



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19927

Proposed No. 2025-0094.1

Sponsors Dembowski

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 RNT 750 LLC, located at 750 West Perimeter Road,
6 Renton, within council district five, the facilities management division
7 determined that there was not an appropriate county-owned option and
8 successfully negotiated to lease space.

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

10 **SECTION 1.** The executive is authorized to execute an amendment to an existing
11 lease for the property located at 750 West Perimeter Road, Renton, with RNT 750 LLC,

Ordinance 19927

- 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.

Ordinance 19927 was introduced on 4/1/2025 and passed by the Metropolitan King County Council on 5/13/2025, 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:

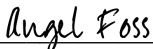


1AEA3C5077F8485...

Girmay Zahilay, Chair

ATTEST:

DocuSigned by:



C267B914088E4A0...

Melani Hay, Clerk of the Council

APPROVED this _____ day of 5/27/2025, _____.

Signed by:



AAA4841FD7644BE...

Shannon Braddock, County Executive

Attachments: A. Lease Amendment

Ordinance 19927

ATTACHMENT A:

LEASE AMENDMENT

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the “**Amendment**”) is entered into on the Effective Date (defined below) by RNT 750 LLC, a Delaware limited liability company (successor in interest to Renton Gateway Center, LLC, a Washington limited liability company) (“**Lessor**”), and King County, a home rule charter county and political subdivision of the State of Washington (“**Lessee**”).

W I T N E S S E T H:

WHEREAS, Lessor (through its predecessor in interest) and Lessee entered into that certain Lease Agreement dated June 1st, 2011 (the “**Initial Lease**”), as authorized by the Metropolitan King County Council in Ordinance 17099, demising certain hangar space in Hangars G and H (the “**Premises**”), more particularly described in Exhibit A of the Initial Lease, in that certain building commonly known as 750 West Perimeter Rd., Renton, Washington 98057 (the “**Building**”); and

WHEREAS, Lessor and Lessee executed a First Amendment to Lease dated July 1, 2016 (the “**First Amendment**”), which extended the Term pursuant to Lessee’s first extension option under Section 3.5 of the Lease; and

WHEREAS, Lessor and Lessee executed a Second Amendment to Lease dated November 13, 2019 (the “**Second Amendment**”) which extended the Term of the Lease through May 30, 2022;

WHEREAS, Lessor and Lessee executed a Third Amendment to Lease dated May 13, 2022 (the “**Third Amendment**”) which extended the Term of the Lease through May 31, 2025;

WHEREAS, Lessor and Lessee executed a Fourth Amendment to Lease dated September 26, 2024 (the “**Fourth Amendment**”), which expanded the Premises to include Hangar B;

WHEREAS, the Initial Lease, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment may be referred to herein separately, or collectively as the “**Lease**”; and

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the Term of the Lease, and such other changes as set forth herein, all subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Unless otherwise defined in this Amendment, any capitalized or defined term used herein shall have its respective meaning as set forth in the Lease.

2. **Term.** The Term is extended for 120 additional months, commencing on June 1, 2025 and ending on May 31, 2035 (the “**Extension Term**”).

3. **Rent.** Effective as of the commencement of the Extension Term, and every anniversary thereafter, Annual Base Rent shall increase over the previous year’s Annual Base Rent by three percent (3%), paid in equal monthly installments.

4. **Option to Extend.** Lessee has the right (an “**Option**”) to extend the Extension Term for two (2) additional periods of five (5) years each (each five (5) year period the “**Option Term**”). The Option shall be exercisable by Lessee only if Lessee is not in default hereunder at the time notice is received by Lessor or at the commencement of the applicable Option Term. Lessee shall exercise the Option by written notice (the “**Option Notice**”) to Lessor no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the Term or the first Option Term, as applicable (the “**Option Exercise Window**”). The Option is personal to the Lessee named in the introductory clause, and may not be exercised by any assignee, transferee or successor in interest to Lessee. The Option shall lapse if Lessee fails to exercise as provided herein and Lessor has no duty to remind Lessee of an impending expiration of the Option Exercise Window. The same terms and conditions of this Lease applicable prior to the commencement of each Option Term shall be applicable to each Option Term, except that the Annual Base Rent during the first year of the applicable Option Term will be the then-prevailing Fair Market Rent rate as further defined below, and the Annual Base Rent shall increase by three percent (3%) annually thereafter for the remaining years of the applicable Option Term. The foregoing notwithstanding, and for purposes of clarification, under no circumstances may any Option Term exercised by Lessee exceed the number of years remaining on the Master Lease. Accordingly, any Option Term exercised by Lessee shall automatically expire on the expiration of the Master Lease. If Lessee exercises its right to extend the Term for an Option Term pursuant to this Section 4, the term “**Term**” as used in this Lease will be construed to include the applicable Option Term.

