

AFTER RECORDING RETURN TO:

Department of General Administration
Buildings, Grounds & Real Estate Services
PO Box 41015
Olympia, WA 98504-1015



200605110077

Skagit County Auditor

5/11/2006 Page

1 of

4 11:06AM

Lease No. SRL 05-0110
SR 002-01-06

(Olympia) AAJ/ij

Page 1 of 4

Date: March 29, 2006

LEASE AMENDMENT

This Lease Amendment No. 1 modifies that certain Lease Number SRL dated 05-0110, recorded under Skagit County number 200511020033, and is made and entered into between Dan R. Mitzel, a individual whose address is 1111 Cleveland Avenue, Suite 203, Mount Vernon, Washington 98273, hereinafter called the Lessor, and the State of Washington, Department of Transportation, acting through the Department of General Administration, hereinafter called the Lessee.

Legal description of leased premises:

Tax Parcel Number: P112796

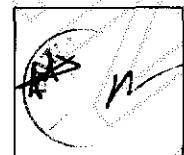
Common Street Address: 1043 Goldenrod Road, Burlington, Washington 98233

8463
Approximately ~~8384~~ BOMA rentable square feet of office space together with forty (40) parking spaces located at 1043 Goldenrod Road, Burlington, Washington 98233, legally described as follows:

(DK12) Lot 4 Short Plat BURL-4-94 recorded under AF#9505240069 in Volume 11 Page 204 and 205 Short Plats, being a portion of North ½ of the South ½ of the southwest ¼ of the northeast ¼ of Section 6, Township 34 North, Range 4 East. EXCEPT that portion of Lot 4 Short Plat BURL-4-94 described as follows:

Commencing at the northeast corner of said Lot 4; thence North 88° 59'18" West, along the North line thereof, a distance of 239.06 feet to the true point of beginning; thence South 1°00'42" West, a distance of 181.20 feet to the South line of said Lot 4; thence North 88°54'58" West, along the South line thereof, a distance of 315.57 feet to the Southwest corner of said Lot 4; thence North 0°01'24" West, along the West line thereof, a distance of 63.45 feet to the southwest corner of Lot 1 of said short plat; thence the following courses along the South lines of Lot 1 and Lot 2 of said short plat: thence South 82°24'41" East a distance of 7.40 feet; thence North 85°47'46" East, a distance of 78.55 feet; thence North 18°39'46" East, a distance of 49.90 feet; thence South 88°59'18" East, a distance of 40.28 feet; thence South 88°59'18" East, a distance of 138.11 feet to the southeast corner of said Lot 2; thence North 1°00'42" East, a distance of 63.52 feet to the southwest corner of Lot 3 of said short plat; thence South 88°59'18" East, a distance of 37.61 feet to the true point of beginning. Also EXCEPT that portion of Lot 4 Short Plat BURL-4-94 described as follows:

Beginning at the northeast corner of said Lot 4; thence North 88°59'18" West, along the North line thereof, a distance of 239.06 feet; thence South 1°00'42" West, a distance of 27 feet; thence South 88°59'18" East parallel to the North line of said Lot 4, a distance of 243.63 feet to the West right-of-way line of Goldenrod Road as shown on said Short Plat; thence North 8°36'09" West, along said West line, a distance of 27.38 feet, more or less to the point of beginning.



The purpose of this Lease Amendment is as follows:

- 1) To remove the legal description from the original lease dated October 6, 2005 and replace with the legal description herein above.
- 2) To delete paragraph 4. Rental Rate and replace with the following:

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

W/LAS
Two Eighty-four Nine 11,284.09 per month
Eleven Thousand One Hundred Seventy-eight Dollars and Seventy-six Cents \$11,178.76 per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

- 3) To delete paragraph 6. Expenses and replace with the following:

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, exterior window washing, and maintenance and repair as described below.

6.1. Lessee shall pay for only garbage collection, natural gas, electricity, janitorial service, restroom supplies, light bulbs and tubes.

