RESOLUTION NO. 157

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXTEND LEASE AGREEMENTS FOR OFFICE SPACE AT 521 NE 165TH FOR THE EASTSIDE COMMUNITY STOREFRONT AND AT CITY HALL ANNEX

WHEREAS, the City Council wishes to extend its agreements for commercial space used as the eastside community storefront and the City Hall Annex;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. Authorization. The City Manager or designee is authorized and directed to execute on behalf of the City a lease amendment of the City’s lease of offices at 521 NE 165th, Shoreline, WA (Clerk’s Receiving Number 228) attached hereto as Exhibit A to allow three one-year lease extensions, and to exercise an extension of one year to commence November 1, 1999; and

Section 2. Authorization. The City Manager or designee is authorized and directed to execute on behalf of the City the lease extension option of the City’s lease of offices at Highland Plaza, 1110 North 175th Street, Shoreline, WA (Clerk’s Receiving Number 709) for an additional three-year term to commence June 1, 2000 and to negotiate a rental rate for the extended term.

ADOPTED BY THE CITY COUNCIL ON AUGUST 23, 1999.

[Signature]
Mayor Scott Jepsen

ATTEST:

[Signature]
Sharon Mattioli, CMC
City Clerk
FIRST ADDENDUM TO LEASE AGREEMENT-COMMERCIAL PREMISES
Eastside Store Front

THIS FIRST ADDENDUM to that Lease Agreement-Commercial Premises is made and entered by and between Ann G. Segale, Lucile T. Flanagan, and Rosemary Ballinger, d.b.a. B.A.M., (hereinafter called Lessor) and the City of Shoreline, 17544 Midvale Avenue North, Shoreline, WA 98133.

RECITALS

1. Lessor and Lessee executed a lease of commercial office space known as 521 NE 165th Shoreline, WA 98133 on October 8, 1996 (hereinafter the “Lease”).

2. The parties desire to amend the option for extending the Lease to allow three options for additional one-year terms.

3. The parties wish to amend the rate for the initial one-year extension term.

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. AMENDMENTS. The parties agree to amend the Lease in the following respects:

   1.1 Section 2 of the Lease is amended to provide that the Lessee shall have the option to extend the term of the Lease for three terms of one (1) year each upon providing the Lessor with written notice of an intent to exercise such option sixty (60) days prior to the expiration of any term.

   1.2 The initial monthly rental amount for the first option term shall be $__________.

   The monthly rental amount for additional option terms shall be adjusted according to section 4 of the Lease.

2. CONTINUING EFFECT.

   The terms of the Lease, except as specifically amended herein, shall continue in full force and effect.

EXECUTED this _____ day of ________________, 1999.
LESSOR:
B.A.M.

By: _____________________________

________________________________

LESSEE:
CITY OF SHORELINE

By: _____________________________

Robert Deis, City Manager

Approved as to form:

Ian R. Sievers, City Attorney

STATE OF WASHINGTON    )
COUNTY OF KING          ) ss.

On this ___ day of ____________, 1999, before me personally appeared _________________________ and _________________________ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

________________________________
Notary Public
Commission expires:

STATE OF WASHINGTON    )
COUNTY OF KING          ) ss.

On this ___ day of ____________, 1999, before me personally appeared Robert Deis, and acknowledged said instrument to be the free and voluntary act of the City of Shoreline, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

________________________________
Notary Public
Commission expires:

FIRST ADDENDUM TO LEASE