5. **Fair Market Rent Rate.** The term “Fair Market Rent” for the purposes of this Amendment shall mean the annual amount per rentable square foot that a willing, comparable, new, non-expansion, non-renewal, non-equity tenant would pay, and a willing, comparable landlord of a comparable building in the Renton and Seattle, Washington markets would accept under the transaction as further defined above, for new leases of similar space in the same geographic area as the Premises, considering, size, use type, and creditworthiness of tenant on or about the date on which the Fair Market Rent is being determined hereunder.

Within thirty (30) days of Lessee notifying Lessor that it intends to exercise an Option Term, Lessor will advise Lessee in writing of its proposed Fair Market Rent. If Lessor and Lessee are unable to agree on a mutually acceptable Fair Market Rent not later than

ninety (90) days prior to the expiration of the current Term, then Lessor and Lessee, within five (5) days after such date, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Rent for the Premises (collectively referred to as the "Estimates"). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Fair Market Rent shall be the average of the two Estimates. If the Fair Market Rent is not established by the exchange of Estimates, then, within ten (10) days after the exchange of Estimates, Lessor and Lessee shall each select a licensed commercial real estate appraiser to determine which of the two Estimates most closely reflects the Fair Market Rent for the Premises. Each appraiser shall have had at least seven (7) years' experience within the previous ten (10) years of his/her work experience as a commercial real estate appraiser working in the Seattle, Washington area with working knowledge of current rental rates and practices for comparable aviation properties. Lessor's and Lessee's appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Fair Market Rent for the Premises. The Estimates chosen by such appraisers shall be binding on both Lessor and Lessee. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Fair Market Rent within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the appraisers shall select a third appraiser meeting the aforementioned criteria. Once the third appraiser (the "Arbitrator") has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the Arbitrator shall make his or her determination of which of the two Estimates most closely reflects the Fair Market Rent and such Estimate shall be binding on both Lessor and Lessee as the Fair Market Rent. If the Arbitrator believes that expert advice would materially assist him or her, he or she may retain one or more qualified persons to provide such expert advice. Lessor and Lessee shall share equally in the costs of the Arbitrator and of any experts retained by the Arbitrator. Any fees of any appraiser, counsel, or experts engaged directly by Lessor or Lessee, however, shall be borne by the party retaining such appraiser, counsel, or expert.

If the Fair Market Rent has not been determined by the commencement date of the applicable Option Term, Lessee shall pay Rent upon the terms and conditions in effect during the last month of the preceding Term (or preceding Option Term, as applicable) until such time as the Fair Market Rent has been determined. Upon such determination, the Rent shall be retroactively adjusted to the commencement of the Option Term, with the new Fair Market Rent becoming due on the first day of the month following such determination of Fair Market Rent.

6. **Lessor's Right of Relocation.** The parties acknowledge that the Premises, consisting of Hangars B, G, and H, are located in a larger hangar complex building (the "**Building**") on that certain land having an address of 750 West Perimeter Road, Renton, WA (the "**Property**"). It is agreed by the parties that Lessor may, on not less than one hundred eighty (180) days written notice delivered at any time during the Term, relocate Lessee to another hangar(s) within the Building or to another hangar(s) at the Airport that is under the control of Lessor (each, a "**New Space**"). The New Space shall be of comparable size to the Premises and shall have comparable accessibility to the taxiway and runway. Lessor shall improve the New Space comparable (in Lessor's reasonable

judgement) to the Premises at Lessor's expense and shall pay the reasonable costs of moving Lessee to the New Space. If the New Space has a different floor area from that of the Premises, Lessee's obligation to pay Annual Base Rent shall be increased or decreased proportionately. Furthermore, in the event that Lessor relocates Lessee to a different hangar facility controlled by Lessor (or an affiliate of Lessor) that is not located in the Building, the parties will execute a new lease on substantially the same terms and conditions set forth herein, except that the term of such new lease will be co-terminus with the Master Lease between Lessor (or an affiliate of Lessor) and the City of Renton but in any event not to exceed the total term of this Lease including all options to extend without the prior written approval of the King County Council.

