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LEASE AGREEMENT

between

Lessor

LAKE CAVANAUGH IMPROVEMENT ASSOCIATION

and

Lessee

SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 7

LUELLA L. HAYES
SKAGIT COUNTY CLERK
'81 SEP 25 AM 11:13
RECORDED _____ LED _____
REQUEST BY _____

Bernice Johnson P.S.
1734 N W Market
Seattle, wa 98107

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Official Record
VOL 454 PAGE 281

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LEASE AGREEMENT

This Lease, made and entered into by the Lake Cavanaugh Improvement Association of Lake Cavanaugh, Mt. Vernon, Washington, hereinafter referred to as Lessor, and Skagit County Fire Protection District No. 7, Lake Cavanaugh, Mt. Vernon, Washington, hereinafter referred to as Lessee,

W I T N E S S E T H :

1. Subject Matter. Lessor does hereby lease to Lessee, and Lessee does hereby hire and take of and from Lessor, the real estate located in the County of Skagit, State of Washington (which real estate is unimproved and is hereafter referred to as "premises", or "leased premises", described in Exhibit A, which is attached hereto and incorporated herein by reference as though fully set forth.

2. Warranties of Lessor; Title Insurance. Lessor warrants that Lessor is the owner of the premises and has the full right to enter into this Lease; and agrees to furnish to Lessee, at Lessor's sole cost and expense, and within fifteen (15) days from the date hereof, a policy of title insurance satisfactory to Lessee, insuring Lessee's lease hold interest hereunder in the sum of One Hundred Thousand Dollars (\$100,000.00). Should said policy (or a complete title report preceding the issuance of such policy) disclose that there are any title defects or encroachments existing which are inconsistent or repugnant to the obligations and duties imposed upon Lessor under the terms of this Lease, then Lessee shall have the option to terminate this Lease without liability, or may waive any

such obligation, provided that the option to terminate this Lease without liability shall be exercised within sixty (60) days from the date of receipt of such policy, and if such written notice of termination is not given by Lessee within said period, the Lessee shall be deemed to have waived any such defects or encroachments.

3. Business Purpose. The premises are to be used solely for the purpose of conducting thereon a business of a voluntary fire department, providing services for the public's safety, welfare, and convenience in the fire district known as Skagit County Fire District No. 7, or any other additional area which may be annexed and/or merged into Fire District No. 7, or which may be provided protection from fires or other casualties pursuant to contract entered into by Lessee. Said premises may be used for no other purpose without the written consent of the Lessor. Lessee shall continuously conduct and carry on such business during each and every day of the term hereof, except for interruptions beyond its control.

4. Construction and Need of Utilities and Appurtenances. Lessee has satisfied itself that the premises are suitable for the intended purposes of Lessee and that all utilities and appurtenances (such as septic tanks, drain fields, lights, telephone, etc.) required for the construction of improvements and conduct of such business are available or can be installed to the premises; and Lessee shall bear all costs, if any, including but not limited to, permit, and/or connection and/or construction charges and fees as may be required to be paid as a condition to bringing such utilities and appurtenances to the premises.

Lessee intends to construct a suitable structure in which to

conduct the aforesaid business, and all costs thereof shall be born strictly by Lessee. Lessee agrees to cause the construction of such improvements within a reasonable time, but shall be not more than thirty-six (36) months from the date appropriation of sufficient funds to build said improvements become available to Lessee, subject to delays from acts of God, shortage of materials, strikes, and other delays for reasons not within the control of Lessee. Lessee shall not destroy, deface, or remove the building which is presently located on the premises described in this Lease Agreement, until funds become available for the construction of improvements, and the Lessee commences construction of said improvements.

5. Term. The term of this Lease shall commence on the 15th day of September, 1981, and shall continue for a period of twenty-five (25) years unless sooner terminated as otherwise provided herein. Lessee may cancel this Lease after the commencement of the term if Lessee is satisfied it cannot obtain the necessary permits, rezone classification, utilities, appurtenances, and/or financing or funding required for construction of necessary improvements upon the leased premises for the intended business purposes, and Lessee shall give evidence of termination by written notice to Lessor, to be received by Lessor within at least eighteen (18) months after the commencement of the term of the Lease.

