

ORDINANCE NO. 5823

AN ORDINANCE authorizing King County to enter into a multi-year lease amendment for the Mercer Island District Court and authorizing the payment thereof.

PREAMBLE:

In accordance with the provisions of K.C.C. 4.04.040 the King County Council may adopt an ordinance permitting the County to enter into contracts requiring the payment of funds from the appropriations of subsequent fiscal years. For a five year lease amendment, the Mercer Island Golf and Country Club, Inc. is willing to enter into a lease agreement for the benefit of the Mercer Island District Court at a fixed rental rate which is favorable to the County. It has been determined that it is in the best interests of King County that such an amendment be secured.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The County Executive on behalf of the County is hereby authorized to enter into a lease amendment agreement for 2,877 square feet of office space owned by the Mercer Island Golf and Country Club, Inc. This lease amendment is for a term beginning January 1, 1982 and ending December 31, 1986, at rental costs that include utilities and janitorial/maintenance services not to exceed \$26,269.08 per annum.

INTRODUCED AND READ for the first time this 16th day of November, 1981.

PASSED this 4th day of January, 1982.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Paul Burden
Chairman

ATTEST:

Dorothy M. Owens
DEPUTY Clerk of the Council

APPROVED this 14th day of January, 1982.

Randy Rewa
King County Executive

AGREEMENT AND AMENDMENT OF LEASERECITALS

1. Mercer Island Golf and Country Club, Incorporation, hereinafter referred to as Lessor, and King County, a political subdivision of the State of Washington, as Lessee, have heretofore entered into a lease for premises located at 8475 S.E. 68th Street, Mercer Island, Washington, on January 17, 1974. Said lease being for a period of three years, beginning on March 16, 1974, and ending on March 15, 1977, at which time said lease was amended to expire as of March 14, 1979, amended again to expire as of March 14, 1981, and most recently amended to expire December 31, 1981.

2. Said lease property is described in the instrument as follows:

Approximately 2,877 sq. ft., of that building described as Tract D of the South Mercer Island Shopping Center of which building this lease covers an area of 60 ft. in width and 50 ft. in depth, less an area of 123 sq. ft., used as the building equipment room (shown on drawing attached to lease instrument). Together with the right to use for access and vehicle parking for itself, its customers and employees the parking space adjoining Tract D on the East, South and West side thereof, situated in that portion of the West 3/4 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 30, Township 24 North, Range 5 East, W.M., lying Easterly of 84th S.E., EXCEPT the North 180 ft. of the East 270 ft. and EXCEPT that portion lying within S.E. 68th Street.

3. It has been mutually agreed between the parties that said lease period shall be extended by five years until December 31, 1986, and the rent for said term shall be as previously computed according to provisions in Section 15, page 4 and 5 of said lease (\$2,189.09 per month) excluding that portion pertaining to any increase or decrease in real estate taxes. Lessee is hereby given the option to extend this lease for five (5) additional years, commencing January 1, 1987. The rent for said additional term shall be computed according to provisions in Section 15, page 4 and 5 of said lease excluding that portion pertaining to any increase or decrease in real estate taxes.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing recitals, Lessor and Lessee agree as follows:

Effective immediately upon all signatures being affixed to this instrument, the expiration date of the lease shall be extended to December 31, 1986, and

Effective as of January 1, 1982, the rental payable monthly for the sixty month period shall be Twenty One Hundred Eighty Nine and 09/100 (\$2,189.09) dollars.

Except as herein provided, the terms and conditions of said lease shall be and remain in full force and effect, including the five (5) year option by Lessee in 1986.

IN WITNESS WHEREOF, this agreement and amendment is executed in triplicate on behalf of the Lessor and Lessee on the dates shown.

LESSOR:

MERCER ISLAND GOLF AND COUNTRY CLUB, INC.

BY: E. M. Greenwood

E. M. Greenwood, President

DATE: Oct 12 / 81

APPROVED AS FOR FORM:

BY: THOMAS H. WOLFENDALE
Deputy Prosecuting Attorney

DATE: 15 October 1981

LESSEE:

KING COUNTY, WASHINGTON

BY: Randy Revele

Randy Revele

TITLE: King County Executive

DATE: January 14, 1982

RECITALS

1. Mercer Island Golf and Country Club, Incorporation, hereinafter referred to as Lessor, and King County, a political subdivision of the State of Washington, as Lessee, have heretofore entered into a lease for premises located at 8475 S.E. 68th Street, Mercer Island, Washington, on January 17, 1974. Said lease being for a period of three years, beginning on March 16, 1974, and ending on March 15, 1977, at which time said lease was amended to expire as of March 14, 1979, amended again to expire as of March 14, 1981, and most recently amended to expire December 31, 1981.

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MERCER ISLAND GOLF AND COUNTRY CLUB, INC.

BY: E. M. Greenwood
E. M. Greenwood, President

DATE: Oct. 12/81

APPROVED AS FOR FORM:

BY: [Signature]
Deputy Prosecuting Attorney

DATE: 15 October 1981

LESSEE:

KING COUNTY, WASHINGTON

BY: Randy Revelle
Randy Revelle

TITLE: King County Executive

DATE: January 14, 1982

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