

February 9, 1995

Introduced  
by:

Pete von Reichbauer  
Jane Hague

MP:lm

Proposed No.: 94-303

ORDINANCE NO. **11691**

AN ORDINANCE authorizing the Executive to  
execute a forty-nine month lease  
amendment for the Public Safety Marine  
Unit in Council District No. 11.

PREAMBLE:

In accordance with the provision of K.C.C. 4.04.040, the  
King County council may adopt an ordinance permitting  
the County to enter into contracts requiring the payment  
of funds from the appropriation of subsequent fiscal  
years.

Ordinance 11578 provided that the department of public  
safety find an alternative site for the marine patrol  
unit other than 5616 Carillon Point in order to save on  
operational costs of the marine patrol.

Subsequent negotiations with the lessor of Carillon  
Point Properties resulted in a new agreement which  
offers significant cost savings to the county.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby  
authorized to execute a forty-nine month lease commencing  
March 1, 1995 and expiring March 31, 1999, for 1,020 square  
feet of rentable space with improvements located in Building  
5000, Carillon Point Development, 5615 Carillon Point,  
Kirkland, Washington, according to the plat thereof recorded  
in the records of King County, Washington. The annual rate  
of \$15 per rentable square foot includes basic services and  
utilities. Storage if available, is rented at an annual  
charge of \$12 per square foot. Monthly moorage is based on a  
charge of \$7.35 per lineal foot which is adjustable on an

1 annual basis. Operating expenses over the base 1995 year are  
2 passed on to the tenant on a proportional basis.

3 INTRODUCED AND READ for the first time this 23rd  
4 day of May, 1995.

5 PASSED by a vote of 10 to 0 on this 21st day of  
6 February, 1995.

7 KING COUNTY COUNCIL  
8 KING COUNTY, WASHINGTON

9 Kent Pullen  
10 Chair

11 ATTEST:

12 Gerald A. Peterson  
13 Clerk of the Council

14 APPROVED this 1st day of March, 1995.

15 Gary Fisher  
16 King County Executive

17 Attachment:  
18 A. Lease Amendment

COPY

**CARILLON POINT  
FIRST AMENDMENT TO LEASE**

**11691**

THIS FIRST AMENDMENT TO OFFICE LEASE ("Amendment") is made and entered into effect the \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between CARILLON PROPERTIES, a Washington General Partnership ("Landlord") and KING COUNTY POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON ("Tenant"), to amend their Lease Agreement for office space dated October 15, 1990 (the "Lease"), at the multi-use Development known as Carillon Point located in Kirkland, Washington, and legally described in said Lease. Capitalized terms not defined in this Amendment shall have the same meaning as defined in the Lease.

FOR GOOD VALUE AND CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

**I TEXT OF LEASE AMENDMENTS**

A. Section 1(c). Term, Commencement and Expiration Dates. For the First Amendment the term shall be thirty six (36) months commencing on May 1, 1994 ("commencement date"), and expiring of April 30, 1997.

B. Section 1(d). Basic Rent Tenant shall pay basic rent of two thousand three hundred eighty and 00/100 Dollars (2,380.00) per month (\$28.00/RSF) for months 1-36. Tenant shall also pay as additional rent all expenses above the base amount, which base amount shall be the actual operating expenses for calendar year 1994.

C. Exhibit C. Tenant Improvements. For the First Amendment, Landlord shall provide the Premises on an "as-is" basis.

D. Exhibit D, D(1). Basic Rent Adjustment is amended to add the following new sentence:

If the net rentable area of the First Amendment is adjusted based upon recalculation using final drawings for this area, then Tenant's Basic Rent shall be increased or decreased, as appropriate, based upon 1,020 rentable square feet at the rate outlined in Section D of this amendment with a corresponding adjustment in Tenant's Pro Rata Share for any adjustments in the Premises.

E. Exhibit D, D8. Escape Clause. is deleted in its entirety.

F. Exhibit D, D7. Substituted Premises. is amended to allow the Landlord the right to substitute for the premises other comparable space, hereinafter "New Premises" within the Development.

**II. ADDITIONAL PROVISIONS**

A. Storage. Landlord will provide Tenant with storage space to the extent available. Tenant shall pay basic rent of twelve dollars per square foot (\$12.00/SF) for actual, usable space leased.

**III. GENERAL PROVISIONS**

Except as expressly provided in this Amendment, the Lease shall remain in full force and effect and unamended. In the event of any conflict between the express terms of this Restated Amendment and the Lease, this Restated Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

TENANT:

LANDLORD:

KING COUNTY POLITICAL SUBDIVISION  
OF THE STATE OF WASHINGTON

CARILLON PROPERTIES, a Washington General  
Partnership

By SKINNER DEVELOPMENT COMPANY  
Its authorized agent

By \_\_\_\_\_

By \_\_\_\_\_  
Dewey Taylor

Its \_\_\_\_\_

Its President

NOTARY

KING COUNTY POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

CARILLON PROPERTIES

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me, a Notary Public in and for the State of Washington, personally appeared Dewey Taylor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as President of Skinner Development Company, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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