

January 8, 1988  
BK/ct

Introduced by BILL REAMS

Proposed No. 88 - 91

**18431**

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE authorizing King County to enter  
2 into a multi-year lease for the Department of  
3 Public Works, Surface Water Management 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 department of public works, surface water management 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  
11 the department of public works.

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 Judy M. Owens  
22 Clerk of the Council

23 APPROVED this 9th day of March, 1988.

24 Jim Hill  
25 King County Executive  
26  
27  
28  
29  
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31  
32  
33

LEASE AMENDMENT NO. 2

This Lease Amendment No. 2 dated January 5, 1988, hereby amends that certain lease dated July 26, 1985, and amended on November 4, 1986, by and between Dexter Horton Associates, hereinafter called Lessor, and King County, a Political Subdivision of the State of Washington, hereinafter called Tenant.

Effective as of the date of final execution of this Amendment by the Lessor, the Lease is hereby amended as follows:

1. The termination date of the Lease shall be extended to July 31, 1991.
2. Rent during the period August 1, 1988 through July 31, 1991 shall be TEN THOUSAND TWO HUNDRED SIX AND 17/100THS DOLLARS (\$10,206.17) per month. In addition, annual escalation of the rent pursuant to Clause #7 "Rent Adjustment Based on Operating Expenses" of the Lease shall be eliminated from August 1, 1988 until May 1, 1989, 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

Date: \_\_\_\_\_

TENANT:

KING COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
WASHINGTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



8431

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

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 - 7th Floor, Lease Extension

Dear Mr. Krutch:

Enclosed for the approval and signature by the appropriate authorities of King County are four copies of Lease Amendment No. 2 covering that certain lease dated July 26, 1985 and amended on November 4, 1986, 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 7th 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 August 1988 and, in addition, reduce the rent during September 1988 to \$3,711.22. Thereafter, the rent shall be as provided for in the Amendment.

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

The terms and conditions of this Amendment No. 2 are subject to change by the Lessor upon written notice served to King County c/o Pearl McElheran, King County Department of Executive Administration, Room 401 King County Courthouse, Seattle, Washington 98104, prior to final execution of this Amendment.

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

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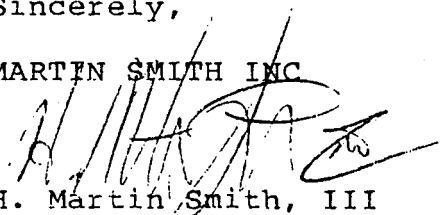
Mr. William Krutch  
January 5, 1988  
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and binding Amendment from King County. In the event the Lessor enters into said third party lease or leases prior to receiving the fully executed and binding agreement from King County, this offer shall become 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:

TENANT:

DEXTER HORTON ASSOCIATES,  
A PARTNERSHIP

KING COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
WASHINGTON

By: \_\_\_\_\_  
Byron R. Meyer  
Managing Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
By:   
Title: Deputy Prosecuting Attorney