



201806010062

06/01/2018 02:15 PM Pages: 1 of 20 Fees: \$143.00
Skagit County Auditor

After recording return to:

Karrie McCrea
Skagit County Facilities Management
1800 Continental Pl
Mount Vernon, WA 98273

Document Title:

Second Amendment to Lease Agreement (#C20020308 & #A20050197)

Reference Number: N/A

Lessor:

Skagit County, a Washington municipal corporation

Lessee:

Humane Society of Skagit Valley, a Washington public benefit corporation

Abbreviated legal descriptions:

Full legal on page 7.

Parcel Number: P36851 / 350418-003-0000
(3.7300 ac) TR IN N1/2 NE1/4 NE1/4 E OF ST RD
18/35/04

Parcel Number: P36852 / 350418-1-004-0009
(6.4600 ac) S1/2 NE1/4 E1/4 E OF CO RD LESS RDS
18/35/04

I, Don Fitting, am hereby requesting an emergency nonstandard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

5-31-18

**SECOND AMENDMENT to
LEASE AGREEMENT (#C20020308 & #A20050197)**

THIS SECOND AMENDMENT (herein "Amendment") to that certain Lease Agreement (defined herein below) is made and entered into by and between the Humane Society of Skagit Valley, a Washington public benefit corporation ("Lessee"), and Skagit County, a Washington municipal corporation ("Lessor"). Lessee and Lessor may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated August 19, 2002 (Skagit County Contract # C20020308), as amended by Amendment "1" to Lease Agreement dated December 12, 2005 (Skagit County Contract # A20050197), collectively herein the "Lease Agreement" or "lease"; and,

WHEREAS, in the interest of clarity, the parties have mutually determined that it would be appropriate and beneficial for the parties to revise the terms of Lease Agreement, and accordingly the parties mutually desire to modify the terms of the Lease Agreement pursuant to the terms of this Amendment herein.

NOW THEREFORE, in consideration of the forgoing, and following terms and conditions, the parties mutually agree as follows:

A. TERMS OF AMENDMENT: The terms of the Lease Agreement are hereby revised as follows:

A.1 Term: Section 3 of the lease is amended as follows: The parties recognize and agree that the term of the Lease Agreement shall be until December 12, 2040. Neither party shall have the ability to terminate the Lease Agreement prior to December 12, 2040 without the duly authorized written agreement and consent of the other party (except in the event of default by Lessee).

Upon mutual execution of this Amendment by the parties, a true and correct copy of the Lease Agreement (including this Amendment) shall be promptly recorded with the Skagit County Auditor's Office.

A.2 Assignment and Subletting: Lessee shall not assign this lease, or any party thereof, and shall not let or sublet the whole or any portion of the premises, without the duly authorized prior written consent of Lessor. Lessor may assign this lease without the consent or approval of Lessee. This lease shall be assignable by operation of law. Should Lessor sell, convey, or transfer the premises during the term of hereof, this lease shall automatically be assigned by Lessor to any subsequent owner(s) of the premises without any further action of the parties, subject to the terms of RCW 36.34.180 requiring authorization for such lease assignment by resolution of the Skagit County Board of

Commissioners. Any assignment of this lease shall not extinguish or diminish the liability of Lessee. If consent is given once by Lessor to the assignment of this lease, or any interest herein, Lessor shall not be barred from afterward refusing to consent to any further assignment or insisting on performance by the prime Lessee. It is agreed that this lease and all rights of the Lessee hereunder shall, at the option of the Lessor, terminate upon the Lessee being adjudicated bankrupt or being declared insolvent in a receivership proceeding. A successor of Lessor's interest in the lease will be bound to the Lessee under all of the terms, covenants, and conditions of the lease for the unexpired balance of its remaining term with the same force and effect as if the successor were the Lessor.

A.3 **Phase 1 Completion:** Lessor and Lessee hereby acknowledge that the "Phase 1" improvements as described in Amendment "1" to the Lease Agreement dated December 12, 2005 (Skagit County Contract # A20050197) have been timely completed by Lessee.

