



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19306

Proposed No. 2021-0162.1

Sponsors Kohl-Welles and Dunn

1 AN ORDINANCE authorizing the execution of an
2 amendment to an existing lease to support the operation of
3 the King County sheriff's office.

4 **STATEMENT OF FACTS:**

5 For the lease from Curran Properties, located at 17620 140th Avenue
6 South East, Renton, within council district nine, the facilities management
7 division determined that there was not an appropriate county-owned
8 option and successfully negotiated to lease space.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 **SECTION 1.** The executive is authorized to execute a renewal of an existing
11 lease for the property located at 17620 140th Avenue South East, Renton, with Curran

Ordinance 19306

12 Properties, substantially in the form of Attachment A to this ordinance, and to take all
13 actions necessary to implement the terms of the lease.
14

Ordinance 19306 was introduced on 4/6/2021 and passed by the Metropolitan King County Council on 6/22/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:
Claudia Balducci
7E1C273CE9994B6...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:
Melani Pedroza
8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 7/2/2021, _____.

DocuSigned by:
Dow Constantine
4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Lease Amendment

ORDINANCE 19306

ATTACHMENT A:

LEASE AMENDMENT

Lease #1829

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") dated November 5, 2020 (*for reference purposes only*), is made by and between **CURRAN PROPERTIES/FAIRWOOD SQUARE, LLC**, a Delaware limited liability company ("Landlord") and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington ("Tenant" and together with Landlord the "Parties").

RECITALS

A. Curran Properties/Fairwood Square, LLC ("Landlord"), a Delaware limited partnership and King County ("Tenant") entered into a Lease dated May 1, 2005, as amended by the First Amendment to Lease dated January 24, 2008 and as amended and extended through December 31, 2014 by the agreement of the Parties on June 25, 2014, and the Second Amendment To Lease dated July 13, 2015 (collectively, the "Lease") for retail space located at 17620 140th Avenue, SE, C-10 in Renton, Washington that is used by the King County Sheriff's Office (the "Premises").

B. The parties desire to amend the Lease to extend the Lease Term.

C. The current Lease Term expires December 31, 2020. This Amendment requires King County King County Council approval. In the event the King County Council does not approve of this Amendment until after December 31, 2020, King County will be in holdover with Landlord's consent. In accordance with Section 15.06 of the Lease, the Fixed Minimum Rent for any such holdover period shall be twice the amount of the Fixed Minimum Rent. In the event the Parties execute this Third Amendment, King County shall receive a credit back for the difference between the rent amount paid in holdover beginning January 1, 2021 and the Fixed Minimum Rent due hereunder, which shall be applied to following month(s) Fixed Minimum Rent.

AGREEMENT

The recitals set forth above and the Lease referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. All defined terms used in the Lease shall have the same meaning when used in this Amendment, except as noted to the contrary in this Amendment.

2. Lease Term. Upon approval of this Amendment by the King County Council and execution by Tenant, the Lease Term is hereby extended for three (3) years beginning January 1, 2021 and will then expire on December 31, 2023 (the "Expiration Date").

3. Rent. Commencing on January 1, 2021 Tenant's Fixed Minimum Rent obligation is adjusted as follows:

<u>Time Period</u>	<u>Fixed Monthly Minimum Rent</u>
January 1, 2021 – December 31, 2021	\$2,584.00 <u>\$ (833.00)</u> security presence credit \$1,751.00 per month for rent
January 1, 2022 – December 31, 2022	\$2,662.00 <u>\$ (833.00)</u> security presence credit \$1,829.00 per month for rent
January 1, 2023 – December 31, 2023	\$2,742.00 <u>\$ (833.00)</u> security presence credit \$1,909.00 per month for rent

Tenant is exempt from paying its proportionate share of Common Area Maintenance (“CAM”) charges, and any operating expenses, which include property taxes, insurance and maintenance, for the Common Areas or the Premises.

4. Renewal Terms. The Lease Term shall be automatically extended for three (3) consecutive one (1) year periods (each a "Renewal Term" to start on January 1st of the Renewal Term year) unless Tenant gives Landlord written notice of its election not to extend the Lease by no later than September 1, 2023 in the case of the First Renewal Term, by September 1, 2024 in the case of the Second Renewal Term and by September 1, 2025 in the case of the Third Renewal Term. If Tenant does not notify Landlord of its election not to extend for a Renewal Term on a timely basis, then the Lease shall be extended for that Renewal Term on the same terms and conditions as written, except that Fixed Monthly Minimum Rent shall be adjusted as follows:

(a) First Renewal Term, 2024:	\$2,824.00 <u>(\$ 833.00)</u> security presence credit \$1,991.00 rent per month
(b) Second Renewal Term, 2025:	\$2,909.00 <u>(\$ 833.00)</u> security presence credit \$2,076.00 rent per month
(c) Third Renewal Term, 2026:	\$2,996.00 <u>(\$ 833.00)</u> security presence credit \$2,163.00 rent per month

5. Premises. Tenant is presently occupying the Premises and agrees that Landlord has no obligation to alter or improve them in any respect as a condition precedent to this Amendment.

