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BOOK 253 PAGE 561

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W. H. H. H.
J. MICHAEL S. HAVISON

Return Address: A&T
PO BOX 789
Stevenson, Wa 98648

Document Title(s) or transactions contained herein:	
1st Amendment to Lease	
GRANTOR(S) (Last name, first name, middle initial)	
Jermann, Ann L., Trustee	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
A&T Stores, Inc.	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
S1, T2N, R7EWM	
<input type="checkbox"/> Complete legal on page 16 of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
Book 151 Page 156	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
02 07 01 11 3100 00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of this 3rd day of February, 2003, by and between ANN L. JERMANN, Trustee of the Ann L. Jermana Living Trust dated October 8, 1999, ("Lessor"), and A&J STORES, INC., a Washington corporation, ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease dated July 14, 1995 ("the Lease") for 11,650 square feet of floor area ("the Premises"), a Memorandum of Lease was recorded on 7/17, 1995 as Book 151 and Page 56/57 the records of Skamania County, Washington, more particularly described in Exhibit "A" to the Lease and Memorandum of Lease, located in Stevenson, Skamania County, Washington;

WHEREAS, the Lessee wishes to increase its sales space and Lessor has additional space in the leased premises; and

WHEREAS, the Lessor is willing to lease an additional four thousand twenty three feet of space to Lessee according to the terms and conditions set forth herein; and

WHEREAS, Lessee plans to invest considerable capital in expanding into the new space, thus enhancing the value of the premises; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms hereof,

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Lessor and Lessee hereby agree that the Lease is amended as follows:

1. **Definitions:** Any term which is capitalized, but not defined in this Amendment, which is capitalized and defined in the Lease, shall have the same meaning for purposes of this Amendment as it has for purposes of the Lease.

2. **Integration of the First Amendment of the Lease:** This Amendment and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail.

3. **Modification of Lease:** The following Lease sections are modified effective February 4, 2003 as follows:

(a) **Paragraph 1. Premises:** All references to "11,650" square feet is hereby changed in this paragraph to "15,673" square feet.

(b) **Paragraph 8. Lessee's Possession.** It is agreed by the parties hereto that the terms and conditions of this lease, as amended herein, shall become effective immediately. Lessee may enter upon and take possession of the newly-leased premises to begin construction effective FEB 30, 2003 and Lessee shall begin paying rent based upon the additional square footage effective APRIL 30, 2003, the "Commencement Date".

(c) **Paragraph 11. Mortgages.** Change the internal reference to "Paragraph 11" to "Paragraph 9".

(d) **Paragraph 21. Property Taxes and Assessments.** "11/16" (as modified to reflect the actual square feet) is hereby changed in this paragraph to "15,673/15,673". Add, "Taxes for the year 2002 shall be prorated."

(e) **Paragraph 23. Change title "Lessee's Alterations" to "Alterations".** Add to the end of the paragraph the following sentence: Lessor may make no alterations or additions to the premises during the term of this lease and any extensions thereof, except to the interior of any portion of the premises retained by Lessor, without Lessee's prior written consent, which consent shall not unreasonably be withheld. Lessor shall be solely responsible for constructing a new means of access to the Lessor's premises. Lessor understands Lessee intends to disconnect all ductwork to the HVAC unit presently serving Lessor's premises. Lessor shall be solely responsible to install a separate HVAC unit and ductwork for Lessor's premises. Lessor shall be entitled to place such a structure on the roof of the facility without Lessee's prior written consent, provided it is consistent with the other HVAC units on the structure and is recessed as far front the front of the building as is practical.

(g) **Paragraph 30. Liability and Fire Insurance.** All references to "11,650" is hereby changed in this paragraph to "15,673". Each party shall be solely responsible for maintaining their respective premises in a safe condition.

(i) **Exhibit "A".** The reference in Exhibit "A" to "11,650" square feet is hereby changed to "15,673".

4. **Severability.** If any portion of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provisions did not exist herein.

5. **Lease in Full Force and Effect.** Except to the extent expressly stated, modified or amended herein, all other terms and conditions of the Lease shall remain and continue in full force and effect as originally written and shall apply to this Amendment, the Premises and the Lease as if in their entirety herein.

6. Miscellaneous.

A. Each provision of the Lease and this Amendment shall extend to and shall bind and inure to the benefit of Lessor and/or Lessee, their respective heirs, legal representatives, successors and assigns.