W/LAS
6.2. Lessee shall reimburse Lessor for its prorata share of the following costs: water and sewer. Lessor shall submit a monthly voucher (with a copy of all bills and proof of payment for which reimbursement is requested) to be paid by Lessee for its prorata portion based on Lessee's leased space. Lessee occupies 8,384 square feet or 56 percent of the total building and shall pay 56 percent of such charges.
8463 62.6 62.6

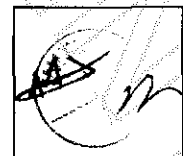
- 4) To delete paragraph 13. Remodel and replace with the following:

REMODEL

13. The Lessor shall, at Lessor's sole cost and expense, on or before November 20, 2005, complete in a good and workmanlike manner alterations as noted on the attached plan #157-05-05 (Exhibit "A"), approved by the Design Manager on September 8, 2005, also with attached specifications approved by the Design Manager on September 8, 2005, initialed by both parties hereto and incorporated herein by reference.

Lessor shall be reimbursed \$21,042.05, which includes Washington State sales tax upon satisfactory completion of the above mentioned alterations, as verified by the Design Manager. Lessee shall make such payment in cash or state warrant, upon receipt of Authority to Pay from the Design Manager.

13.1. The Lessor shall, at Lessor's sole cost and expense, on or before May 1, 2006, complete in a good and workmanlike manner alterations as noted on the attached plan #002-01-06 (Exhibit "A"), approved by the Design Manager on February 5, 2006, also with attached specifications approved by the Design Manager on February 5, 2006, initialed by both parties hereto and incorporated herein by reference.



200605110077
Skagit County Auditor

5/11/2006 Page

2 of

4 11:06AM

Lessor shall be reimbursed \$4,147.50, which includes Washington State sales tax upon satisfactory completion of the above mentioned alterations, as verified by the Design Manager. Lessee shall make such payment in cash or state warrant, upon receipt of Authority to Pay from the Design Manager.

All other terms, conditions, covenants, and amendments to this Lease, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is May 1, 2006.

IN WITNESS WHEREOF, the parties subscribe their names.

LESSOR, Dan R. Mitzel

By: [Signature]

Title: Owner

Date: 4/6/06

STATE OF WASHINGTON

Department of Transportation

Acting through the Department
of General Administration

[Signature]
Robert A. Bippert, Senior Deputy Assistant Director
Buildings, Grounds & Real Estate Services

Date: 5/10/06

RECOMMENDED FOR APPROVAL:

[Signature]
Andrew Jenkins, Real Estate Agent
Buildings, Grounds & Real Estate Services

Date: 5/4/06

APPROVED AS TO FORM:

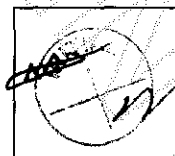
[Signature]
Assistant Attorney General

Date: 5/8/06



200605110077

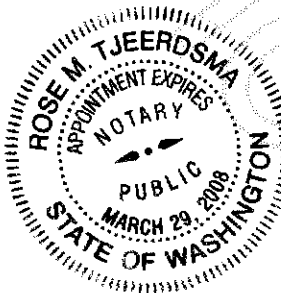
Skagit County Auditor



STATE OF WA)
) ss.
County of Skagit)

I, the undersigned, a Notary Public, do hereby certify that on this 12 day of April, 2006 personally appeared before me Dan R. Metz to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

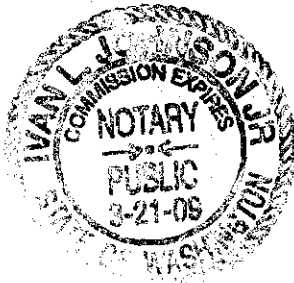


Rose Tjeerdsma
Notary Public in and for the State of Washington,
Residing at Burlington
My commission expires 3/29/08

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 10th day of May, 2006, personally appeared before me Gloria R. Fletcher ^{son} ROBERT A. BIPPERT, Senior Deputy Assistant Director, Buildings, Grounds & Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Ivan L. J. J.
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 3-21-09



200605110077
Skagit County Auditor