6. Brokers. Landlord was represented by Suhrco, Inc. in connection with this Amendment and will pay its broker a commission pursuant to separate agreement. Tenant was not represented by a real estate broker in connection with this Amendment.

7. Miscellaneous.

(a) Continued Effect. The Lease shall continue in full force and effect as written, except as specifically modified in this Amendment.

(b) Acknowledgement. Tenant hereby acknowledges and agrees for Landlord's benefit that, as of the date hereof, to Tenant's actual knowledge, (a) Landlord is not in default under any of the terms of the Lease as amended, and (b) there is no breach by Landlord, which with the giving of notice or the passage of time or both, would become a default by Landlord under the Lease. Notwithstanding the provisions of Section 15.06, the Parties agree that since the Lease Commencement Date, the Lease has remained in full force and effect and never expired. The Parties further acknowledge, ratify and affirm that from the Lease Commencement Date until the month preceding the execution of the Amendment, all rent due under the Lease has been paid in full by the County.

(c) Governing Law. This Amendment shall be interpreted and construed in accordance with the law of the State of Washington.

(d) Counterparts. This Amendment may be executed in one or more counterparts which, taken together, constitute the complete document.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date the last Party signs, as written below.

LANDLORD

CURRAN PROPERTIES/FAIRWOOD SQUARE, LLC,
a Delaware limited liability company

By: SUHRCO, INC., its Manager

By *Ken A. Wainch*
Title *As Vice President*

TENANT

KING COUNTY, WASHINGTON

By _____
Anthony O. Wright, Director, Facilities Management Division

Date _____

Custodial Agency
King County Sheriff's Office

By _____

Date _____

Approved as to form:

By _____
Samuel T. Lee
Deputy Prosecuting Attorney

Date _____

LANDLORD NOTARY
STATE OF WASHINGTON)

COUNTY OF King)

) ss.
)

On this 2nd day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Karen Warnick, known to me to be the Senior V.P. of Subroc, Inc., that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Peter Townsend

Signature

Peter Townsend

Print Name

NOTARY PUBLIC in and for the State of Washington, residing at King County
My commission expires 7/2/22

TENANT NOTARY
STATE OF WASHINGTON)

COUNTY OF _____)

) ss.
)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Anthony O. Wright, known to me to be the Director of the Facilities Management Division of King County, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

Certificate Of Completion

Envelope Id: B27499C1E43D4303882267B244A2C32F	Status: Completed
Subject: Please DocuSign: Ordinance 19306.docx, Ordinance 19306 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 6	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
6/24/2021 12:42:03 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7E1C273CE9994B6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Timestamp

Sent: 6/24/2021 12:43:55 PM
 Resent: 6/25/2021 11:13:08 AM
 Viewed: 6/24/2021 3:38:45 PM
 Signed: 6/29/2021 9:01:05 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Ordinance 19306 Attachment A.pdf

Viewed: 6/29/2021 8:58:44 AM
 Read: Not Required
 Accepted: Not Required

Melani Pedroza
 melani.pedroza@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DE1BB375AD3422...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.49.222.20

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 Viewed: 6/29/2021 9:18:21 AM
 Signed: 6/29/2021 9:18:40 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Ordinance 19306 Attachment A.pdf

Viewed: 6/29/2021 9:18:28 AM
 Read: Not Required
 Accepted: Not Required

Dow Constantine
 Dow.Constantine@kingcounty.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4FBCAB8196AE4C6...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.61.157.228

Sent: 6/29/2021 9:18:43 AM
 Viewed: 7/2/2021 5:42:28 PM
 Signed: 7/2/2021 5:42:44 PM

Electronic Record and Signature Disclosure:

Accepted: 7/2/2021 5:42:28 PM
 ID: a1a3e51d-c89a-44df-8d3c-68c70bcb2d0f
 Supplemental Documents:

Ordinance 19306 Attachment A.pdf

Viewed: 7/2/2021 5:42:40 PM
 Read: Not Required

Signer Events	Signature	Timestamp
		Accepted: Not Required
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Bailey Bryant bailey.bryant@kingcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/29/2021 9:18:43 AM Viewed: 7/2/2021 11:29:48 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2021 12:43:55 PM
Certified Delivered	Security Checked	7/2/2021 5:42:28 PM
Signing Complete	Security Checked	7/2/2021 5:42:44 PM
Completed	Security Checked	7/2/2021 5:42:44 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO King County ITD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bob.johnson@kingcounty.gov

To advise Carahsoft OBO King County ITD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO King County ITD as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO King County ITD during the course of my relationship with you.