A.4 **Quiet Possession:** Lessor hereby covenants and agrees that at all times during the term hereof, provided Lessee is not in default hereunder, Lessee shall have full, peaceful, and quiet enjoyment of the premises. Lessee specifically recognizes and agrees that the operation of a gravel quarry (and/or similar and related uses and/or operations) by Lessor (and/or by Lessor's successor[s], tenant[s], and/or assign[s]) on Lessor's property adjacent to and in the vicinity of the premises does not interfere with Lessee's full, peaceful, and quiet enjoyment of the premises, and that such activities do not constitute a breach of this Lease Agreement. Lessee specifically recognizes, consents to, and agrees that the operation of a gravel quarry on Lessor's property adjacent to and in the vicinity of the premises may change, increase, and intensify at any time.

B. ALL OTHER TERMS: All other terms and conditions of the Lease Agreement shall remain unchanged, unmodified, and in full force and effect EXCEPT as modified by this Second Amendment.

C. COUNTERPARTS: This Amendment to the Lease Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

LESSEE:

**HUMANE SOCIETY OF SKAGIT VALLEY,
a Washington public benefit corporation.**

By: Janine Cofa
Print Name: Janine Cofa
Governing Person
Date: May 9th, 2018

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Tanise Ceja, is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was duly authorized execute the instrument and acknowledged it as a Governing Person of the Humane Society of Skagit Valley, a Washington public benefit corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 9th day of May, 2018.



Candice Hamilton
Notary Public
Print name: Candice Hamilton
Residing at: Sedro Woolley
My appointment expires: 08/10/2021

LESSOR:

DATED this 29 day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Chair

Lisa Janicki

Lisa Janicki, Commissioner

Ron Wesen

Ron Wesen, Commissioner

Attest:

Linda Hanna
Clerk of the Board

Authorization per
Resolution R20050224:

Recommended:

[Signature] 5-16-18
Department Head

County Administrator

Approved as to form:

[Signature] 5/18/18
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (5-22-18)
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

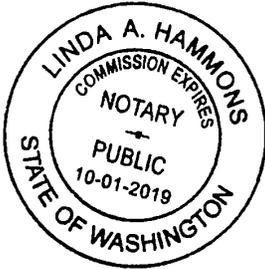
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Lisa Janicki, and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 29 day of May, 2018.

(SEAL)

Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County, WA
My appointment expires: 10-01-2018



Yearve2\prole\w\documents\5462-001\Humane Society of Skagit County\Agreement\249311.docx

LEASE AGREEMENT No. _____

THIS LEASE AGREEMENT is executed this 19th day of August 2002, between, Humane Society of Skagit Valley hereinafter " Lessee ", and SKAGIT COUNTY, a municipal corporation, hereinafter " Lessor ".

WITNESSETH:

1. Leased Premises. The Lessor does hereby lease to Lessee, and the Lessee does hereby lease from the Lessor, the following legally described property, commonly known as 18911 Kelleher Road, Burlington, Washington, 98233 hereinafter called "premises";

Legal Description:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE COUNTY ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON SURVEY RECORDED IN VOLUME 21 OF SURVEYS, PAGES 126 THROUGH 128, UNDER AUDITOR'S FILE NO. 9902110013, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 86°41'45" WEST 1186.30 FEET ALONG THE NORTH LINE OF SAID SECTION 18 AS SHOWN ON SAID SURVEY TO THE EASTERLY LINE OF THE KELLEHER ROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF KELLEHER ROAD ON AN ARC CONCAVE TO THE NORTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 13°31'23" EAST AND RADIUS OF 1,860.00 FEET, THROUGH A CENTRAL ANGLE OF 8°39'35", AN ARC DISTANCE OF 281.12 FEET AS SHOWN ON SAID SURVEY TO A CORNER OF SAID SURVEY; THENCE NORTH 67°49'02" EAST 350.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST THE CENTER OF SAID CURVE BEING NORTH 67°49'02" EAST 1,510.00 FEET FROM SAID POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1,510.00 FEET, THROUGH A CENTRAL ANGLE OF 10°23'02", AN ARC DISTANCE OF 273.66 FEET; THENCE SOUTH 25°15'20" WEST 105.39 FEET; THENCE SOUTH 32°36'48" EAST 124.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 32°36'48" EAST 400.07 FEET; THENCE SOUTH 56°17'42" WEST 250.00 FEET TO SAID EASTERLY MARGIN OF KELLEHER ROAD; THENCE NORTH 33°42'18" WEST 400.00 FEET TO A POINT THAT IS SOUTH 56°17'42" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 56°17'42" EAST 257.62 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER INSTRUMENTS OF RECORD. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