6. Rent. Lessee and Lessor agree to limit the Lease payments for the leased property described in Exhibit A attached hereto, to one dollar (\$1) per year, commencing on the 15th day of September, 1981, and continuing on the same date and month each year thereafter during the term of this Lease and any extension

thereof. Lessee and Lessor have agreed to limit the Lease payments to one (1) dollar per year in consideration of Lessee providing fire protection to Lessor in the Skagit County Fire Protection District No. 7, and further in consideration of Lessor's reasonable use, at no expense to Lessee, of the premises described in attached Exhibit A, and any improvements thereon for purposes of Lessor's community meetings, functions and special events, which use shall be reasonably controlled by Lessee, provided that said use shall not be less than six (6) times each year, during the term of this Lease or any extension thereof, and at such times during the day and night which are mutually agreeable between the Lessor and Lessee, taking into consideration Lessor's intended purposes for said meeting. Any utilities, such as heat, water and lights, which are used by Lessor in the use of the premises and improvements thereon, which result in a direct out-of-pocket expenditure for Lessee, shall be paid by the Lessor. In the event Lessor must pay real estate taxes on the premises described in attached Exhibit A, or any improvements thereon, the Lease payment shall be increased from one (1) dollar per year to the extent of the real estate tax levied against said premises and improvements, which shall be timely paid as required by State and County statutes; provided however, that in the event Lessee is unable to timely pay rent due to any delays caused by procedures necessary to raise revenues for use by Lessee, said delays shall not be deemed to be a breach of this Lease, provided any delinquencies in rent are paid within a reasonable time after revenues generated through taxes in a sum sufficient to pay rent become available.

7. Assessments and Insurance.

(a) Assessments. Lessee shall pay assessments levied against the premises described in attached Exhibit A and any improvements thereon, during the term of this Lease and any extension thereof, payment to be made at such a time or times as required before the same become delinquent, provided Lessee has revenues sufficient to timely pay said assessments; and Lessee shall furnish to Lessor two copies of receipts evidencing payment of all assessments.

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(b) Insurance.

(i) Lessor Liability Insurance. During the term of this Lease and prior to the Lessees commencing any construction on a foundation and/or fire hall on the premises described in Exhibit A attached hereto, Lessor, at no expense to Lessee, shall maintain and provide general liability insurance for the protection of both Lessee and Lessor against liability for injuries to any person and damage to any property occurring on the premises.

(ii) Lessee Liability Insurance. At the time Lessee commences any construction on a foundation and/or a firehall on the premises described in Exhibit A attached hereto, the Lessee, during the term of this Lease and any extension thereof, at no cost to Lessor, shall maintain and provide general liability insurance for the benefit and protection of both Lessor and Lessee in an amount not less than One Million Dollars (\$1,000,000.00),
for injuries to any one person, and not less than One Million Dollars (\$1,000,000.00)
for injuries to more than one person, arising out of any one accident or occurrence, and for damages to property in the amount of not less than One Million Dollars (\$1,000,000.00).

A certificate shall be delivered to the Lessor together with proof of payment of the premium therefor. The Lessee shall deliver to the Lessor renewals of such public liability insurance policies with proof of payment.

(iii) Fire, Plate Glass, and Extended Coverage. Commencing with the construction of the improvements on the premises described in Exhibit A attached hereto, the Lessee, at no expense to the Lessor, shall secure fire, plate glass, and extended insurance coverage, insuring all improvements, exclusive of foundations and excavations, placing all policies of insurance in the names of Lessee. In the event the contractor has available to him insurance insuring the improvements during the construction of said improvements, the Lessee shall not be required to obtain additional insurance insuring the improvements which are already covered by the contractor's insurance.

8. Utilities and Governmental Fees.

(a) Utilities. Lessee covenants and agrees to pay all charges for heat, light, and water, and any and all other utilities which shall be furnished to, used in, or charged against the premises during the full term of this Lease.

(b) Governmental Fees. All fees due the county or state on account of the business conducted by Lessee on the premises and/or of any inspection made on said premises by any officer thereof, shall be paid by Lessee.

