16170

#1829 Attachment I

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of this 24 day of January, 2008, by and between Curran Properties/Fairwood Square, LLC ("Landlord"), A Delaware limited liability company and King County Sheriff ("Tenant").

WITNESSETH

WHEREAS, Curran Properties/Fairwood Square, LLC ("Landlord") successor in interest to POB Apollo Fairwood, L.P., a Delaware limited partnership and King County Sheriff, ("Tenant") entered into a Lease dated May 1, 2005 referred to hereinafter as the "Lease"; for retail space located at 17620 140th Avenue, SE, C-10 in Renton, Washington (the "Premises").

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. <u>LEASE RENEWAL:</u> The Term of the Lease is hereby extended for three (3) years effective August 1, 2008 and expiring on July 31, 2011 (the "Expiration Date").

2. <u>TENANT IMPROVEMENTS:</u> Tenant accepts the Premises in "AS IS" condition.

3. <u>RENT:</u> Commencing August 1, 2008, Tenant's Fixed Minimum Rent obligation is as follows:

Time Period	Monthly Minimum Rent
8/1/08 - 7/31/09	\$1,925.00 <u>\$ (833.00)</u> security presence credit \$1,092.00 per month for rent
8/1/09 – 7/31/10	\$2,000.00 <u>\$ (833.00)</u> security presence credit \$1,167.00 per month for rent
8/1/10 - 7/31/11	\$2,05000 <u>\$ (833.00)</u> security presence credif \$1,217.00 per month for rent

Tenant is exempt from paying its' proportionate share of operating expenses which include property taxes, insurance and maintenance.

4. LANDLORD'S ADDRESS FOR NOTICES. All notices under this Lease shall be in writing effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Landlord as follows:

Curran Properties, L.P. c/o CCD Enterprises, Inc. 1555 132nd Avenue NE, Suite B Bellevue, Washington 98005

TENANTS BUSINESS ADDRESS FOR NOTICES. All notices under this Lease shall be in writing effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Landlord as follows:

> King County Sheriff 17620 140th Avenue, SE, Suite C-10 Renton, Washington 98058

> > **ORIGINAL**

5.

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AMENDMENT TO LEASE. This Amendment is and shall constitute an amendment to the Lease and shall be effective as of the date of this Amendment. Except as modified hereby, all of the terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

LANDLORD:

TENANT:

Curran Properties/Fairwood Square, LLC A Delaware limited liability company

By: CCD Enterprises, Inc., a Washington / corporation, its Manager

By:

6.

David M. Lamont

Its: President

By:

King County Sheriff Department

Its: Acting Sh

FOR AN ACKNOWLEDGMENT IN A CORPORATE CAPACITY:

State of) 55 County of

On this ______day of ______2008 before me personally appeared David M Lamont to me known to be the President of CCD Enterprises, inc., Manager of Curran Properties/Fairwood Square, L. L. C. the corporation that executed the within and foregoing instrument, and ecknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

Dated:

(SEAL OR STAMP)

Notary Public - Signature

State of_

Residing in

ORIGINAL

Appointment expires

Type or Print Name of Notary

U.12. Prop Membal2 - Fairwood Square Lease. Analysis & Summary Sheriff First Ana

LESSEE: King County, Washington

Ву: _____

Manager, Real Estate Services Section
Date:

APPROVED AS TO FORM ONLY:

Ву: _____

Senior Deputy Prosecuting Attorney

Date: _____

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