

After Recording Return To: PORT OF SKAGIT COUNTY
P.O. BOX 348
BURLINGTON, WA 98233

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KATHY HILL
SKAGIT COUNTY AUDITOR

99 MAY 17 P3:46

9905170309

RECORDED _____ FILED _____
REQUEST OF _____

Document Title(s): AMENDMENT TO LEASE AGREEMENT

Reference No. of Related Document(s): _____

Grantor(s): PORT OF SKAGIT COUNTY
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

Additional Grantor(s) on page _____ of Document.

Grantee(s): JONES, JONES AND JONES, INC.
Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

Additional Grantee(s) on page _____ of Document.

Abbreviated Legal Description: That portion of the Northwest Quarter of Section 3,
Township 34 North, Range 3 East, W.M. containing 27,772 square feet as described in
attached Exhibit A.

Additional Legal Descriptions(s) on page Exhibits A of Document.

Assessor's Parcel/Tax ID Number: P21081

AMENDMENT TO LEASE AGREEMENT

IT IS HEREBY MUTUALLY AGREED, by and between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, hereinafter referred to as "Lessor," and JONES, JONES AND JONES, INC., hereinafter referred to as "Lessee," that this agreement amends the LEASE AGREEMENT between the Lessor and Lessee, dated August 26, 1992:

AMENDMENT TO LEASE AGREEMENT
LESSOR: PORT OF SKAGIT COUNTY
LESSEE: JONES, JONES AND JONES, INC.

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WITNESSETH:

In consideration of the mutuality of benefit inherent hereto, the parties hereto do mutually agree as follows:

1. Paragraph 1. Property Subject to this Lease Agreement shall be amended and Parcels A, B, C and D shall be stricken from the lease. Paragraph 1. Property Subject to this Lease Agreement shall be amended to read as follows:

In consideration of their mutual covenants, agreements and undertakings hereinafter contained, the parties hereto do mutually agree to that which is hereinafter set forth, upon and subject to the following terms, conditions, covenants and provisions:

- a. Leased Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises, situated in the Bayview Business and Industrial Park within unincorporated Skagit County, Washington:

That portion of the Northwest Quarter of Section 3, Township 34 North, Range 3 East, W.M., and the Southwest Quarter of Section 34, Township 35 North, Range 3 East, W.M., being in a portion of the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded in Book 7 of Short Plats, pages 111 through 120, records of Skagit County, Washington, described as follows:

Commencing at the North Quarter corner of said Section 3 as shown on said Binding Site Plan; thence North 88' 44' 25" West, along the North line of said Section 3, a distance of 704.01 feet to the intersection with the building restriction line, as shown on said Binding Site Plan; thence South 52' 21' 58" East, along said building restriction line, 274.34 feet to the TRUE POINT OF BEGINNING; thence North 52' 21' 58" West, along said building restriction line, 281.29 feet; thence at a right angle to said building restriction line, 281.29 feet; thence at a right angle to said building restriction line, 281.29 feet; thence South 55' 00' 00" East, along said Southerly margin, 53.38 feet to the beginning of a curve to the left, having a radius of 399.55 feet; thence Easterly along said Southerly margin and the arc of said curve to the left through a central angle of 25' 00' 00", an arc distance of 174.34 feet to the beginning of a curve to the left having a radius of 180.00 feet; thence

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Easterly along said Southerly margin and the arc of said curve to the left, through a central angle of 251 42' 21", an arc distance of 80.76 feet to a point which lies North 37' 36' 00" East from the TRUE POINT OF BEGINNING; thence South 37' 36' 00" West, 172.06 feet to the TRUE POINT OF BEGINNING.

Said property is depicted on a map entitled Adjusted Lease Parcel "A" (10/9/98), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

- b. Parking area: Lessee shall have the non-exclusive use of three (3) parking areas, containing approximately 460 square feet for uses associated with the Premises. Said parking lots are depicted on a sketch dated August 4, 1998, attached hereto as Exhibit B and by this reference incorporated herein.

2. Paragraph 4. Rental, shall be amended to read as follows:

Commencing on January 19, 1999, Lessee shall pay to Lessor, in lawful money of the United States, without any set-off or deduction, in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee, rent for the Premises in the amount of ONE HUNDRED EIGHTY FOUR DOLLARS AND FIFTY EIGHT CENTS (\$184.58) per month, plus leasehold tax, during the term of this Lease.

3. Simultaneously with the amendment, Lessor and Lessee are entering into another lease for property southeast and contiguous (adjacent parcel) to the above described property. Lessee intends to use part of the adjacent parcel to fulfill current and future parking needs associated with the Premises leased herein. As a result, the leases are being linked. Any default of the January 19, 1999 lease shall also be a default of this Lease. Any assignment or termination of the January 19, 1999 Lease shall assign or terminate this Lease. Also, any default of this Lease shall be a default of the January 19, 1999 Lease. Any assignment or termination of this Lease shall assign or terminate the January 19, 1999 Lease.

4. All other terms and conditions of the LEASE AGREEMENT dated August 26, 1992 above referenced, except as herein amended to the contrary, are confirmed, ratified and continued in all respects and are to remain in full force and effect. This agreement shall bind and inure to the benefit of the successors and assigns of the Lessor and the successors and assigns of the Lessee.

AMENDMENT TO LEASE AGREEMENT
LESSOR: PORT OF SKAGIT COUNTY
LESSEE: JONES, JONES AND JONES, INC.

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