9. Care of Premises, Repairs, Liens; Surrender on Termination.

(a) Care of Premises. Prior to Lessee commencing any construction of improvements on the premises, the Lessor shall take good care of the premises and any improvements already thereon, making all necessary repairs to preserve them in good repair, at Lessor's own expense, provided that when Lessee commences construction of improvements to the premises, the Lessor at that time shall not be called upon to make any improvement or repair of any kind or nature upon or to the premises. After commencement of construction of improvements to the premises, Lessee shall at all times keep, maintain, and use the premises in accordance with the laws of the state, and rules, regulations,

orders and directives of any department or division thereof, and the ordinances and resolutions of Skagit County, or any municipality as may hereafter be formed, having jurisdiction over said premises; and in accordance with all directives, rules, and regulations of health, fire, building, or other proper officer of such state, county, or other municipality to be formed, at the sole cost and expense of Lessee; and Lessee shall permit no waste, damage, or injury to the premises or improvements thereon, excepting for damage or injury beyond the control of Lessee or resulting from acts of God.

(b) Repairs, Liens, Surrender on Termination. Lessee shall keep and maintain such improvements as are constructed by Lessee upon the premises in good condition and repair, except for reasonable wear and tear, damage by either fire or other elements resulting from acts of God or damage beyond the control of Lessee. During the term of this Lease and any extension thereof, the Lessee shall be the owner of any improvements and personal property which are constructed, built, placed, or affixed to the improvements on the premises described in Exhibit A attached hereto, and upon termination of the Lease or any extension thereof, the title to any improvements constructed on the premises shall transfer to the Lessor subject to the terms and provisions of the Lease, provided however, that Lessee shall continue to be the owner and have the right to remove from the premises any personal property placed on the premises by Lessee or Lessee's agents, and fixtures affixed to the improvements or premises, provided the removal of said fixtures will not cause substantial damage to the improvements or premises, or render the improvements or premises substantially

unuseable by Lessor, unless Lessee agrees to make premises and improvements useable by causing necessary repairs or replacements to the premises and improvements. Lessee shall keep the premises at all times free and clear of liens of every kind and nature without consent of Lessor, except for any liens which may be necessary for construction of improvements or maintenance of improvements on the premises described in Exhibit A attached hereto; by consenting to the construction by Lessee of improvements upon the premises, Lessor does not agree to, or intend to furnish labor, supplies, services, materials, and/or structures of any kind, and Lessor further agrees not to subject the premises to a lien or claim of lien of any person or persons whomsoever, at any time after date of execution of this Lease, until termination thereof.

10. Accidents. All improvements made by Lessee to the premises described in Exhibit A attached hereto, and all personal property placed on or affixed to the premises by Lessee, shall be at the sole risk of Lessee. After Lessee commences construction of any improvements on the premises described in Exhibit A attached hereto, or when Lessee begins using the premises for Lessee's purposes described in Paragraph 3 entitled Business Purpose, Lessor or Lessor's agents shall not be liable for any injury and/or damage, either to person or to property, including improvements thereon, and/or personal property, sustained by Lessee or other, caused by any defects in the leased premises or the areas adjoining the same, now existing or hereafter arising therein, including the improvements placed thereon by Lessee,

or any part or appurtenance thereof, nor by reason of the same becoming out of repair, nor by reason of any bursting or leaking of water, gas, steam, or other pipes, or from any act or neglect of Lessee, Lessee's agents, Lessee's employees, Lessee's co-tenants, or other occupants of said improvements, if any, or any other persons whomsoever coming in, and upon, or about the premises, or areas adjoining the same, or due to the happening or occurrence of any accident or event from whatever cause in and about the premises, and the improvements thereon and areas adjoining the same. After the date when Lessee commences construction of improvements upon the premises described in Exhibit A attached hereto, or when Lessee begins using the premises for Lessee's purposes described in Paragraph 3, entitled Business Purpose, Lessee agrees to defend and hold Lessor, and each of the persons constituting Lessor, harmless from any and all claims, demands, liabilities or judgments for damages suffered or alleged to be suffered in and about the premises by any person, firm or corporation, including reasonable costs and attorney fees incurred by Lessor in investigating and/or defending against the same, in the event Lessee does not do so, or in the event Lessor must hire an attorney, incurring attorney fees and costs in order to provide Lessor with an attorney, fees, and costs, to ensure adequate protection of Lessor's interests.

