



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19053

Proposed No. 2019-0394.1

Sponsors Balducci and Kohl-Welles

1 AN ORDINANCE authorizing the execution of an
2 amendment to an existing lease in support of the
3 department of natural resources and parks.

4 STATEMENT OF FACTS:

5 For the lease amendment from 15 Nickerson, LLC, located at 15
6 Nickerson St, Suite E, Seattle, within council district four, 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 an amendment to an existing
11 lease for the property located at 15 Nickerson St, Suite E, Seattle, with 15 Nickerson,

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

14

Ordinance 19053 was introduced on 9/25/2019 and passed by the Metropolitan King County Council on 2/25/2020, by the following vote:

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

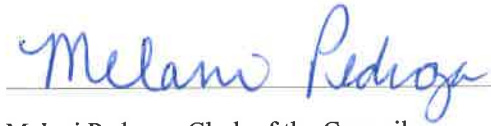


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Claudia Balducci, Chair

ATTEST:



Melani Pedroza, Clerk of the Council

APPROVED this 5TH day of MARCH, 2020.



DOW CONSTANTINE FOR
Dow Constantine, County Executive

Attachments: A. Lease Amendment

ORDINANCE 19053

ATTACHMENT A:

LEASE AMENDMENT

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

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), dated 7-29-19, 2019 (for reference purposes only), is made by and between 15 Nickerson, LLC ("Landlord") and King County, a political subdivision of the State of Washington ("Tenant"), in connection with the Lease Agreement fully executed on May 26, 2011.

RECITALS

- A. Landlord and Tenant entered into a Lease Agreement fully executed on May 26, 2011, for that certain leased space consisting of approximately 538 square feet located at 15 Nickerson St, Suite E, Seattle, WA 98109 (the "Lease").
- B. As provided for in Exhibit C to the Lease, Tenant notified Landlord of its intent to exercise the option to renew for a period of five (5) years pursuant to the notice letter dated December 31, 2018.
- 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 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, 2024, 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	\$1,800.00	7/1/19	6/30/20	\$21,600.00
Months 13 - 24	\$1,854.00	7/1/20	6/30/21	\$22,248.00
Months 25 - 36	\$1,909.62	7/1/21	6/30/22	\$22,915.44
Months 37 - 48	\$1,966.91	7/1/22	6/30/23	\$23,602.90
Months 49 - 60	\$2,025.92	7/1/23	6/30/24	\$24,310.99

Section 8. Alterations and Maintenance: Section 8 shall be amended to include the following:

8.3 In the event Tenant requests Landlord to remove debris accumulation in front of Tenant's door way area, Tenant shall reimburse Landlord for reasonable costs of said removal within thirty (30) days following receipt of Landlord's invoice.

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 race, color, marital status, national origin, religious affiliation, disability, sexual orientation, 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 Ch. 12.16.125. 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, chapter 49.60 Revised Code of Washington, 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.

Exhibit C:

The paragraphs entitled, Representation and Tenant Advisory Fee, as set forth in **Exhibit C** of the Lease are hereby deleted in their entirety.

The Lease shall continue in full force and effect as written, except as specifically modified in this Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of the last party to sign as indicated below.

15 NICKERSON, LLC

KING COUNTY, a political subdivision of the State of Washington

By: Phil Suetew

By: _____

Name: Phil Suetew
managing member.

Name: Anthony O. Wright, Director
King County Facilities Management Division

Date: 7/29/19

Date: _____

APPROVED AS TO FORM:

By: _____
Chris Leopold, Senior Deputy Prosecuting Attorney

(Notaries to appear on following page)

LANDLORD NOTARY

STATE OF WASHINGTON)
) ss.
County of King)

On this 29 day of JULY, 2019 personally appeared before me PHIL GUETENS, 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.

[Handwritten Signature]

Print Name: ANNIE OLSON-CALPE

NOTARY PUBLIC in and for the State of Washington, residing at BOTHELL, WA My Commission Expires: 6.21.2021



TENANT NOTARY

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of _____, 2019 personally appeared before me Anthony Wright, 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 it as the Director of Facilities Management Division for King County, a 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.

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

Print Name: _____

NOTARY PUBLIC in and for the State of Washington, residing at _____, WA My Commission Expires: _____

(Use this space for notarial stamp/seal)