2. Use/Purpose. The premises are to be used by Lessee for the operation of an animal shelter and for no other business or purpose without the written consent of Lessor, which consent shall not be unreasonably withheld.
3. Term. The term of this lease shall be for 10 years and shall commence on the date of the Lessor's signing of this lease, and terminate ten years from that date. Either Party may terminate this lease by giving Lessee 30 days written notice.
4. Rental. Lessee agrees to pay Lessor, as rent, the sum of one dollar per year.
5. Utilities. Lessee shall contract for and shall promptly pay to the applicable utility companies all charges for gas, sewer, water, garbage, electricity, telephone, and/or other utility installation, use, or consumption upon the leased premises.
6. Assignment and Subletting. Lessee shall not assign this lease, or any part thereof, and shall not let or sublet the whole or any portion of the premises, without prior written consent of Lessor or Lessor's agent. This lease shall not be assignable by operation of law. Any assignment of this lease shall not extinguish or diminish the liability of Lessee. If consent is once given by Lessor to the assignment of this lease, or any interest herein, Lessor shall not be barred from afterward refusing to consent to any further assignment or insisting upon performance by the prime Lessee. It is agreed that this lease and all rights of the Lessee hereunder shall, at the option of the Lessor, terminate upon the Lessee being adjudicated bankrupt or being declared insolvent in a receivership proceeding, making any assignment for the benefit of creditors, or in the event of any other assignment by operation of law of the Lessee's rights.
7. Lessee's Property. All personal property and/or fixtures placed upon said premises by Lessee shall be at the risk of Lessee.
8. Alterations. Lessee shall not make any alterations, additions, improvements on said premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld, and all alterations, additions, and improvements, which shall be made, shall be at the sole cost and expense of the Lessee. All improvements made by Lessee shall remain a part of the premises upon termination of the lease, and the said improvement shall become the absolute property of the Lessor, without cost or obligation on the part of the Lessor to reimburse Lessee in any regard. Lessor shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee for the purpose of making any changes and/or alterations in and to the premises.
9. Casualty Insurance. Lessor agrees to keep the building adequately insured against loss by fire and normal extended coverage, and Lessee agrees to keep adequate insurance loss of damage by fire and normal extended coverage on all of its

equipment and property located on the premises and to hold Lessor harmless from any lawsuit resulting from any form of damage caused to any said personal property owned by Lessee. The Lessee shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Lessee's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the Lessor. A certificate of insurance naming the County, its elected officers, and employees as additional insureds shall accompany this Contract for signing. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto.

10. Governmental Fees. All fees, taxes, and governmental charges payable by Lessee to the county, and state during the life of this lease, resulting from Lessee's operations, shall be paid by Lessee.
11. Covenant to Hold Harmless. Lessee shall indemnify and hold harmless Lessor and/or Lessor's agent and assigns from all damages of every kind and nature whatsoever and all expenses arising therefrom that may be claimed to accrue by reason of any occurrence upon or about the premises leased by Lessee which is attributable to the Lessee's negligence. All personal property in the premises shall be at the risk of Lessee only. Lessee agrees to indemnify and hold Lessor harmless from any and all claims by or on behalf of any firm or corporation arising from the conduct or management of the business conducted in or about the premises by Lessee, or from work or things done by Lessee in or about the premises. The Lessee will indemnify and save Lessor harmless against and from any and all claims arising during the term of this lease, which are attributable to the negligence of the Lessee. The Lessee will further indemnify and save Lessor harmless against any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed hereunder or arising from any act or negligence of Lessee or any of its agents, contractor, servants, employees, or licensees in or about the premises, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and in case of any action or proceeding be brought against Lessor by reason on any such claim, Lessee, upon notice by Lessor, covenants to resist or defend such action or proceeding by attorneys reasonably satisfactory to Lessor.
12. Quiet Possession. Lessor hereby covenants and agrees that at all times during the term hereof, provided Lessee is not in default hereunder, Lessee shall have full, peaceful, and quiet possession of the premises.
13. Right to Enter. The right is reserved to Lessor, its agent and workmen, at all reasonable times, to enter upon any part of the property for the purpose of inspecting and making any repairs which Lessor may deem necessary for the protection or preservation of the property.
14. Default and Re-Entry. If Lessee shall violate or default in any of the covenants and agreements herein contained, then Lessor may cancel this lease upon giving the notice required by law.

