

NO EXCISE TAX
REQUIRED

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ORIGINAL

MAR 28 1991

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KIRKE BEYERS, Snohomish County Treasurer
By *[Signature]* Deputy

ADDENDUM TO LEASE AGREEMENT

9103270647

THIS AGREEMENT is entered into by and between the STATE OF WASHINGTON, by and through the STATE BOARD FOR COMMUNITY COLLEGE EDUCATION AND EDMONDS COMMUNITY COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 23, hereinafter "the College" and the CITY OF LYNNWOOD, hereinafter "the City".

RECITALS:

1. The College and the City entered into a "Lease Agreement" dated September 29, 1989.
2. The lease payment of \$500,000.00, set forth in the Lease Agreement, was negotiated in part with reference to approximately 33 acres originally estimated to be needed for the City.
3. The final acreage in the lease is 45.17 acres.
4. The parties are desirous of amending the lease payment in the Lease Agreement and providing for other terms set forth in this Addendum, on the terms and conditions set forth in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. LEASE PAYMENT. The portion of the first sentence of paragraph no. 3 of the Lease Agreement, which reads "FIVE HUNDRED THOUSAND and NO/100ths (\$500,000.00) DOLLARS," is hereby changed to read "SIX HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED NINETY-NINE and NO/100ths (\$645,299.00) DOLLARS". The balance of the sentence and the balance of paragraph no. 3 of the Lease Agreement is not affected and remains part of the parties' Lease.

2. FIRST RIGHT OF REFUSAL. The City shall have a first right of refusal ("first right of refusal") to acquire the property subject to the parties' Lease Agreement, namely 45.17 acres described in Exhibit "A" of the Lease Agreement, under the following terms and conditions:

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CITY OF LYNNWOOD
FINANCE DEPT.
P.O. Box 5008
Lynnwood, WA 98048-5008

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A. Right of Refusal. If the College determines to sell the property, or a portion thereof, at anytime, whether during the terms of the Lease, any extension thereof, or after the termination of the Lease, if any, it shall offer the property, or a portion thereof, to the City on the same terms and conditions as contained in any bonafide offer of purchase. The City shall have thirty (30) days following written notification of any offer to determine whether to proceed to purchase the property according to the terms of the offer.

To the extent any offer contains non-monetary consideration, the parties shall attempt to agree on the value of any such consideration, and in the event they are unable, the same shall be determined by appraisal as follows: Each party shall select an MAI appraiser, and the two appraisers shall determine the value. In the event the two appraisers are not able to so agree, they shall select a third MAI appraiser, and the decision of two of the three appraisers shall be binding, subject to the terms of this Agreement. In the event the two appraisers cannot agree on a third appraiser, the same shall be selected by the Presiding Judge of the Snohomish County Superior Court on motion. Each party shall pay the cost of their own appraiser, with the cost of a third appraiser being split equally.

Nothing contained in this paragraph prevents the parties from negotiating a purchase and sale in the absence of an offer by any third person to purchase the property, or a portion thereof.

B. Closing. If the City exercises the right of first refusal, the transaction shall be closed according to the terms of the offer, or such other terms as the parties mutually agree.

C. Failure to Close. If the City refuses to exercise the right of first refusal, and the original transaction fails to close according to the terms of the offer presented to the City, the City shall retain its right of first refusal according to the terms of this Agreement. If the City refuses to exercise the right of first refusal, the original parties shall not thereafter amend the terms of the offer without giving the City the right to

purchase the property according to the terms of the original offer, or any proposed amendment.

D. Application of Lease Payments. If the City exercises the right of first refusal, the entire amount of the lease payments, without interest, paid by the City to the College, less twenty-five percent (25%) of the entire lease amount for each year of the City's use of the property from the effective date of the Lease Agreement, prior to approval of the sale by the City Council of the City of Lynnwood and the State Board for Community College Education or its authorized representative, shall be applied as partial payment.

If a portion of the property is involved in a sale, lease payments that would have been applied in a sale of the whole parcel shall be applied in the same proportion as the amount of land involved in the sale.

3. MEMORANDUM. Either party may execute an appropriate memorandum of this Addendum for public recording.

4. LEASE NOT OTHERWISE AFFECTED. Except as specifically set forth herein, the terms and conditions of the Lease Agreement are not otherwise affected.

IN WITNESS WHEREOF, the parties hereto have signed this Lease effective as of the day and year all the below signatures have been obtained.

EDMONDS COMMUNITY COLLEGE

By: [Signature]
Board Chairman

By: [Signature]
College President

CITY OF LYNNWOOD

By: [Signature]
Mayor

Approved as to form
[Signature]
OFFICE OF THE CITY ATTORNEY

CITY OF LYNNWOOD
FINANCE DEPT.
P.O. Box 5008
Lynnwood, WA 98046-5008

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Eschale signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged this as the Executive Director of the State of Washington State Board for Community College Education to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: January 14, 1991.



Claire C. Krueger
NOTARY PUBLIC
My appointment expires on 4/1/93

re: Edmonds CC/ City of Lynnwood
golf course lease addendum

DEPUTY
Bergrin D. Malin
DEAN V WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH

91 MAR 27 P3 53

RECORDED