1, 2015 – December 31, 2015	\$2,164.00 <u>\$ (833.00)</u> security presence credit \$1,331.00 per month for rent
January 1, 2016 – December 31, 2016	\$2,229.00 <u>\$ (833.00)</u> security presence credit \$1,396.00 per month for rent
January 1, 2017 – December 31, 2017	\$2,296.00 <u>\$ (833.00)</u> security presence credit

\$1,463.00 per month for rent

Tenant is exempt from paying its proportionate share of Common Area Maintenance (“CAM”) charges, and any operating expenses, which include property taxes, insurance and maintenance, for the Common Areas or the Premises.

4. Renewal Terms. The Lease Term shall be automatically extended for three (3) consecutive one (1) year periods (each a "Renewal Term") unless Tenant gives Landlord written notice of its election not to extend the Lease by no later than September 1, 2017 in the case of the First Renewal Term, by September 1, 2018 in the case of the Second Renewal Term and by September 1, 2019 in the case of the Third Renewal Term. If Tenant does not notify Landlord of its election not to extend for a Renewal Term on a timely basis, then the Lease shall be extended for that Renewal Term on the same terms and conditions as written, except that Fixed Monthly Minimum Rent shall be adjusted as follows:

- (a) First Renewal Term: \$2,365.00
 (~~\$ 833.00~~) security presence credit
 \$1,532.00 rent per month

- (b) Second Renewal Term: \$2,436.00
 (~~\$ 833.00~~) security presence credit
 \$1,603.00 rent per month

- (c) Third Renewal Term: \$2,509.00
 (~~\$ 833.00~~) security presence credit
 \$1,676.00 rent per month

5. Premises. Tenant is presently occupying the Premises and agrees that Landlord has no obligation to alter or improve them in any respect as a condition precedent to this Amendment.

6. Brokers. Landlord was represented by Suhrco, Inc. in connection with this Amendment and will pay its broker a commission pursuant to separate agreement. Tenant was not represented by a real estate broker in connection with this Amendment.

7. Anti-Discrimination. A new “Article XVII – Anti-Discrimination” shall be added to the Lease which shall read:

“Landlord and Tenant shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, 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. 12.16.125. Landlord and Tenant 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, 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.”

8. Tax Contribution. Section 7.01(c) shall be deleted in its entirety and replaced with the following:

“[Intentionally deleted]”.

9. Errant References. Any references in the Lease to “Mailboxes Etc.,” “The UPS Store”, “Franchisor”, or “Area Franchisee” are hereby deleted in their entirety.

10. Subordination and Attornment. Section 13.01 shall be amended as follows: with the exception of the first paragraph of Section 13.01, the section is hereby deleted in its entirety.

11. Miscellaneous.

(a) Continued Effect. The Lease shall continue in full force and effect as written, except as specifically modified in this Amendment.

(b) Acknowledgement. Tenant hereby acknowledges and agrees for Landlord's benefit that, as of the date hereof, to Tenant's actual knowledge, (a) Landlord is not in default under any of the terms of the Lease as amended, and (b) there is no breach by Landlord, which with the giving of notice or the passage of time or both, would become a default by Landlord under the Lease. Notwithstanding the provisions of Section 15.06, the Parties agree that since the Lease Commencement Date, the Lease has remained in full force and effect and never expired. The Parties further acknowledge, ratify and affirm that from the Lease Commencement Date until the month preceding the execution of the Amendment, all rent due under the Lease has been paid in full by the County.

(c) Governing Law. This Amendment shall be interpreted and construed in accordance with the law of the State of Washington.

(d) Counterparts. This Amendment may be executed in one or more counterparts which, taken together, constitute the complete document.

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

LANDLORD

CURRAN PROPERTIES/FAIRWOOD SQUARE, LLC,
a Delaware limited liability company

By: CCD ENTERPRISES, INC., its Manager

By _____
Title _____

Date _____

TENANT

KING COUNTY, WASHINGTON

By _____
Gail Houser, Manager, Real Estate Services Section

Date _____

King County Sheriff's Office

By _____

Date _____

Approved as to form:

By _____
Deputy Prosecuting Attorney

Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of CCD ENTERPRISES, INC., the Manager of **CURRAN PROPERTIES/FAIRWOOD SQUARE, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the **Manager of the King County Real Estate Services Section**, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____