

**AMENDMENT NO. 1 TO  
LEASE AGREEMENT FOR PARADISE VALLEY CONSERVATION AREA**

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT FOR PARADISE VALLEY CONSERVATION AREA (the "First Amendment") is made and entered into this 12<sup>th</sup> day of July, 2018, by and between Snohomish County, a political subdivision of the State of Washington (the "County" or "Lessor"), and Foundation for Sustainable Community, d/b/a Farmer Frog, a Washington 501(c)(3) not for profit corporation (the "Lessee").

**RECITALS**

A. Whereas, Lessor and Lessee executed a Lease Agreement for Paradise Valley Conservation Area County Park dated April 13, 2017 (hereinafter "Lease" or "Original Agreement"); and Lessor has performed an updated Opinion of Value for the raw land and structures, and Lessor and Lessee wish to update the Base Rent section of the Lease to reflect the updated values for the raw land and structures in the updated Opinion of Value.

**FIRST AMENDMENT**

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, Lessor and Lessee agree to amend the Lease as follows:

1. Subsection 3.1 of the Original Agreement, entitled "Base Rent" is amended to read in its entirety as follows:

**3.1 Base Rent**

From and after the Execution Date, Lessee shall pay Lessor a "Base Rent" in advance, on or before the first day of each month of the Lease Term, in lawful money of the United States of America, without notice, deduction or offset, to Lessor's address set forth in Section 23 of this Lease, or to such other party or at such other place as Lessor may hereafter from time to time designate to Lessee in writing. The Base Rent shall consist of the rent for the Premises and shall be calculated as follows:

(1) The rent for the structures located within the Premises are set at \$6,130.00 annually and the land is \$3,500.00 plus 12.84% lease hold excise tax = \$9,630.00 + \$1,236.49 (LHET) = \$10,866.49 / 12 months = \$905.54 and is due each month of the Lease Term.

(2) Surface Water Management (SWM) Fees in 2018 are \$ 491.19 per year / 12 months  
=  
\$40.93 per month

For purposes of determining habitability, the house will be deemed habitable after the Lessor has (1) made the necessary repairs identified in the house inspection report; and (2) contacted the Health District to inspect the house; and (3) the Health District has approved the house for occupancy.

In the event that the Execution Date of this Lease occurs after the first day of the month, the monthly lease rent of the Premises for that first month shall be prorated based on the number of days remaining for that particular month.

(3) The Base Rent shall be reduced by the Lessor if improvements and alterations to the premises are: 1) approved in writing by the Lessor prior to those improvements or alterations being made; 2) agreed rent reduction is determined by mutual agreement of Lessor and Lessee; 3) completed by Lessee and; 4) inspected and approved by Lessor. Improvements and alterations contemplated are (but not limited to): upstairs renovation of the house; downstairs renovation of the house; main floor renovation of the house; installation of an ADA compliant path to the downstairs; driveway upgrade; interior and exterior painting; etc. For purposes of calculating the reduction, Lessee will submit to Lessor documentation of purchased materials/supplies and labor. For purposes of such reduction, materials/supplies will be calculated at actual cost to Lessee and labor shall be calculated at the current value placed on volunteer labor (either as published by the State of Washington and/or in a website, [https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time)) and/or at an agreed upon hourly rate prior to work commencing. Exhibit E includes tracking of accumulated labor, materials and equipment.

As of 12/31/2017 the Lessee has accumulated \$ 232,589.45 credit based on documents materials/supplies, volunteer hours and administrative overhead.

2. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

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

**LESSOR:**

Snohomish County, a political subdivision  
of the State of Washington

By   
Name: Kristin  
Title: Executive Director

**LESSEE:**

Foundation for Sustainable Community, DBA  
Farmer Frog  
a Washington 502(c)(3) not for profit  
corporation

By SOFIA PASZTOR  
Name: Sofia Pasztor  
Title: Executive Co Director  
V.P.

Approved as to form