

RESOLUTION NO. 11-739

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 REAL PROPERTY WITH THE SORCI FAMILY, LLC FOR THE USE OF CITY OFFICE SPACE

WHEREAS, the City entered into a lease agreement for real property with Sorci Family, LLC on June 19, 2008; and

WHEREAS, the City desires to continue to occupy the office space (City Hall) 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 companion lease for unimproved real property as well; 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 and one fourth of the sanitary sewer fees, 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 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 REAL PROPERTY (*City Hall*)

BY AND BETWEEN

CITY OF BLACK DIAMOND AND SORCI FAMILY LLC

This FIRST AMEDMENT (the “**First Amendment**”) to that certain lease agreement entered into on the 19th day of June 2008 by and between the parties herein set forth below (the “**Lease**”) for the lease of office space, 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 office space 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 with a commencement date 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 stricken and replaced with the following:

The term of the Lease shall commence on the 1st day of January, 2011 and end on the 31st day of December, 2013. Provided, the Lessee may elect to terminate this lease in the event that it elects to and does timely terminate the companion lease dated the 14th day of December, 2007 and entered into by and between the City and the Lessor for the lease of unimproved real

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.

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 therein:

Lessee agrees to reimburse Lessor for one half of the municipal stormwater fees associated with the parcel that is subject to the Lease and one fourth of the sanitary sewer fees. Lessor agrees that it will invoice the City for these amounts 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

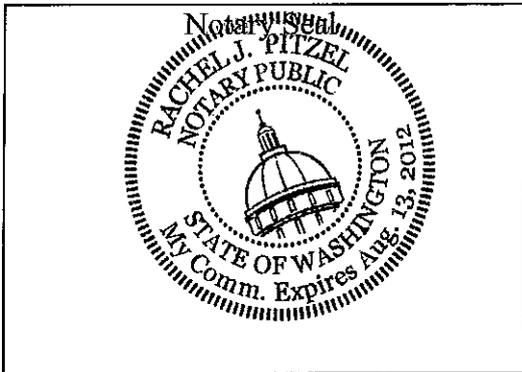
Its: MANAGER

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

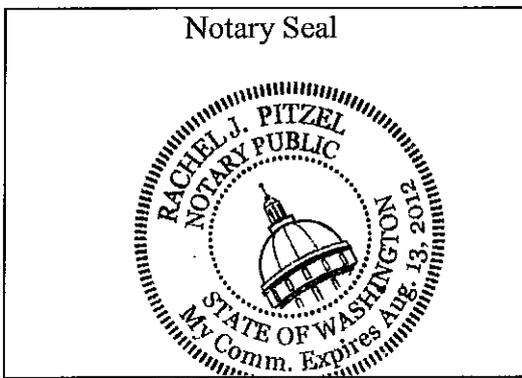


Rachel Pitzel
(Signature of Notary)
Rachel J. Pitzel
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Washington
My appointment expires: 8/13/12

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that MAND 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