



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19907

Proposed No. 2025-0012.1

Sponsors Zahilay

1 AN ORDINANCE authorizing the execution of a lease
2 amendment to support the operation of natural resources
3 and parks.

4 STATEMENT OF FACTS:

5 For the lease amendment from 201 SW 34th Street, LLC, located at 201
6 SW 34th Steet, Renton, within council district eight, the facilities
7 management division determined that there was not an appropriate county-
8 owned 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 lease amendment for the
11 property located at 201 SW 34th Steet, Renton, with 201 SW 34th Street, LLC,

Ordinance 19907

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

Ordinance 19907 was introduced on 1/21/2025 and passed by the Metropolitan King County Council on 3/25/2025, by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

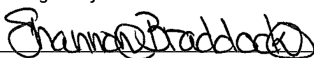
1AEA3C5077F8485...
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this _____ day of 4/7/2025, _____.

Signed by:

AAA4841FD7644BE...
Shannon Braddock, County Executive

Attachments: A. Lease Amendment

ATTACHMENT A:

LEASE AMENDMENT

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), is made by and between 201 SW 34th Street LLC, an Oregon limited liability company ("Landlord"), and King County, a home rule charter county and political subdivision of the State of Washington ("Tenant"), in connection with the Lease Agreement ("Lease") with a Commencement Date of April 1, 2021.

RECITALS

- A. This is the Second Amendment between Landlord and Tenant to the Lease having been fully executed and with a Commencement Date of April 21, 2021, and amended by a First Amendment to Lease dated October 21, 2021.
- B. Landlord and Tenant wish to extend the Initial Term of the Lease three (3) years with the opportunity to extend the lease with two one (1) year options.

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, effective June 1, 2024, Landlord and Tenant hereby agree as follows:

- 1. Any capitalized, undefined term used herein shall have the same meaning given such term in the Lease.
- 2. Section 1.7 ("Initial Term") is hereby deleted in its entirety and replaced with the following language:
 - 1.7. Initial Term: Eight (8) years. The "Initial Term" and any "Extended Term" are the "Term."
- 3. Section 1.8 ("Intentionally Deleted") is hereby deleted in its entirety and replaced with the following language:
 - 1.8. Extended Term: Two consecutive one-year option (1) terms.
- 4. Section 1.11 ("Expiration Date") is deleted in its entirety and replaced with:
 - 1.11. This Lease shall expire on March 31, 2029, unless extended as provided below.
- 5. Section 1.12 ("Base Rent") is hereby deleted in its entirety and replaced with the following table:

1.12.

Years	Base Rent per Month
1	\$75,000.00
2	\$77,250.00
3	\$79,567.50
4	\$81, 954.53
5	\$84,413.17
6	\$86,945.57
7	\$89,553.94
8	\$92,240.56

6. Section 3.2 (“Expiration Date”) is hereby deleted in its entirety and replaced with the following language:

3.2. Expiration Date. This Lease shall expire on March 31, 2029, unless extended as provided below.

7. Section 3.3 (“Intentionally Deleted”) is hereby deleted and replaced with the following language:

3.4 Extension Option. Provided Tenant is not in default under this Lease on the date this option is exercised and as of the last day of the Term, Tenant shall have the option to extend the initial Term for two successive periods of one year each (each an “Extended Term”). This option to extend may be exercised by Tenant only by giving Landlord written notice no more than twelve (12) months and no less than six (6) months prior to the last day of the then-current expiration date of the Lease. Tenant’s extension option shall apply to all of the Premises then leased by Tenant under this Lease. From

and after the commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, except that Base Rent for the Extended Term shall be subject to a 3% annual increase, as follows:

Optional Years	Base Rent per Month
9	\$95,007.78
10	\$97,858.01

8. Section 26 ("Early Termination") is hereby deleted in its entirety and replaced with "Intentionally Deleted."
9. **Estoppel.** Tenant represents to Landlord that (a) to Tenant's actual knowledge, there are no uncured defaults by Landlord or Tenant under any of the terms or conditions of the Lease; (b) to Tenant's actual knowledge, Tenant knows of no circumstances or occurrences which, with the passage of time or otherwise, would constitute a default by Landlord or Tenant under the Lease; and (c) to Tenant's actual knowledge, Tenant has no basis for asserting any charges, liens, claims, offsets, abatements, credits or defenses to the payment of the rent, additional rent or any other sums due under the Lease. Landlord represents to Tenant that (d) to Landlord's actual knowledge, there are no uncured defaults by Landlord or Tenant under any of the terms or conditions of the Lease; and (e) to Landlord's actual knowledge, Landlord knows of no circumstances or occurrences which, with the passage of time or otherwise, would constitute a default by Landlord or Tenant under the Lease.
10. **All Other Terms Reserved.** Except to the extent herein revised, amended, or modified, all terms, conditions, and provisions of said Lease are hereby affirmed and ratified in all respects with respect to the Initial Term and Extension Options.
11. **Authority.** Landlord and Tenant each represent and warrant that it has the authority to enter into this Amendment, and that the signatories hereto are authorized representatives of Landlord and Tenant respectively.
12. **Council Approval Contingency.** This Lease Amendment is contingent on and shall not take effect unless and until it is approved by ordinance by the Metropolitan King County Council. This King County Council Approval Contingency will be satisfied when an ordinance passed by the Metropolitan King County Council approving this Lease Amendment becomes effective.

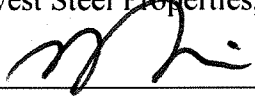
13. **Entire Agreement.** This Amendment, together with the Lease, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements on such subject matter. This Amendment cannot be changed in any manner except by a written agreement signed by Landlord and Tenant.
14. **Full Force and Effect.** Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of this Amendment shall control.
15. **Effective Date.** Upon mutual execution by Landlord and Tenant, this Second Amendment is effective June 1, 2024.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of both signatures. This Second Amendment may be executed in counterparts and each counterpart constitutes an original document.

LANDLORD: 201 South 34th Street LLC

By: Farwest Steel Properties, Inc., Member

By: 

Name: MICK SINHU

Title: VP OF FINANCE

Date 07 31/24

TENANT:

KING COUNTY, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

[NOTARY BLOCKS ON FOLLOWING PAGE]

STATE OF OREGON)

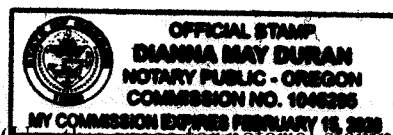
) ss.

COUNTY OF LANE)

I certify that I know or have satisfactory evidence that Nick Sidhu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP of Finance of Farwest Properties, Inc., an Oregon corporation, the sole member of 201 SW 34th Steet LLC, an Oregon limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31st day of October, ~~2021~~ 2024

Notary Public Dianna Duran
Print Name Dianna Duran
My commission expires Feb 15, 2028



(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2021

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

Certificate Of Completion

Envelope Id: C272F491-AFDE-4C70-B21B-4E177FE254BE

Status: Completed

Subject: Complete with Docusign: Ordinance 19907.docx, Ordinance 19907 Attachment A.pdf

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Supplemental Document Pages: 7

Initials: 0

Cherie Camp

Certificate Pages: 5

AutoNav: Enabled

401 5TH AVE

Envelopeld Stamping: Enabled

SEATTLE, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cherie.Camp@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

Holder: Cherie Camp

Location: DocuSign

4/3/2025 4:35:32 PM

Cherie.Camp@kingcounty.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-Council

Location: Docusign

Signer Events

Girmay Zahilay

girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication (None)

Signature

Signed by:


1AEA3C5077F8485...

Timestamp

Sent: 4/3/2025 4:36:24 PM

Viewed: 4/3/2025 4:44:51 PM

Signed: 4/3/2025 4:44:58 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 4/3/2025 4:44:51 PM

ID: 2dcaa48f-8271-429f-b741-8eca75c7c7e8

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication (None)

DocuSigned by:


8DE1BB375AD3422...

Sent: 4/3/2025 4:44:59 PM

Viewed: 4/7/2025 9:25:46 AM

Signed: 4/7/2025 9:25:55 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM

ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Shannon Braddock

Shannon.Braddock@kingcounty.gov

Deputy Executive

Security Level: Email, Account Authentication (None)

Signed by:


AAA4841FD7644BE...

Sent: 4/7/2025 9:25:56 AM

Viewed: 4/7/2025 4:00:05 PM

Signed: 4/7/2025 4:00:32 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 146.129.84.133

Electronic Record and Signature Disclosure:

Accepted: 4/7/2025 4:00:05 PM

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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
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Carbon Copy Events	Status	Timestamp
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 4/7/2025 9:25:57 AM
Viewed: 4/7/2025 10:27:27 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/7/2025 4:00:05 PM
Signing Complete	Security Checked	4/7/2025 4:00:32 PM
Completed	Security Checked	4/7/2025 4:00:32 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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. Further, 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.

All notices and disclosures will be sent to you electronically

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 King County-Department of 02:

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: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

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 email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing 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..

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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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.