15. Nonwaiver of Breach. The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one of more instances shall not be construed to be a relinquishment of such or any other covenants or agreements, but the same shall be and remain in full force and effect.
16. Costs and Attorney's Fees. If, by reason of any default on the part of either party, it becomes necessary for either party to employ an attorney, or in case either party shall bring suit to recover any rent due hereunder, for any breach of any provision of this lease, or to recover possession of the leased premises, or if either party shall bring any action arising from this lease for any form of relief, declaratory or otherwise, arising out of this lease, the prevailing party shall have and recover *against the other party and, in addition to the costs allowed by law, such sum as the court may adjudge to be reasonable attorney's fee.* In the event Lessee defaults in payment of the rent, Lessee agrees to pay for cost of any collection agency or attorney employed by Lessor for purpose of collecting said rent.
17. Notices. Notices and demands shall be forwarded by certified mail, postage prepaid to:
- Lessee: Humane Society of Skagit Valley
18911 Kelleher Road
Burlington, WA 98233
- Lessor: Skagit County
700 South 2nd Street, Room 202
Skagit County Administration Building
Mount Vernon, WA 98273
18. Relationship of Parties. This lease, or any part hereof, is not to be construed as a joint enterprise, a partnership, or any other relationship, except that of Lessor and Lessee.
19. Heirs and Successors. Subject to the provisions hereof, pertaining to the assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, the representatives, and successors and assigns of any or all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LESSEE:

LESSOR:

Sandra A Nelson Director
Authorized Signatory

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sandra A Nelson
(Please print name)

Don Munks
Don Munks, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Ted W. Anderson
Ted W. Anderson, Commissioner

Approved as to Content:

Approved as to Content:

R. S. Howard
Roger S. Howard, Architect
Director, Facility Management

RE: Indemnification and Insurance

Billie Kadrmas
Billie Kadrmas Risk Manager

Approved as to Budget:

Approved as to Form:

Brad Whaley
Brad Whaley, Budget Manager

Hilary Thomas
Hilary Thomas, Civil Deputy

ATTEST:

Joanne Giesbrecht
Joanne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

PRODUCER Wallace & Associates P.O. Box 405/200 Fairhaven Burlington WA 98233 Phone: 360-755-0631 Fax: 360-755-9389		THIS CERTIFICATE IS SUBJECT TO THE INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Humane Society of Skagit Valley 18911 Kalleher Rd Burlington WA 98233		INSURERS AFFORDING COVERAGE INSURER A: American States Insurance Co. INSURER B: SKAGIT COUNTY INSURER C: INSURER D: Contract # C20020308 INSURER E:	

COVERAGES Page 6 of 6

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01CE904041-2	04/14/02	04/14/03	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				VIC STATUTORY LIMITS TOTAL ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Skagit County, its elected officials, and employees are named as Additional Insureds with respect to their interest in business operations of the named insured.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Additional Insured Skagit County Risk Management 700 S 2nd Mt Vernon WA 98273	SKAGITC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Eric Dykstra

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ED DATE (MM/DD/YY)
 06/01/2018 02:50:00 PM Page 1 of 1 02/27/03

PRODUCER
 Wallace & Associates
 P.O. Box 405/200 Fairhaven
 Burlington WA 98233
 Phone: 360-755-0631 Fax: 360-755-9389

INSURED
 Humane Society of
 Skagit Valley
 18911 Kallehar Rd
 Burlington WA 98233

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: American States Insurance Co.
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CE904041-3	04/14/02	04/14/04	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Skagit County, its elected officials, and employees are named as Additional Insureds with respect to their interest in business operations of the named insured.

