

March 5, 1987

INTRODUCED BY: RON SIMS
PROPOSED NO. 87-178

ORDINANCE NO. 7995

AN ORDINANCE authorizing the County to enter into a multi-year lease in the Prefontaine Building.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County council authorizes the King County executive to sign a multi-year lease in the Prefontaine Building.

The lease agreement is provided in Attachment A.

SECTION 2. The council, in adopting the 1987 Budget, has appropriated sufficient lease funds to cover lease costs for those agencies included in the lease.

INTRODUCED AND READ for the first time this 9th day of March, 1987.

PASSED this 23rd day of March, 1987.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Bill Reams
VICE Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

APPROVED this 27th day of March, 1987.

Jim Hill
King County Executive

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LEASE AGREEMENT

This lease, made this 3 day of March, 1987 by and between E.M. Greenwood Trust, a Washington trust, (hereinafter referred to as "Owner"), and King County, a political subdivision of the State of Washington, (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That the parties hereto do mutually agree as follows:

1. Leased Premises. Owner leases to the Tenant and Tenant leases from the Owner the premises: commonly known as Suites 500 and 600, Prefontaine Building, 110 Prefontaine Place South, Seattle, Washington, 98104, legally described as follows:

See Exhibit A, attached hereto and by this reference incorporated herein.

2. Nature of Tenancy. This lease creates a tenancy for the term of five (5), years, beginning approximately on June 1, 1987, provided however, if Owner is unable to deliver possession of the premises on the commencement date of the lease term, the term will begin at Noon the day Owner delivers possession, at which time rent shall commence, and will continue for five (5) years. Or, if leasee takes possession earlier, rent will commence on date leasee takes possession.

3. Rent. Tenant will pay as rent for the premises Twelve Thousand Eight Hundred Eighty-Three and 07/100 Dollars (\$12,883.07) each month for Year 1, 2, and 3, and Fourteen Thousand Four Hundred Ninety-Three and 45/100 Dollars (\$14,493.45) each month for Years 4 and 5. Tenant will pay rent to Owner in advance, on the first day of each month, and wherever Owner may designate. Rent for any fractional calendar month, at the beginning of the term, shall be prorated.

4. Uses. Tenant will use the premises as administrative offices or if for other purposes, only with the prior written approval of the Owner.

5. Inspection. Tenant will permit Owner and its agents to enter the premises at reasonable hours for the purpose of examining or exhibiting the premises, or for making repairs or alterations necessary for safety or the preservation of the premises. Whenever possible, Owner will give Tenant advance notice of scheduled inspections.

6. Assignments. Tenant will not assign this lease nor sublet any part of the premises without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

disposal, janitorial services, and ground and building maintenance satisfactory to the Tenant. Owner will provide telephone outlets at a place or position approved by Tenant, as illustrated on Exhibit B. In addition, Owner shall provide conduit from phone room in basement of building to electrical panel on Floors 5 and 6 from which Tenant shall run its phone wires.

15. Tenant's Option - Leased Premises. Owner grants to Tenant the right to extend the term of this lease for an additional five (5) years at the following rates:

<u>Year</u>	<u>Rate</u>
1992	\$11.50 per square foot, fully serviced, including utilities.
1993	\$11.50 per square foot, fully serviced, including utilities, but subject to the Tenant's pro rata pass throughs of all increases in operating costs and taxes of any kind measured by comparing the total of such costs incurred during the calendar year 1992.
1994	\$11.50 per square foot, fully serviced, including utilities, but subject to the Tenant's pro rata pass throughs of all increases in operating costs and taxes of any kind measured by comparing the total of such costs incurred during calendar year 1991 versus calendar year 1993.
1995	\$13.23 per square foot, fully serviced, including utilities, but subject to the Tenant's pro rata pass throughs of all increases in operating costs and taxes of any kind measured by comparing the total of such costs incurred during calendar year 1991 versus calendar year 1994.
1996	\$13.23 per square foot, fully serviced, including utilities, but subject to the Tenant's pro rata pass throughs of all increases in operating costs and taxes of any kind measured by comparing the total of such costs incurred during the calendar year 1991 versus calendar year 1995.

For example, the calculation of Tenant's pro rata pass through annually, during Years 1995 and 1996, shall be as follows: Assuming the expenses to be compared in calendar Year 1991 equals \$3.50 per square foot and assuming the same expenses total \$3.90 per square foot in 1994 and \$3.95 per square foot in 1995, then in 1995 and 1996 the total base rent and pass throughs to Tenant will be calculated as follows: (1) For year 1995, base rent of \$13.23 plus the difference between expenses incurred in 1991 (\$3.50) and expenses incurred in 1994 (\$3.90), or \$13.63 per square foot; and (2) For year 1996, \$13.63 per square foot employing a like calculation as subparagraph #1, substituting only the expenses for 1995 (\$3.95) for those of 1994 (\$3.90).

