

Ordinance 19804

**ATTACHMENT A:**

**LEASE AMENDMENT**

**SECOND AMENDMENT TO LEASE  
15 NICKERSON  
KING COUNTY**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), dated February 27, 2024 (for reference purposes only), is made by and between 15 Nickerson, LLC, a Washington limited liability company ("Landlord") and King County, a home rule charter county and political subdivision of the State of Washington ("Tenant"), each a ("Party") and collectively the ("Parties").

**RECITALS**

- A. Landlord and Tenant entered into a Lease Agreement fully executed on May 26, 2011, and further amended by the First Amendment to Lease dated July 29, 2019, for that certain leased space consisting of approximately 538 square feet located at 15 Nickerson St, Suite E, Seattle, WA 98109 (the "Lease").
- B. Tenant and Landlord desire to extend this Lease for a period of five (5) years as provided below.
- C. All terms and conditions of the Lease not amended herein, shall remain in full force and effect.

**AGREEMENT**

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 to amend the Lease as follows:

**Section 2.**           **Term:** Section 2.1 shall be deleted in its entirety and replaced with the following:

Upon approval of this Second Amendment by the Metropolitan King County Council and execution by Tenant, the current Lease Term is hereby extended for a period of five (5) years and will then expire on June 30, 2029, the ("Expiration Date").

**Section 6.**           **Rent:** The paragraph entitled, Rent Schedule, as set forth in Exhibit C of the Lease is hereby deleted in its entirety and replaced with the following:

Schedule	Monthly Rent	Starts	Ends	Annualized Rent
Months 1- 12	\$2,086.70	7/1/24	6/30/25	\$25,040.40
Months 13 - 24	\$2,149.30	7/1/25	6/30/26	\$25,791.60
Months 25 - 36	\$2,213.78	7/1/26	6/30/27	\$26,565.36
Months 37 - 48	\$2,280.19	7/1/27	6/30/28	\$27,362.28
Months 49 - 60	\$2,348.60	7/1/28	6/30/29	\$28,183.20

**Section 26.**           **Anti-Discrimination:** Section 26 shall be deleted in its entirety and replaced with the following:

Landlord 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. Landlord 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, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 26.

**Section 29.**

**Notices:** Section 29 shall be deleted in its entirety and replaced with the following:

**Notice Address of Landlord.**

15 Nickerson, LLC  
PO Box 31516  
Seattle, WA 98103

Landlord's Email: [phil@filcoenviro.com](mailto:phil@filcoenviro.com)

**Notice Address of Tenant.**

King County Real Estate Services  
Attn: Lease Administration  
500 Fourth Avenue, Suite 830  
Seattle, WA 98104

And a copy to the following email addresses:

Tenant's Email: [RES-LeaseAdmin@kingcounty.gov](mailto:RES-LeaseAdmin@kingcounty.gov)  
[Stephanie.Clabaugh@kingcounty.gov](mailto:Stephanie.Clabaugh@kingcounty.gov)

Notwithstanding anything in this Lease to the contrary, a Party may 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.

**Exhibit C:**            **Option to Renew:**    The paragraph entitled, Option to Renew, as set forth in Exhibit C of the Lease is hereby deleted in its entirety and replaced with the following:

Tenant shall have the Option to Renew this Lease for one (1) additional five (5) year term, commencing on July 1, 2029 and expiring on June 30, 2034. Tenant shall give 180 days' prior written notice of its intent to renew. The monthly rent for the renewal term shall be at the then fair market rate, as reasonably negotiated by Landlord and Tenant.

The Lease shall continue in full force and effect as written, except as specifically modified in this Second Amendment. The terms of this Second Amendment shall control over any other inconsistent terms of the Lease.

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective as of the date of the last Party to sign as indicated below.

**15 NICKERSON, LLC**

By: Phil Sueten

Name: Phil Sueten managing member of LLC

Date: 3/26/2024

**LANDLORD NOTARY**

Hawaii  
STATE OF WASHINGTON )  
 ) ss.  
County of King Maui )

On this 26<sup>th</sup> day of March, 2024 personally appeared before me Phil Sueten, known to me to be the person who signed this instrument in my presence, on oath stated that he was authorized to execute the instrument and acknowledged he/she to be the Managing member of 15 NICKERSON LLC, a Washington State Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

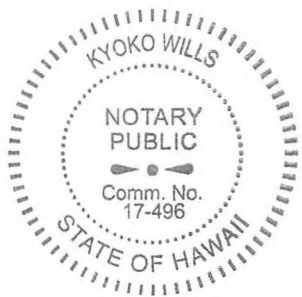
Kyoko Wills  
Print Name: Kyoko Wills

Hawaii NOTARY PUBLIC in and for the State of  
Washington, residing at County of Maui, WA  
My Commission Expires: 12/3/2025

(Use this space for notarial stamp/seal)

Doc Date: 2-27-2024 # Pages: 5  
Notary Name: Kyoko Wills 2nd Circuit  
Doc. Description: Second Amendment to Lease (Stamp or Seal)

Kyoko Wills 3/26/2024  
Notary Signature Date



(Use this space for notarial stamp/seal)