

January 8, 1988
BK/ct

Introduced by BILL REAMS

Proposed No. 88 - 90

ORDINANCE NO. 8430

1 AN ORDINANCE authorizing King County to enter
2 into a multi-year lease for the Prosecuting
3 Attorney's Office, Domestic Relations Section
4 located in the Dexter Horton Building.

5 SECTION 1. The King County council authorizes the King
6 County executive to sign a multi-year lease amendment for the
7 prosecuting attorney's office, domestic relations section
8 located in the Dexter Horton Building.

9 SECTION 2. The council, in adopting the 1988 Budget, has
10 appropriated sufficient lease funds to cover lease costs for the
11 prosecuting attorney's Office.

12 INTRODUCED and READ for the first time this 22nd day of
February, 1988.

13 PASSED this 29th day of February, 1988.

14
15 KING COUNTY COUNCIL
16 King County, Washington

17 Gary Grant
18 Chairman

19 ATTEST:

20
21 Jessie M. Owens
22 Clerk of the Council

23 APPROVED this 9th day of March, 1988.

24 Don Hill
25 King County Executive
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LEASE AMENDMENT NO. 1

This Lease Amendment No. 1 dated January 5, 1988, hereby amends that certain lease dated November 27, 1984, by and between Dexter Horton Associates, a Partnership, hereinafter called Lessor, and King County, a Political Subdivision of the State of Washington, hereinafter called Tenant.

Effective February 1, 1988, the Lease is hereby amended as follows:

1. The termination date of the Lease shall be extended to January 31, 1991.
2. Rent during the period February 1, 1988 through January 31, 1991 shall be EIGHT THOUSAND ONE HUNDRED NINETY-TWO AND 25/100THS DOLLARS (\$8,192.25) per month. In addition, annual escalation of the rent pursuant to Clause #7 "Rent Adjustment Based on Operating Expenses" shall be eliminated from February 1, 1988 until May 1, 1988, at which time the rent shall be adjusted pursuant to Clause #7 of the Lease.
3. All terms and conditions specified in the attached letter dated January 5, 1988, are hereby incorporated into this Agreement.

All other terms, covenants, and conditions of the Lease shall remain as provided for in the Lease.

LESSOR:

DEXTER HORTON ASSOCIATES,
A PARTNERSHIP

By: _____
Byron R. Meyer
Managing Partner

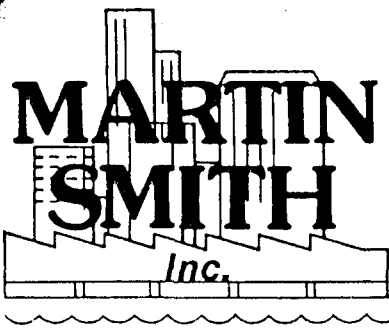
TENANT:

KING COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
WASHINGTON

By: _____
Title: _____

By: _____
Title: _____

*Approved as to form
J. K. Kaseking*



DEXTER HORTON BUILDING • 710 SECOND AVENUE
SEATTLE, WASHINGTON 98104-1763 • PHONE (206) 682-3300
FAX (206) 340-1283 MSMITHING SEA

3430

January 5, 1988

Mr. William Krutch
King County Real Property Division
500 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Re: Dexter Horton Building - 8th Floor, Lease Amendment No. 1

Dear Mr. Krutch:

Enclosed for the approval and signature by the appropriate authorities of King County are four copies of Lease Amendment No. 1 covering that certain lease dated November 27, 1984, by and between the Dexter Horton Associates, a Partnership, as Lessor, and King County, a Political Subdivision of the State of Washington, as Tenant, covering space on the 8th floor of the Dexter Horton Building. This Amendment has been prepared in accordance with our discussions covering the County's tenancy.

As further consideration for the execution of this Amendment, the Lessor agrees to waive the rent during the month of February 1988 and, in addition, reduce the rent during March 1988 to \$2,979.00. Thereafter, the rent shall be as provided for in the lease and Amendment.

All improvements, alterations, and repairs will be at the sole cost and expense of the Tenant.

In regards to your potential expansion requirements, the Dexter Horton Building has always valued the County's tenancy and looks forward to the opportunity to respond to your expansion requirements when the County identifies its specific needs. We presently have the ability to provide the County an additional bay (4,000-5,000 square feet) on the 8th floor. We would be pleased to provide you with a specific proposal, including a generous tenant improvement package upon receipt of your exact requirements.

The terms and conditions of this Amendment are subject to change by the Lessor upon written notice served to King County, c/o Pearl McElheran, King County Department of Executive Administration, 401 King County Courthouse, Seattle, Washington 98104, prior to final execution of this Amendment. The lease

INCOME PROPERTY OPERATION • SALES • LEASING • PLANNING

Mr. William Krutch
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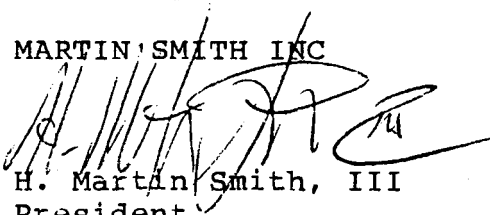
dated November 27, 1984 expired on December 31, 1987 and is considered a month-to-month tenancy pursuant to Clause #27 (Holdover) until such time as this Amendment has been fully executed. The rent during the holdover period will remain the same as that payable in December 1987 (\$9,735.60 per month).

In addition, the Lessor reserves the right to market the space covered by this Amendment to other prospective tenants and shall have the right to enter into lease agreements on this space with third parties prior to receiving this fully executed and binding Amendment from King County. In the event the Lessor enters into said third party lease or leases prior to receipt of the fully executed and binding Amendment from King County, this offer shall become null and void.

If you have any questions regarding this Amendment or this letter, please let us know; otherwise, have them signed in the spaces provided for signature and return all copies to our office for final approval and signature by the Lessor. When completed, we will return two fully executed copies to you for your records.

Sincerely,

MARTIN SMITH INC


H. Martin Smith, III
President

HMS/slr
Enclosures

cc: Ms. Pearl McElheran

APPROVED AND ACCEPTED

LESSOR:

DEXTER HORTON ASSOCIATES,
A PARTNERSHIP

By: _____

Byron R. Meyer
Managing Partner

TENANT:


KING COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
WASHINGTON

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____


Title: Deputy Prosecuting Attorney