Said option shall be exercised in writing by Tenant and received by Owner on or before 5:00 p.m. PDT, November 30, 1990.

16. Tenant's Option - Other Premises. Owner grants to Tenant an option to lease any other space in the building located on the real property described in Exhibit A, which shall be vacant during the term of this lease or any extensions thereof. Upon written notification from Owner to Tenant that space is or will become vacant, Tenant shall have ten (10) days in which to notify Owner in writing that it wishes to exercise its option. Upon such exercise Owner and Tenant shall execute a lease ("new lease") in the same form and on the same terms and conditions

default be incapable of being cured within said fifteen (15) day period, then the defaulting party may begin to cure said default and shall continue to cure the default with due diligence thereafter.

20. Addresses for Notice. All notices may be delivered personally or by certified or registered mail to the following addresses:

To Tenant: _____

To Owner: E.M. Greenwood Trust
409 Roy Street, Suite 200, P. O. Box 19207
Seattle, Washington 98109

or to such other address designated in writing by Owner or Tenant.

Notice sent by mail will be considered given when properly mailed, and the postmark of the United States mail will be conclusive evidence of the date of mailing.

21. Anti-Discrimination. In all services or activities, and all hiring or employment made possible by or resulting from this lease there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessor shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Any violation of this provision shall be considered a violation of a material provision of this lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the lease by King County and may result in ineligibility for further King County agreements. The Lessor will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

22. Hold Harmless. Owner shall not be liable for any damage to persons or property occurring or arising on the premises caused by the operation of the premises by Tenant or by Tenant, its guests, invitees agents, employees, or their guests, invitees or agents.

shall be abated in proportion to the part of premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reasons of any portion of premises being unusable for a period equal to two (2) days or less). If Owner defaults in its obligations to rebuild, Tenant may undertake to so rebuild so long as insurance proceeds (plus Tenant's contribution thereto, if any) are sufficient to pay all costs of such rebuilding. Any such funds contributed by Tenant shall be the sole property of Landlord and shall not be a credit against any of Tenant's obligations herein, including without limitation, base and percentage rent and Tenant's duty to maintain the premises and shall be non-refundable by Owner to Tenant.

(b) If such repairs cannot be made within ninety (90) days, Owner may, at its option, determine whether to make said repairs within a reasonable time and in such event this lease shall continue in effect and the rent shall be abated in the manner provided above. Owner's election to make repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. Tenant has the right to determine whether or not it wishes to continue its lease, if said repairs cannot be made within ninety (90) days.

(c) If Owner does not elect to make such repairs which cannot be made within ninety (90) days, or if insurance proceeds are insufficient and Tenant does not elect to make up the difference, then either party may, by written notice to the other, terminate this lease unless the damage was caused by the negligence of Tenant in which case Tenant may not cancel this lease.

(d) If neither Tenant nor Owner elect to rebuild, all proceeds of insurance will go to Owner and this lease will automatically be terminated, except as provided for in Paragraph 26(c).

27. Eminent Domain. If more than twenty-five percent (25%) of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this lease upon thirty (30) days written notice. If either less than twenty-five percent (25%) of the premises are taken or if neither party elects to terminate as hereinbefore

adjudge reasonable. In addition, should it be necessary for Owner to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

31. Time is of the Essence. Time is of the essence herein.

IN WITNESS of their agreement, E.M. Greenwood Trust, a Washington trust, Owner, and King County, Washington, a political subdivision of the State of Washington, Tenant, have executed this lease on the 3 day of March, 1987.

OWNER:

E.M. GREENWOOD Trust,
a Washington trust,

by Barbara G. Wise
BARBARA G. Wise, Trustee

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Barbara G. Wise, to me known to be the Trustee of the E.M. Greenwood Trust, a Washington trust, who executed the within instrument on behalf of the trust therein named, and acknowledged to me that she signed the same as her free and voluntary act for the purposes therein mentioned.

Witness my hand and official seal this 31 day of March, 1987.

NOTARY PUBLIC in and for the State of Washington, residing at Seval.

TENANT:

KING COUNTY, WASHINGTON,

by _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of _____, who executed the within instrument on behalf of the _____ therein named and acknowledged to me that _____ signed the same as _____ free and voluntary act for the purposes therein mentioned.

Witness my hand and official seal this _____ day of _____, 1987.

NOTARY PUBLIC in and for the State of Washington, residing at _____.