11. Fire and Other Casualty. In the event the improvements placed upon the premises by Lessee are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in substantial part thereof, it shall be optional with Lessee to rebuild or repair the same, provided that any such occurrence or event shall not affect the Lease or the obligation of

Lessee to pay rent and otherwise perform the terms and conditions thereof, except as provided hereafter. Lessee shall make an election of whether or not to rebuild or repair such improvements, and shall prosecute the work of such rebuilding or repairing without unnecessary delay, if it elects to take such action. Such election shall be made and such action shall commence within a reasonable time from date of the event causing the same. If Lessee elects not to rebuild or repair such improvements, then Lessee shall take reasonable steps to remove all portions of the damaged structure so that the same does not become an eyesore and subject Lessor to penalties and/or charges as the landowner, for permitting such an eyesore or condition to exist. At such time as Lessee elects not to rebuild or repair the premises, Lessee shall not be obligated to pay any rent to the Lessor and shall be released of all obligations under this Lease with the exception of removing all portions of the damaged structure and cleaning debris from the premises when monies from insurance policies insuring the premises become available to the Lessee, if the same are necessary.

12. Assignment. The Lessee shall have the right to assign or sublease the premises in whole or in part, provided, however, that the premises are continued to be used solely for the purpose of providing fire protection to the fire district known as Skagit County Fire Protection District No. 7, in accordance with Paragraph 3, entitled Business Purpose.

13. Nonwaiver of Breach; Access.

(a) Failure of Lessor to insist upon strict performance of any of the terms, conditions, covenants and agreements of this Lease and of the Lessee hereunder, or to exercise any option herein conferred to in any one or more instances, shall not be considered to be a waiver or relinquishment of any

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such or any other covenant or agreement, but the same shall be and remain in full force and effect, and thereafter may be strictly enforced by Lessor. No requirement whatsoever of this Lease shall be deemed waived or varied, nor shall the Lessor's acceptance of any payment with knowledge of any default or Lessor's failure or delay to take advantage of any default constitute a waiver of the Lessor's rights thereby nor of any subsequent or continued breach of any requirement of this Lease. All remedies herein provided for shall be in addition to, and not in substitution for, any remedies otherwise available to the Lessor.

(b) Lessee shall allow Lessor's appointed agents, free access at all reasonable times, upon written notice to Lessee, to the premises for the purposes of inspection or enforcing any of Lessor's rights under this Lease, but this right shall not be construed as an agreement on the part of Lessor to make any repairs or do any act or thing for which Lessor is not otherwise obligated under the terms hereof. Lessor shall have the right to place and maintain a "for rent" and/or "for sale" sign in a conspicuous place on said premises and may freely exhibit the premises to any prospective tenants and/or purchasers for a period of one (1) month prior to the expiration of this Lease.

14. Default and Reentry; Removal of Property.

(a) If any rent herein reserved, or any part thereof, shall be and remain unpaid when Lessee has funds available to pay the same, or if Lessee shall violate or default in

any of the covenants and agreements, terms and conditions herein contained, upon giving ninety (90) days written notice to Lessee to correct such default or defaults, and if no such corrections are made within a reasonable time thereafter, then Lessor may cancel this Lease and reenter said premises, and at such a time as Lessor reenters said premises, the liability of Lessee to pay rent shall terminate.

(b) In the event of entry in, or taking possession of, the leased premises by Lessor as aforesaid, Lessor shall have the right, upon written notice to Lessee, and the expiration of a reasonable period of time, but not the obligation, to remove from the leased premises all personal property located therein, and may place the same in storage at a public warehouse at the expense and risk of Lessee or owners thereof.

15. Eminent Domain. In the event the whole, or such portion of the leased premises as will make the premises unuseable for business purposes herein leased, are taken or condemned by governmental authority (including Lessee), or by any corporation, public or private, under the right of eminent domain, then this Lease shall terminate and all rights and obligations of Lessee thereunder shall terminate, except as hereafter provided, as of the date of entry of the court decree affecting such taking. In the event that only a portion of the premises are taken, and the portion taken is in excess of fifteen percent (15%) of the ground area of the leased premises described in Exhibit A attached hereto, and the premises are not

rendered unuseable for business purposes herein leased, the rent herein reserved shall be adjusted for the remainder of the term so that the Lessee shall be required to pay for the balance of the term, that portion of the rent herein reserved with the area of the part of the premises remaining after such taking bears to the area of the premises immediately prior to such taking. From the proceeds of the condemnation award after trial, or as otherwise agreed upon with the condemning authority without trial, Lessor and Lessee shall receive payment as follows:

(a) Lessor shall receive the value of the unimproved real property as of the time of the taking; and

(b) Lessee shall receive the value of the improvements placed on the real property described in Exhibit A attached hereto, and any remaining amount attributed to the business and equipment of Lessee.

