

# 10

16170

Attachment K

Lease #1592

**FOURTH ADDENDUM TO LEASE**

THIS ADDENDUM is entered into this the \_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between ANMARCO, a Washington General Partnership and hereinafter called "Lessor", and KING COUNTY, a political subdivision of the State of Washington, hereinafter called "Lessee".

**RECITALS**

- A. Lessor and Lessee entered into a non-residential shopping center lease, hereinafter referred to as the "Lease #1592" on June 16, 1999, for a certain space at the Cottage Lake/Fragner Building Shopping Center located in Woodinville, WA, said demised premises more fully described as 19145 NE Woodinville Duvall Road, space 1, consisting of approximately 1,000 sq. ft. and hereinafter referred to as the "Leased Premises". In addition Lessor and Lessee executed a First Addendum to Lease on June 1, 2002, Second Lease Addendum on June 8<sup>th</sup>, 2005, and the Third Lease Addendum on June 7, 2006.
- B. Lessor and Lessee intend, by the execution and delivery of this addendum to supplement the Lease in certain material respects. The execution and delivery of the Lease and the execution and delivery of this Addendum are a single interrelated transactions;
- C. Unless otherwise noted, all capitalized terms herein have the same meanings as set forth in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Lessor and Lessee agree to add the following to the Lease:

- 1. Lessee desires to renew the Lease for thirty six (36) months.
- 2. Rent for the Lease term shall be:
  - January 1, 2008 - December 31, 2008 \$1,875.00 per month
  - January 1, 2009 - December 31, 2009 \$1,958.33 per month
  - January 1, 2010 - December 31, 2010 \$2,041.67 per month
- 3. Upon execution of the Fourth Addendum to Lease, Landlord shall provide new floor coverings.
- 4. Tenant shall remain responsible for reimbursing the Landlord for triple net charges.
- 5. In the event that the Landlord redevelops the Premise, the Landlord shall have the right at any time during the lease addendum, to terminate the lease with six (6) months written notice to Tenant.

6. The County's obligations to Lessor, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King county Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this lease and all County obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires.

EXCEPT as specifically incorporated herein, all other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Lease Addendum is executed the day first hereinabove written.

ANMARCO,  
A Washington General Partnership

KING COUNTY, WASHINGTON

\_\_\_\_\_  
Gary M. Merlino, Partner

\_\_\_\_\_  
By: Wayne Richardson, Manager  
Real Estate Services Section

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

KING COUNTY LICENSING



By: \_\_\_\_\_

Dated: 12/21/07

APPROVED AS TO FORM

\_\_\_\_\_  
Tim Barnes,  
Senior Deputy Prosecuting Attorney

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that GARY M. MERLINO is the person who appeared before me and acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as managing partner of ANMARCO, a Washington general partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
My Appointment Expires

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of King County and to be the free and voluntary act of such organization for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
My Appointment Expires