

2/7/90
BK:tg

INTRODUCED BY LOIS NORTH
PROPOSED NO. 90 - 224

ORDINANCE NO. 9493

AN ORDINANCE permitting King County to amend a multi-year lease agreement for the King County building and land division.

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. It is proposed to enter into a two year extension of lease term as well as an addition of 15,918 square feet of leased space for the operation of King County building and land division. It has been determined that the lease terms are favorable to and in the best interests of the people of King County.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to execute a two-year lease extension commencing January 1, 1993, for a total of 69,870 square feet of rentable space with improvements located at the Eastpointe Plaza building, 3600 136th Place Southeast, Bellevue, Washington. Scheduled base rents to be paid to Lessor, H & M II Associates, for the leased space which is required by the building and land division are as follows: \$82,659.95 per month, 3/1/90 - 12/31/92; and \$88,382.95 per month, 1/1/93 - 12/31/94.

INTRODUCED AND READ for the first time this 26th day of March, 1990.

PASSED this 12th day of June, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 22nd day of June, 1990.

Jim Hill
King County Executive

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AGREEMENT AND AMENDMENT OF LEASE

This Agreement and Amendment of Lease is made this _____ day of _____, 19_____.

R E C I T A L S

- A. On October 20, 1987, King County, Washington (Lessor) entered into a lease agreement with H & M II Associates covering approximately 53,952 rentable square feet of office space for governmental land use planning and regulation at the Eastpointe Plaza Building, 3600 136th Place Southeast, Bellevue, WA.
- B. The rent schedule reflected in the master lease is as follows:
- | | | | |
|------------|----------|-------------|---------|
| 11/1/87 to | 1/31/88 | -0- | Monthly |
| 2/1/88 to | 10/31/90 | \$57,371.49 | " |
| 11/1/90 to | 12/31/92 | \$64,805.01 | " |
- C. As per Article VII:7.1 of the master lease, Lessor agrees to furnish all utilities during business hours as outlined in Section 1.1(1) of the same document.
- D. Lessor and Lessee agree to amend the lease to include the addition of 15,918 square feet of building space (the entire rentable area of the third floor).
- E. Lessor and Lessee have agreed to extend the term of the lease an additional 24 months.

NOW THEREFORE, Lessor and Lessee mutually covenant and agree as follows:

- Article I, Paragraph 1.1 (h) of the master lease is amended to reflect an additional 15,918 square feet of space and to read as follows:

(h) Premises: The Premises contain an area of approximately 69,870 rentable square feet at Suite See Legal Description - Exhibit F, of the Eastpointe Plaza (herein called the 'Building').
- Article I, Paragraph 1.1 (i) of the master lease is amended to include an additional lease term and to read as follows:

(i) Original lease term: 62 months commencing on the 1st day of November, 1987, and ending on the 31st day of December, 1992.

Extension lease term: 24 months commencing on the 1st day of January, 1993 and ending on the 31st day of December, 1994.
- Article I, Paragraph 1.1 (j) is amended to include an additional 15,918 square feet of space with 14,724 square feet of improved office space to be charged at \$14.40 per square foot and 1,194 square feet of storage space to be charged at \$2.50 per square foot, per year throughout the term of the master lease, which is defined in Article 1, Paragraph 1.1 (i) as December 31, 1992. (See attached Exhibit G - Third Floor Plan.)

Rent payment for the additional space is due upon beneficial occupancy which is anticipated to be on or about March 1, 1990. At such time as this rate of \$14.40 per square foot becomes effective on the third floor, the lease rate for the already occupied space on floors one and two shall be adjusted to \$14.40 per square foot and such rate shall remain in effect throughout the term of the master lease, which is December 31, 1992.

The Lease rate for the term extension defined in Article I, Paragraph 1.1 (i) above shall be \$15.40 per square foot per year for improved office space and \$2.50 per square foot for storage space throughout the term extension. Accordingly, Paragraph (j) is amended to read as follows:

(j) Minimum rental:

From 3/1/90 to 12/31/90	\$ 826,599.50 per annum;	\$82,659.95 per month
From 1/1/91 to 12/31/92	\$ 991,919.40 per annum;	\$82,659.95 per month
From 1/1/93 to 12/31/94	\$1,060,595.40 per annum;	\$88,382.95 per month

AKC

4. Article IV Paragraph 4.4 section (c) is amended to read as follows:

(c) Lessor and Lessee agree that upon occupancy of the third floor the Lessee's pro rata share of the above described operating expenses shall be 90.15 percent, representing the ratio that the approximate rentable area of the demised premises bears to the total approximate rentable area of the demised space (77,500 square feet) contained in the building. Those expenses, such as electrical, which shall be separately metered, shall be allocated 100% to Lessee.

5. Article XVIII Paragraph 18.2 is amended to read as follows:

18.2 Option to Expand: Lessee shall have the first right to lease additional space in the project. At the beginning of each calendar quarter during the term of this lease, Lessee shall be granted the option to lease any of the uncommitted space, as determined by the Lessor remaining in the project. After the seventh day of each quarter, if Lessor has received no written notification from Lessee of its intent to expand, Lessor shall have the right to commit any unleased space in the building to third parties.

For any expansion space, Lessee shall receive a tenant improvement allowance of \$10.00 per square foot of N.R.A. Lessee will provide Lessor with a list of required tenant improvements. Landlord shall turnkey tenant improvements, using building standard materials based upon a mutually agreeable space plan. As discussed, the basic layout will be an open concept similar to the existing space on the second floor. The new office will be built with like kind materials and finishes to the existing space. Any remaining balance of the \$10.00 per sq. ft. tenant improvement allowance will be credited towards improvements in any previously leased area.