CERTIFICATE HOLDER	Y ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
Additional Insured Skagit County Risk Management 700 S 2nd Mt Vernon WA 98273	SKAGITC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Eric Dykstra

C 20020308

AMENDMENT "1"
AMENDMENT TO LEASE AGREEMENT

Lessee: Humane Society of Skagit Valley
Lessor: Skagit County, a Municipal Corporation

Humane Society of Skagit Valley, hereinafter called "Lessee," and Skagit County, a municipal corporation, hereinafter called "Lessor" agree to amend original lease agreement #C20020308, as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT:

Leased Premises: The Lessor herein leases to Lessee the following described property. A portion of which is commonly known as 18911 Kelleher Road, Burlington, WA. An additional portion to the west is also included, all property legally described as;

That Portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 35 North, Range 4 East, W.M., lying Easterly of the County Road and being more particularly described as follows: Commencing at the Northeast corner of said Section 18, as shown on Survey recorded in Volume 21 of Surveys, pages 126 through 128, under Auditor's File No. 9902110013, records of Skagit County, Washington; Thence North $86^{\circ} 41' 45''$ West 1186.30 feet along the North line of said Section 18 as shown on said Survey to the Easterly line of the Kelleher Road; Thence Southeasterly along SAID Easterly line of Kelleher Road on an arc concave to the northeast, having an initial tangent bearing of South $13^{\circ} 31' 23''$ East and radius of 1,860.00 feet, through a central angle of $83^{\circ} 35''$, an arc distance of 281.12 feet as shown on said Survey to a corner of said Survey and the TRUE POINT OF BEGINNING; thence north $67^{\circ} 49' 02''$ East 350.00 feet to a point on a curve concave to the northeast the center of said curve being north $67^{\circ} 49' 02''$ east 1,510.00 feet from said point; thence southeasterly along the arch of said curve having a radius of 1,510.00 feet, through a central angle of $10^{\circ} 23' 02''$, an arc distance of 273.66 feet; thence south $25^{\circ} 15' 20''$ west 105.39 feet; thence south $32^{\circ} 36' 48''$ east 524.97 feet; thence south $56^{\circ} 17' 42''$ west 250.00 feet to said easterly margin of Kelleher Road; thence north $33^{\circ} 42' 18''$ west 549.21 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 1,860.00 feet, through a central angle of $11^{\circ} 31' 20''$, an arc distance of 374.05 feet to the TRUE POINT OF BEGINNING.

Subject to and together with easements, reservations, restrictions, and other instruments of record. Situate in the County of Skagit, State of Washington.

A map of the leased area is attached as Exhibit "A".

Term: As allowed by RCW 36.34.180 the term of this amendment shall be for 35 years from the date of the Board of County Commissioners' signature.

Lessee Obligation: As required by RCW 36.34.180, Lessee shall make improvements to the Leased Premises described as Phase 1 in Exhibit "B" pages 1 and 2 within three years from the date of this amendment. Failure of Lessee to complete Phase 1 improvements shall cause this lease to terminate. No change or modification of Phase 1 plans shall be made unless first approved by the Board of County Commissioners.

All other terms and conditions of the original agreement shall remain in effect.

