

July 1, 1993
WKA:kek

Introduced by: LOUISE MILLER
KENT PULLEN
Proposed No.: 93-562

ORDINANCE NO. 11283

1
2 AN ORDINANCE authorizing the King County
3 Executive to amend and extend a golf
4 course lease for a period of ten years on
5 property located in Council District No.
6 9.

7 PREAMBLE:

8 In accordance with the provisions of K.C.C.
9 4.56.190(c), lease amendments which would extend the
10 term by more than five years must be approved by the
11 King County council prior to execution by the King
12 County executive.

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 SECTION 1. The King County executive is hereby authorized
15 to enter into an agreement and amendment of lease for a ten
16 year period with John A. McGregor and Patricia M. McGregor,
17 husband and wife, Lessee.

18 SECTION 2. Lessee will be investing considerable sums in
19 building improvements and outdoor equipment, which will be
20 amortized over a 10-year lease term.

21 SECTION 3. Lessee will be giving additional consideration
22 to King County by way of:

23 a. A rental increase on green fees to sixteen percent
24 (16%) of gross revenues;

25 b. A rental increase on restaurant sales to fourteen
26 percent (14%) of gross revenues;

1 c. An increased annual rental guarantee of \$75,000.

2 INTRODUCED AND READ for the first time this 23rd day
3 of August, 1993.

4 PASSED this 11th day of April, 1994.

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

7 Passed by a vote of 10 to 0.

8 Kent Pullen
9 Chair

10 ATTEST:

11 Gerald A. Peterson
12 Clerk of the Council

13 APPROVED this 21st day of April, 1994.

14 Ray Locke
15 King County Executive

16 Attachments:
None

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AGREEMENT AND AMENDMENT OF LEASE

This Agreement and Amendment of Lease is made this _____ day of June, 1993.

RECITALS

A. King County, a political subdivision of the State of Washington, Lessor, entered into a golf course lease with John A. McGregor and Kim A. McGregor, Lessee, dated December 27, 1984. John A. McGregor and Kim A. McGregor subsequently divorced on December 24, 1987, and in the *Decree of Dissolution of Marriage* John A. McGregor was awarded (as his sole and separate property, free and clear of any right, title and interest of Kim A. McGregor), the business known as Enumclaw Golf Course, including the December 27th, 1984 lease and all matters incidental to that business and the operation thereof. Subsequently, in January of 1988, John A. McGregor married the current Patricia M. McGregor.

B. The golf course is known as the Enumclaw Golf Course.

C. John A. McGregor, who is a Professional Golf Association (PGA) professional has operated and managed the golf course operation since entering into the lease. More specifically, Lessee has provided good service, fully complied with all provisions of the lease, and increased gross sales and rental income to King County each year of operation. Specifically, rent to King County has increased as follows:

1985	\$ 34,541.79
1986	\$ 41,150.81
1987	\$ 55,219.99
1988	\$ 58,177.58
1989	\$ 61,164.98
1990	\$ 66,009.66
1991	\$ 74,539.82
1992	\$ 84,206.06

D. Lessee has formally requested, pursuant to paragraph 3C of the lease (providing good service, complying with all lease provision), that King County negotiate a new lease

John A. McGregor

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for an additional ten (10) year term. Additional reasons cited by Lessee relate to the Lessee's intended installation of \$15,000 in new pro-shop and cafe carpeting and intended purchase of a new tractor and front loader. An extended lease term will allow Lessee to adequately amortize these significant capital purchases.

NOW, THEREFORE,

King County and John A. McGregor and Patricia M. McGregor, agree as follows:

1. Provision 3. TERM of the lease is changed as follows:

This lease term shall be extended such that the new terms shall begin on July 1, 1993 and end on the 30th day of June, 2003, a period of ten (10) years and no months.

2. Provision 4. RENT of the lease is changed as follows:

The Green Fees percentage shall be sixteen percent (16%) of green fees for 9 and 18 hold play, annuals/prepaid cards and for use of a driving range should one be constructed and use of the putting green in the event a charge is initiated for putting green use; and

the Restaurant percentage shall be fourteen percent (14%) of restaurant receipts including any sales of beer, wine and liquor and from any items related to the restaurant including but not limited to the sale of food and beverages for off-site consumption and any candy, snacks, cigarettes and/or related items.

The annual minimum rent guarantee shall be no less than Seventy -Five Thousand (\$75,000) Dollars, applicable on a pro-rata basis for the years 1993 and 2003.

All other provisions of the RENT provisions shall remain the same.

3. Provision 13. IMPROVEMENTS AND ALTERNATIONS is amended as follows:

F. Lessee shall purchase and install carpeting in the pro-shop and restaurant, at a cost not less than Fifteen Thousand Dollars (\$15,000) and shall purchase a new tractor and front loader for use at the golf course at a cost of Twenty One Thousand Dollars (\$21,000). These purchases shall take place within 60 days after execution of this Agreement and Amendment and are a material consideration for King County entering into this lease Agreement and Amendment.



4. Provision 30. ANTI-DISCRIMINATION. is amended as follows:

G. "Sexual preference" shall be added as a class protected from discrimination under this paragraph.

Except as specifically amended herein, said Lease shall, in all other respects, be and remain in full force and effect.

IN WITNESS WHEREOF, this Agreement and Amendment of Lease is executed in duplicate on behalf of Lessor and Lessee, by their duly authorized officers or principals as the case may be.

LESSEE:

John A. McGregor and Patricia M. McGregor

By: John A. McGregor

By: Patricia M. McGregor

Date: 6/11/93

APPROVED AS TO FORM:

By: [Signature]
Deputy Prosecuting Attorney

Date: 6-8-93

LESSOR:

King County, Washington

By: _____
Tim Hill

Title: King County Executive

Date: _____

King County Parks

By: [Signature]

Date: 6/28/93

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this day personally appeared before me John A. McGregor and Patricia M. McGregor, to me known to be the individuals who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 11th day of June, 1983

Mark R. Phillips
NOTARY PUBLIC in and for the State of
Washington residing at Lyndonwood
My appointment expires 6/15/96

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that George E. Northcroft signed this instrument, on oath stated that she was authorized by the King County Executive to execute the instrument, and acknowledged it as the Acting Director of the Department of Executive Administration of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this day of , 19 .

NOTARY PUBLIC in and for the State of
Washington residing at
My appointment expires