

**RESOLUTION NO. 11-738**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT  
NO. 1 TO THE LEASE FOR A PORTION OF UNIMPROVED  
REAL PROPERTY WITH THE SORCI FAMILY, LLC**

**WHEREAS**, the City entered into a lease agreement for unimproved real property with Sorci Family, LLC on December 14, 2007; and

**WHEREAS**, the City has placed two modular buildings (Public Works and Community Development) on a portion of unimproved property, which buildings are currently under a separate lease agreement; and

**WHEREAS**, the City desires to continue to occupy this portion of unimproved real property for a three year term with an effective date of January 1, 2011; and

**WHEREAS**, Sorci Family, LLC has offered to continue to lease to the City property that is zoned for office use; said property being identified as King County Assessor's Parcel Number 1521069093 and legally described as Exhibit A in the original lease agreement; and

**WHEREAS**, the City may elect to terminate this lease before the end of the lease term provided a minimum of 90 days written notification is provided and terminates the lease for modular buildings that are located on the property; and

**WHEREAS**, the City will reimburse Sorci Family, LLC for one half of the municipal stormwater fees associated with the parcel that is subject to the lease which will be invoiced and paid on a quarterly basis;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** Authorizing the Mayor to execute Amendment No. 1 to the lease for a portion of unimproved real property with the Sorci Family, LLC for the use of City office space substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MARCH, 2011.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

Brenda L. Martinez  
Brenda L. Martinez, City Clerk

**FIRST AMENDMENT TO LEASE AGREEMENT**  
**FOR UNIMPROVED REAL PROPERTY (*Public Works*)**  
**BY AND BETWEEN**  
**CITY OF BLACK DIAMOND AND SORCI FAMILY LLC**

This FIRST AMEDMENT (the “**First Amendment**”) to that certain lease agreement dated the 14<sup>th</sup> day of December 2007 by and between the parties herein set forth below (the “**Lease**”), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Black Diamond, a municipal corporation operating under the laws of the state of Washington as a code city (the “**City**” or “**Lessee**”) and Sorci Family LLC, a Washington limited liability company (“**Lessor**”), the City and the Lessor hereinafter being collectively referred to as the “**Parties**” or individually as the “**Party**”.

**WHEREAS**, the City desires to continue to occupy the premises described in the Lease for a three year term; and

**WHEREAS**, the Lessor desires to continue to lease said premises to the City upon the same terms and conditions with the exception of the amendments to the Lease set forth herein; and

**WHEREAS**, the City and the Lessor desire to enter into this First Amendment for the purpose of renewing the Lease as amended herein;

**NOW THEREFORE, IN CONSIDERATION OF** the mutual benefits and conditions set forth below, the Parties hereto agree as follows:

Section 1. Renewal of Lease. The Lease, as amended herein, is hereby renewed for a third renewal term with a commencement date for the third term of January 1, 2011 and terminating on December 31, 2013. The parties agree that in the event that this First Amendment is executed on or after the above date, the terms and conditions of this First Amendment shall apply as though it became effective on January 1, 2011.

Section 2. Amendment of Section 3 (Lease Term). Section 3 of the Lease is hereby amended to read as follows:

The term of the Lease shall commence on the 1<sup>st</sup> day of January, 2011 ~~14<sup>th</sup> day of December, 2007~~ and end on the 31<sup>st</sup> day of December, ~~2013~~ 2013. ~~The term may be extended for up to 5 consecutive 2 year terms.~~ Provided, the Lessee may elect to terminate this lease in the event that it does not renew its lease of the modular buildings that are located on the Subject Property. In the event that the City makes such election, it shall give notice of such early

~~termination to Lessor upon no less than 90 days written notice. lease shall automatically terminate at the end of each 2 year term unless, by June 15 of the last year of each term the Lessee gives written notice of its intent to extend the lease term. If the notice is timely given and the Lessee is not in default under any of the Lease provisions then the Term shall be extended for an additional 2 years, upon the same terms and conditions, except for the adjustment of the lease amount as set forth in Paragraph 5 below.~~

Section 3. Amendment of Section 5 (Utilities). Section 5 of the Lease is hereby amended by the addition of the following at the end of the second sentence of therein:

Lessee agrees to reimburse Lessor for one half of the municipal stormwater fees associated with the parcel that is subject to the Lease. Lessor agrees that it will invoice the City for this amount on a quarterly basis which amount shall be paid by the City within 30 days of receipt of such invoice.

Section 4. Terms and Conditions. All other terms and conditions of the Lease shall be and remain the same.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the day and year first above written.

**CITY OF BLACK DIAMOND:**

By: Rebecca Olness  
Rebecca Olness, Mayor

Date: March 7, 2011

**SORCI FAMILY LLC:**

By: Mario Sorci

Print Name: MARIO SORCI

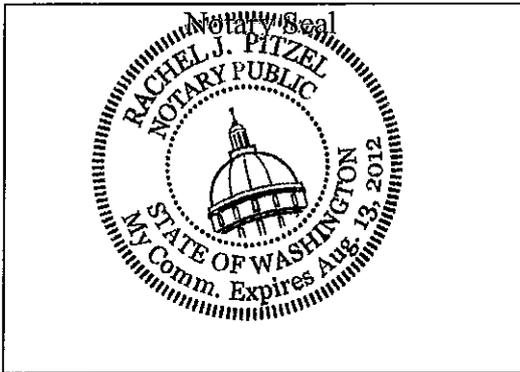
Its: MANAGER

Date: 21 APRIL 2011

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **REBECCA OLNESS** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF BLACK DIAMOND**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/7/11

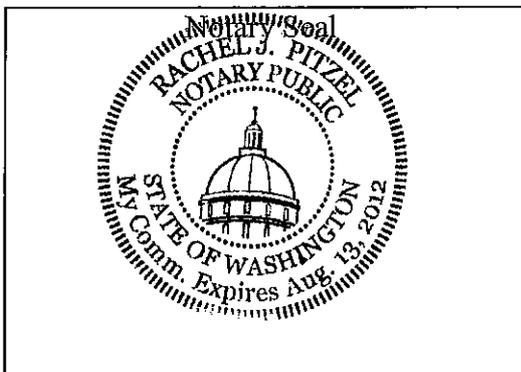


Rachel Pitzel  
(Signature of Notary)  
Rachel J. Pitzel  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
Washington  
My appointment expires: 8/13/12

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Mario Sorci is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of the **SORCI FAMILY LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/21/11



Rachel Pitzel  
(Signature of Notary)  
Rachel J. Pitzel  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
Washington  
My appointment expires: 8/13/12