7. **Notices.** Lessor's notice addresses as set forth below supersede all prior notice addresses set forth in the Lease:

LESSOR:

RNT 750 LLC
113 Cherry St, PMB 74172
Seattle, WA 98104
Attn: Jon Wenrich
Email address: Jon.Wenrich@fbocap.com

With copy to:

Seyfarth Shaw LLP
999 Third Avenue, Suite 4700
Seattle, WA 98104-4041
Attn: Ian Taylor
Email address: itaylor@seyfarth.com

LESSEE:

King County
401 5th Ave, Suite 930
Seattle, WA 98104

Email address: RES-LeaseAdmin@kingcounty.gov

Notwithstanding anything in the Lease to the contrary, the Parties will provide email notice only at the email address(es) set forth above or other electronic means with delivery confirmation or read receipt (or both), but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered. Notices shall be effective upon the date of first attempted delivery.

8. **Non-discrimination.** A new Section 32 is hereby added to the Lease:

32. Non-discrimination. Lessor shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Lessor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Lessee shall be entitled to terminate this Lease effective upon written notice to Lessor in the event that Lessor violates the requirements of this Section 32.

9. **Authority.** Each person signing this Amendment on behalf of either party represents and warrants that he or she is authorized to execute and deliver this Amendment, and that upon such person's execution hereof, this Amendment will become binding upon such party.

10. **Counterparts.** This Amendment may be executed by original or electronic signature and in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by e-mail and, upon receipt, shall be deemed originals and binding upon the parties hereto.

11. **Effect of Amendment.** Except as expressly amended hereby, the Lease shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control. From and after the date hereof, references to the "Lease" (including, without limitation, any and all references contained in this Amendment) shall mean the Lease as amended by this Amendment.

[No further text on this page. Next page is signature page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to be effective as of the latest of the signatures below (the "Effective Date").

LESSEE:

KING COUNTY

a home rule charter county and political
subdivision of the State of Washington

By: _____

Print Name: _____

Its: _____

Date: _____

King County Sheriff's Office Consent:

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to form:

By: _____

Print Name: _____

Its: _____

Date: _____

LESSOR:

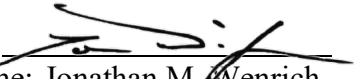
RNT 750 LLC,

a Delaware limited liability company

By: FBO Capital Group

Management LLC,

Its: Manager

By: 

Name: Jonathan M. Wenrich

Title: CEO

Certificate Of Completion

Envelope Id: 03F83F7C-60D5-4C35-841F-0D515BEFE052

Status: Completed

Subject: Complete with Docusign: Ordinance 19927.docx, Ordinance 19927 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

5/14/2025 10:26:09 AM

Holder: Cherie Camp

Cherie.Camp@kingcounty.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-Council

Location: Docusign

Signer Events

Girmay Zahilay

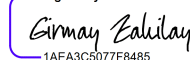
girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication (None)

Signature

Signed by:


1AEA3C5077F8485...

Timestamp

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Signed: 5/14/2025 12:07:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.227.166.164

Electronic Record and Signature Disclosure:

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Angel Foss

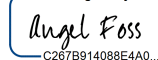
Angel.Foss@kingcounty.gov

Deputy Clerk of the Council

King County Council

Security Level: Email, Account Authentication (None)

DocuSigned by:


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Signed: 5/14/2025 12:23:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.222.20

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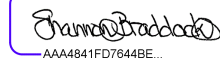
Shannon Braddock

Shannon.Braddock@kingcounty.gov

Deputy Executive

Security Level: Email, Account Authentication (None)

Signed by:


AAA4841FD7644BE...

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Viewed: 5/27/2025 9:49:50 PM

Signed: 5/27/2025 9:53:26 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.21.118.33

Electronic Record and Signature Disclosure:

Accepted: 5/27/2025 9:49:50 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: 5/14/2025 12:23:32 PM Viewed: 5/14/2025 1:28:07 PM
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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	5/27/2025 9:49:50 PM
Signing Complete	Security Checked	5/27/2025 9:53:26 PM
Completed	Security Checked	5/27/2025 9:53:26 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- 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.