

ORDINANCE 19306

ATTACHMENT A:

LEASE AMENDMENT

Lease #1829

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") dated November 5, 2020 (*for reference purposes only*), is made by and between **CURRAN PROPERTIES/FAIRWOOD SQUARE, LLC**, a Delaware limited liability company ("Landlord") and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington ("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, and the Second Amendment To Lease dated July 13, 2015 (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.

C. The current Lease Term expires December 31, 2020. This Amendment requires King County King County Council approval. In the event the King County Council does not approve of this Amendment until after December 31, 2020, King County will be in holdover with Landlord's consent. In accordance with Section 15.06 of the Lease, the Fixed Minimum Rent for any such holdover period shall be twice the amount of the Fixed Minimum Rent. In the event the Parties execute this Third Amendment, King County shall receive a credit back for the difference between the rent amount paid in holdover beginning January 1, 2021 and the Fixed Minimum Rent due hereunder, which shall be applied to following month(s) Fixed Minimum Rent.

AGREEMENT

The recitals set forth above and the Lease referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. 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 King County Council and execution by Tenant, the Lease Term is hereby extended for three (3) years beginning January 1, 2021 and will then expire on December 31, 2023 (the "Expiration Date").

3. Rent. Commencing on January 1, 2021 Tenant's Fixed Minimum Rent obligation is adjusted as follows:

<u>Time Period</u>	<u>Fixed Monthly Minimum Rent</u>
January 1, 2021 – December 31, 2021	\$2,584.00 <u>\$ (833.00)</u> security presence credit \$1,751.00 per month for rent
January 1, 2022 – December 31, 2022	\$2,662.00 <u>\$ (833.00)</u> security presence credit \$1,829.00 per month for rent
January 1, 2023 – December 31, 2023	\$2,742.00 <u>\$ (833.00)</u> security presence credit \$1,909.00 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" to start on January 1st of the Renewal Term year) unless Tenant gives Landlord written notice of its election not to extend the Lease by no later than September 1, 2023 in the case of the First Renewal Term, by September 1, 2024 in the case of the Second Renewal Term and by September 1, 2025 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, 2024: \$2,824.00
 (\$ 833.00) security presence credit
 \$1,991.00 rent per month
- (b) Second Renewal Term, 2025: \$2,909.00
 (\$ 833.00) security presence credit
 \$2,076.00 rent per month
- (c) Third Renewal Term, 2026: \$2,996.00
 (\$ 833.00) security presence credit
 \$2,163.00 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. 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.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date the last Party signs, as written below.

LANDLORD

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

By: SUHRCO, INC., its Manager

By *Ken A. Wainick*
Title *As Vice President*

TENANT

KING COUNTY, WASHINGTON

By _____
Anthony O. Wright, Director, Facilities Management Division

Date _____

Custodial Agency
King County Sheriff's Office

By _____

Date _____

Approved as to form:

By _____
Samuel T. Lee
Deputy Prosecuting Attorney

Date _____

LANDLORD NOTARY
STATE OF WASHINGTON

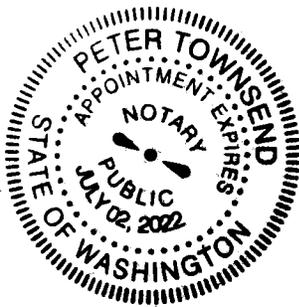
COUNTY OF King

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) ss.
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On this 2nd day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Karen Warnick, known to me to be the Senior V.P. of Subroc, Inc., 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.



Peter Townsend

Signature

Peter Townsend

Print Name

NOTARY PUBLIC in and for the State of Washington, residing at King County
My commission expires 7/2/22

TENANT NOTARY
STATE OF WASHINGTON

COUNTY OF _____

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) ss.
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On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Anthony O. Wright, known to me to be the Director of the Facilities Management Division of King County, 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 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 _____