6. Article XVIII: Paragraph 18.3 is amended to read as follows:

18.3 Parking: Lessee shall receive 272 pre-designated employee and visitor parking spaces. Exhibit D specifies those spaces on the site plan. Lessor shall use whatever reasonable means that may be necessary to enforce this provision, including, but not limited to, validation stickers and towing services, with Lessee paying all reasonable expenses for enforcement.

7. All other terms and conditions of said lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Agreement and Amendment is executed in triplicate, on behalf of Lessor and Lessee, by their duly authorized officers effective the day and year first above written.

LESSOR:
H & M II ASSOCIATES

BY _____

TITLE _____

DATE _____

LESSEE:
KING COUNTY, WASHINGTON

BY Tim Hill
Tim Hill, County Executive

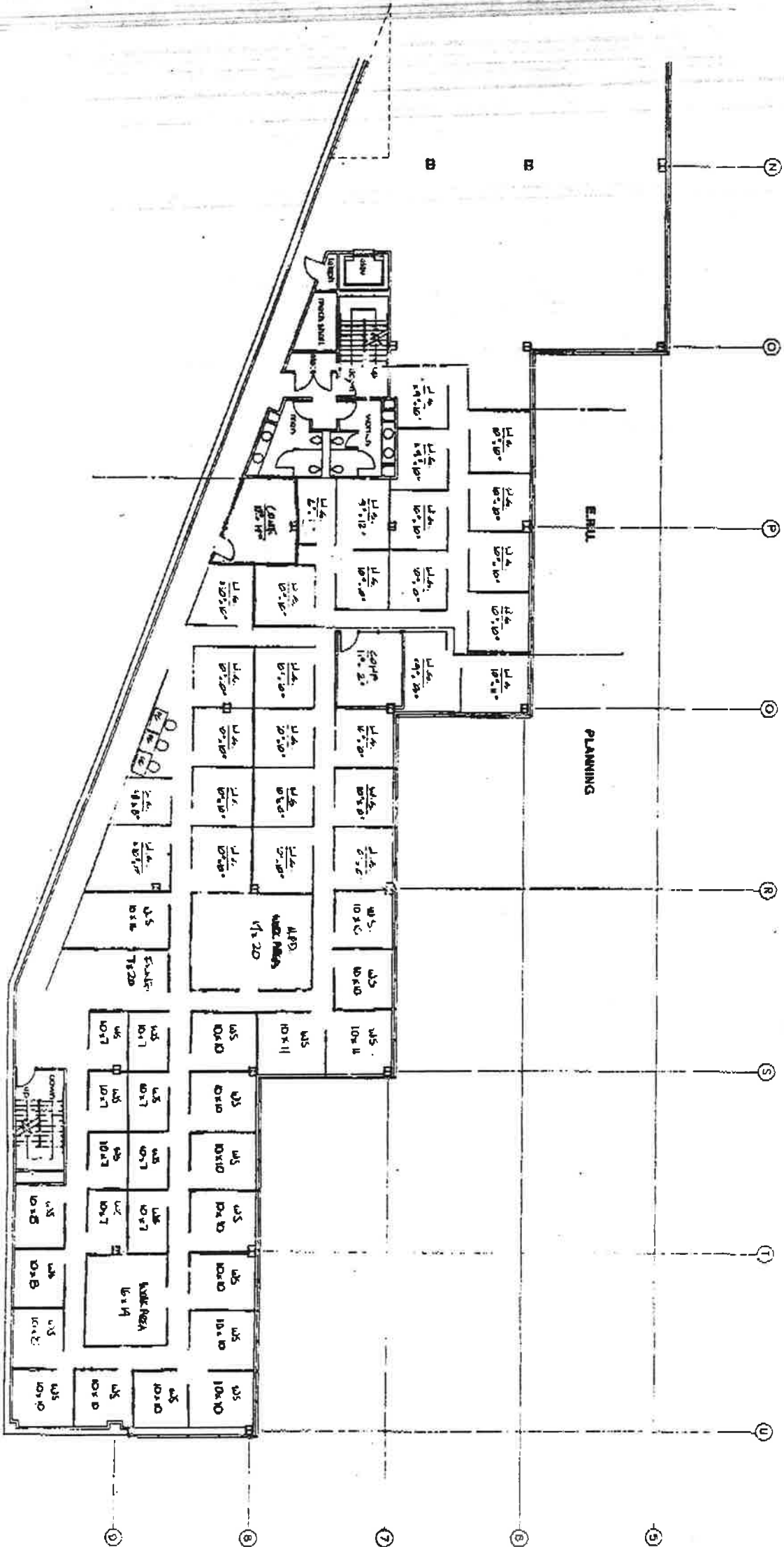
DATE 6/22/90

APPROVED AS TO FORM:
BY Waseburg
Deputy Prosecuting Attorney

DATE 2-2-90

9493

third level plan
1/8"=1'-0"



2 of 2

eastpointe plaza
KING COUNTY BLDG. & LAND DEVELOPMENT

Marvin Stern Associates, Inc.

2221 36 Avenue - Seattle Washington 98112 - (206) 447-1499

third level plan
grid n-u

DATE: 1.20.89
JOB NO.: 87030-12

EXHIBIT F

LEGAL DESCRIPTION

The land referred to in this Commitment is situated in the County of King, State of Washington, and described as follows:

Lot 1, City of Bellevue Short Plat No. 84 - 54, as recorded under Recording No. 8412059001, being a subdivision of the following described property:

That portion of the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington, lying easterly of the easterly margin of 136th Avenue Southeast (also called 136th Place Southeast);

EXCEPT that portion thereof lying northerly of the southerly margin of the FR-6 Line Frontage Road of PSN No. 2 (I-90) (Southeast 36th Street);

EXCEPT the westerly 5 feet as deeded to the City of Bellevue under Recording No. 8509130605.