Lessee:
Date: _____

Humane Society of Skagit Valley
18911 Kelleher Road
Burlington, WA 98233

Sandy Nelson, Director
Sandy Nelson, Director

Lessor:
Date: December 12, 2005

SKAGIT COUNTY
A MUNICIPAL CORPORATION
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Don Munks
Don Munks, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

ATTEST:
JoAnne Giesbrecht
JoAnne Giesbrecht, Clerk
Skagit County Board of Commissioners

ABSENT
Ted W. Anderson, Commissioner

For contracts under \$5000

County Administrator
(Authorization per Resolution #R20030146)

APPROVED AS TO BUDGET:

Trisha Logue
Trisha Logue
Budget/Finance Administrator

APPROVED AS TO CONTENT:

Roger S. Howard
Roger S. Howard, Architect
Director, Facility Management Department

APPROVED AS TO FORM:

Billie Kadrmas
Civil Deputy
Prosecuting Attorney's Office

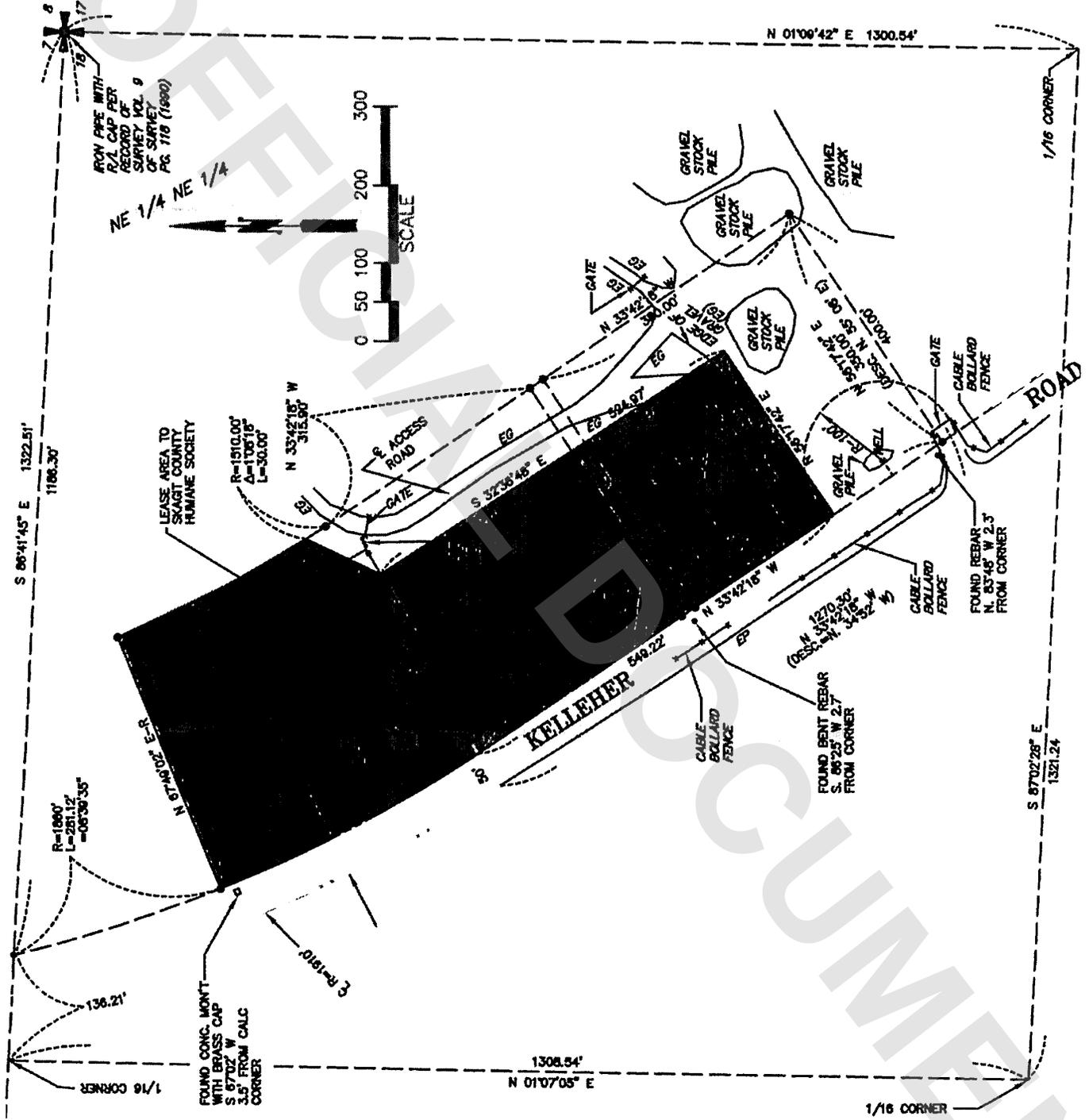
APPROVED AS TO CONTENT:
Re: Indemnification and Insurance