B. Time is of the essence for this Amendment and the Lease and each provision hereof.

C. Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Lessor and no duty or obligation on Lessor shall arise under this instrument until this instrument is signed and delivered by Lessor and Lessee; provided, however, the execution and delivery by Lessee of this instrument to Lessor or the agent of Lessor shall constitute an irrevocable offer by Lessee which offer may not be revoked for thirty (30) days after such delivery.

D. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute in one and the same instrument.

E. This Amendment and the Lease contain the entire agreement between Lessor and Lessee with respect to Lessee's leasing of the Premises. No prior agreement or understandings with respect to the Premises shall be valid or of any force or effect.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.


LESSOR:

THE ANN L. JERMANN LIVING
TRUST dated 10/8/99


ANN JERMANN, Trustee

LESSEE:

A & J STORES, INC. a Washington Corp.


by John Mobley, its President

STATE OF WASHINGTON)

County of Skamania)

ss

On this day personally appeared before me Ann Jermann as Trustee of the Ann L. Jermann Living Trust dated October 8, 1999, to me known to be the person that executed the foregoing instrument on behalf of said trust, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the said instrument.

GIVEN under my hand and official seal this 3rd day of February, 2003.

Kathy L. McKenzie
Notary Public in and for the
State of Washington, residing
at Stevenson
Commission expires: Jan 1, 2005

KATHY L. MCKENZIE
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires Jan. 1, 2005

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me John Mobley, to me known to be the President of A & J Stores, Inc., the corporation that executed the foregoing instrument, and acknowledged the said 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 duly authorized to execute the said instrument.

GIVEN under my hand and official seal this 3rd day of February, 2003.

Kathy L. McKenzie
Notary Public in and for the
State of Washington, residing
at Stevenson
Commission expires: Jan 1, 2005

KATHY L. MCKENZIE
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires Jan. 1, 2005

A&J Select (John and Andra Mobley) have my permission to make additions to the southeast entrance of the building and the west loading dock at their own expense. All workmanship must be of the same quality as originally constructed.

Ann Jermann (lessor)

Sign

Date

2/3/03

All that portion of the following-described property now under roof and used as the business known as ANNS FOOD FAIR, a grocery store, consisting of 11,650 square feet, together with the parking and sidewalk facilities adjacent thereto, in common with the other shopping center tenants on a prorata basis based on the ratio of square footage under roof leased by Lessee relative to the total square footage that exists under roof:

A tract of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of Lot 8 of the TOWN OF STEVENSON, according to the official plat thereof on file and of record in the office of the Skamania County Auditor; thence South 55 degrees, 30 minutes West along the southerly line of Lot 8 and the northerly right-of-way line of Second Avenue 118.00 feet to the true point of beginning of described tract; thence North 34 degrees, 30 minutes West 46.00 feet; thence North 55 degrees, 30 minutes East 38.00 feet; thence North 34 degrees, 30 minutes West 17.00 feet; thence South 55 degrees, 30 minutes West 4.00 feet; thence North 34 degrees, 30 minutes West 22.50 feet; thence South 55 degrees, 30 minutes West 4.50 feet; thence North 34 degrees, 30 minutes West 34.20 feet; thence South 55 degrees, 30 minutes West 11.50 feet; thence North 34 degrees, 30 minutes West 104.50 feet; thence South 55 degrees, 30 minutes West 80.85 feet; thence North 89 degrees, 15 minutes West 43.81 feet; thence South 72 degrees, 22 minutes, 48 seconds West 64.25 feet to the West line of the Shepard D.L.C.; thence South 6 degrees, 32 minutes, 45 seconds East along the West line of said D.L.C. 323.57 feet to the northerly right-of-way line of Second Avenue; thence North 55 degrees, 30 minutes East along said right-of-way line 340.27 feet to the true point of beginning.

EXCEPT that portion thereof conveyed to Riverview Savings Association, a Washington corporation, by instrument dated December 29, 1978, and recorded December 28, 1978, under Auditor's File No. 87852, in Book 75 of Deeds, at Page 901, records of Skamania County, Washington.

ALSO EXCEPT that portion described in contract recorded October 24, 1980, in Book 78, Page 889, Skamania County Deed Records.

SUBJECT TO easements, including the terms and provisions thereof in favor of Riverview Savings Association, recorded May 18, 1979, in Book 76, Page 566, Auditor's File No. 88583, Skamania County Deed Records.

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