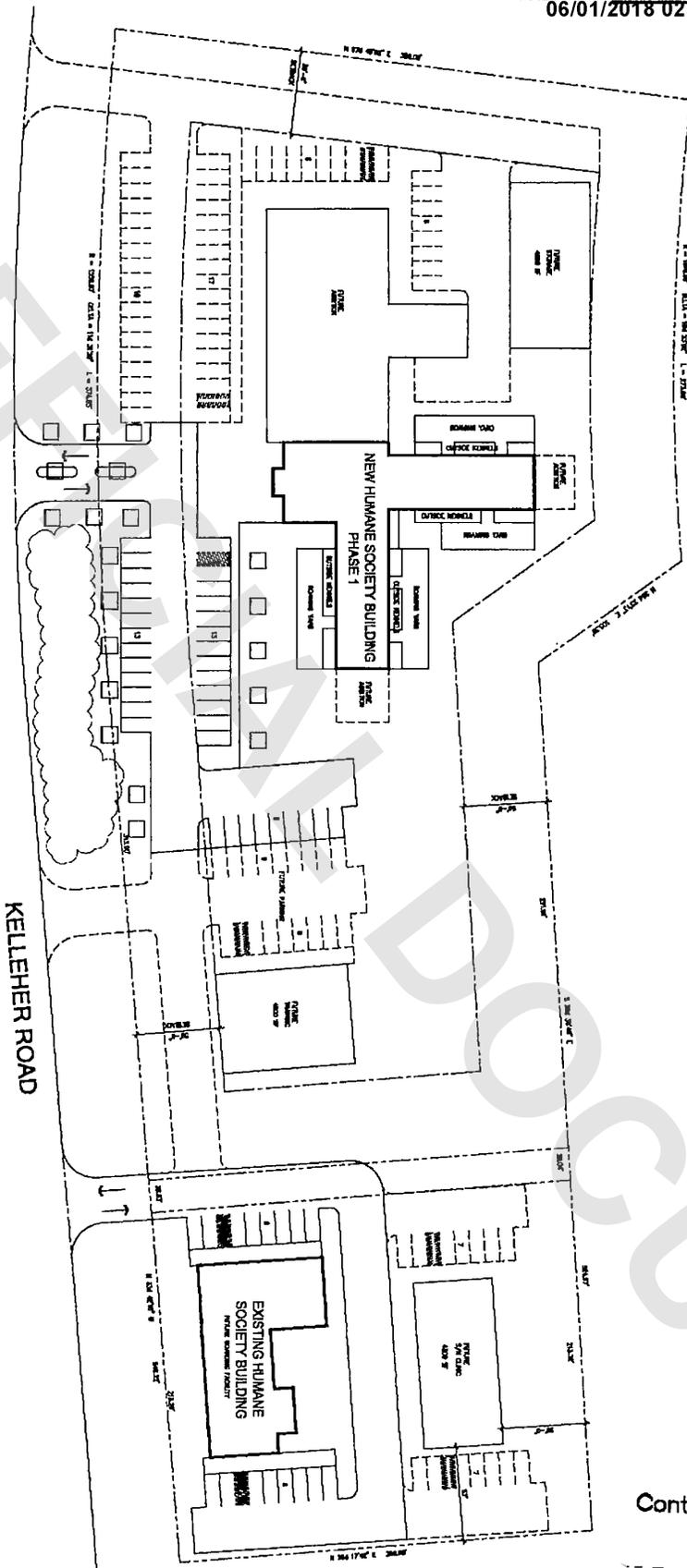
Billie Kadrmas
Billie Kadrmas, Risk Manager

SKAGIT COUNTY
Contract # A20050197

EXHIBIT "A"

PAGE 1 OF 1





UNOFFICIAL

DOCUMENT

Humane Society of Skagit Valley

General notes and Outline Specifications

Project to include all Work required providing new facility for Skagit Valley Humane Society.

Phase 1 is to be completed within 3 years and is to include New Main Building of approximately 12,000 SF. Future Phases include an addition to the Main building of approximately 6000 SF. Future Phases also include a separate storage Building of 4800 SF; a Training Building of 4800 SF; a Spay and Neuter Clinic of 4800SF and a remodel of the existing Facility for boarding. Site Work will only include that required for each separate phase other than that which requires complete installation to function.

Construction Documents will only include those required for each Phase and will include Stamped Architectural, Civil Engineering, Structural and Soils Engineering. Other Consultants may be engaged as required.

Foundation

Re-inforced Concrete foundations per Structural Engineers Drawings shall be Slab on Grade over 6" of Granular fill over a vapor barrier. Concrete slab floors at Dog kennels will slope to Floor drains and may include radiant floor heat. Colored concrete will be used in Public areas exposed to view. It is expected that conventional footings will be sufficient considering the nature of the soils. (Gravel)

Wall Construction.

Office Area- Conventional wood framing with 2x6 studs, ½" sheathing, Wood Board and Batten siding, R-19 insulation and 5/8" gypsum sheathing.
Dog Kennel- Pre-cast concrete walls to a height of 8'-2" and Conventional wood framing above.
Cat Area, Receiving and Treatment areas- Conventional Wood Frame construction with FRP or Plastic Laminate wall coverings at wear surfaces and clean Areas.
Laundry, Isolation area. – Concrete Masonry walls, Painted.

Roof Construction.

All roofs will be either Stick Framed with Glu-lam structural elements as needed. Roofing will be Metal Standing Seam. Insulation will be as required per Washington State Energy Code.

Mechanical

Conventional Forced Air Heat and Cooling will be provided in the Office Areas. The animal areas will be heated with in floor Radiant Heat. (A potential alternate is electric Radiant Ceiling Panels) Ventilation to the Animal areas will be separate for each wing of building to avoid transfer of airborne bacteria.

Electrical

Electrical Design will be by licensed Electrical Contractors and Phase I will provide the required Panel size for all Phases. Consideration for future solar panels will be designed to reduce power expenses for hot water.

Kennels

Kennel construction will be pre-cast concrete walls, 6'-2" high with integral color. Each kennel floor will slope to floor drains with removable covers. Clean outs will be provided at all connections and change of direction. A water flow clean out system will be considered as part of the flow protection. Cages will be supplied by others and be stainless steel and glass. Cat cages also will be supplied by others.

Storage and Training

The Construction systems will be either Pole Construction or conventional wood frame and be finished to a minimum standard to support the activities.

Spay and Neuter Clinic

The type and level of construction will be that of a standard, rural, wood frame Veterinary Clinic.

Boarding Facility

The existing Humane Society Build is to be re-modeled and converted to offices and kennels to provide boarding for Dogs. Kennel construction similar to the new building is planned.

SKAGIT COUNTY
Contract # A20050197

Page 5 of 6

ACORD CERTIFICATE OF LIABILITY INSURANCE

20180610062
 05/01/2004
 06/01/2004

DATE (MM/DD/YYYY)
 11/10/05

PRODUCER
 Wallace & Associates
 P.O. Box 405/200 Fairhaven
 Burlington WA 98233
 Phone: 360-755-0631 Fax: 360-755-9389

INSURED
 Humana Society of
 Skagit Valley
 18911 Kelleher Rd
 Burlington WA 98233

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Insurance Co.	19704
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CE904041-6	04/14/05	04/14/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				INC STATUS: TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Skagit County, it's elected officials, and employees are named as Additional Insureds with respect to their interest in business operations of the named insured.

CERTIFICATE HOLDER	CANCELLATION
SKAGITC Additional Insured Skagit County 1800 Continental Place Mount Vernon WA 98273	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Karilyn Markee <i>Karilyn Markee</i>