Lessee shall have no claim for the value of any unexpired term of this Lease, or right of renewal thereof.

16. Hold-Over. If Lessee shall occupy the premises with the consent of Lessor after the expiration of this Lease, or sooner termination thereof, and rent is accepted from said Lessee, such occupancy and payment shall be construed as an extension of this Lease for a term of one year only from the date of expiration or termination, and occupation and payment thereafter shall operate to extend the term of this Lease for but one year at a time unless other terms of such extension are agreed to in writing and signed by the parties hereto. In such event if either Lessor or Lessee desires to terminate said occupancy at the end of any year, after the termination or sooner expiration of this Lease, the parties so desiring

to terminate the same, shall give the other party at least ninety (90) days written notice to that effect. Failure on the part of the Lessee to give such notice shall obligate it to pay rent for an additional ninety (90) days following the month in which Lessee has vacated the demised premises described in Exhibit A attached hereto.

17. Waiver of Lessor. The Lessor hereby waives any right to claim any interest or lien or any personal property, signs, equipment and fixtures affixed to the premises, and same may be removed by the Lessee at any time as well as any part of the fixtures that may have been affixed to the realty by the Lessee during the construction of the premises, subject to the provisions in this Lease. Lessor shall not at any time remove any personal property, signs, equipment, or fixtures affixed to the premises placed thereon by Lessee, without the specific written consent of the Lessee.

18. Easements. Lessor and Lessee agree as a condition of this Lease that each shall supply the other mutual easements for the free and unimpeded flow of vehicular traffic to the leased property described in attached Exhibit A, and the property of the Lessor, which adjoins said leased property for the period of this Lease and any extension thereof.

19. Attorney's Fees. If by reason of any default on the part of the Lessee in performance of any of the provisions of this Lease, it becomes necessary for Lessor, in good faith, to employ an attorney, Lessee agrees to pay the reasonable costs, expenses and attorney fees expended or incurred by Lessor in connection therewith, provided however, that prior to hiring any attorney or incurring any attorney fees, expenses and costs, the Lessor notify Lessee in writing of Lessor's intent to hire an attorney regarding any default on the part of Lessee in the performance of any provision of this Lease.

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The prevailing party in any suit by either against the other, involving the enforcement of the rights, duties, and obligations of one party against the other under this Lease, shall be entitled in any judgments to recover reasonable attorney fees, costs and expenses, to be fixed by the court.

20. Lessee's Right of First Refusal on Sale. In the event the Lessor shall receive a bona fide offer for the purchase of the premises after the expiration of the term of this Lease or any extension thereof, and if such written offer is acceptable to the Lessor, then the Lessee shall have and Lessor does hereby grant to the Lessee the right of first refusal to purchase the premises at the same price and under the same terms and conditions as are contained in such written offer to the Lessor, and Lessee shall have a period of ninety (90) days from the date of the receipt of such written offer to elect whether or not it intends to accept or reject such offer. If Lessee elects to exercise it's right of first refusal, Lessee and Lessor shall close the sale on the terms and conditions set forth in such written offer, subject to such changes in the terms, conditions and time limitations in the written offer, which are necessary to enable Lessee to raise sufficient capital from the issuance of bonds, to purchase the premises, except that the time for closing shall be extended for 30 days. In any event, whether Lessee elects to accept or reject it's right of first refusal to purchase the premises described in Exhibit A, and any improvements thereon, then, regardless of the fact that title to any improvements constructed on the premises passes or has passed to Lessor at the expiration of the Lease, from the sale proceeds arising from any sale of said premises, less any costs of sale, Lessor shall receive from said sale proceeds, the value of the unimproved real property, as of the time of sale, and Lessee shall receive the value of the improvements placed on the premises.

21. Notices. Rents are to be paid to the Lessor, and any notices or communications to Lessor shall be addressed to the

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Treasurer, who is elected by the Lake Cavanaugh Improvement Association and any notices and communications to Lessee shall be addressed to the Skagit County Fire Protection District No. 7. Each party shall notify the other of the mailing address, and such mailing address may be changed from time to time by written notice to the other.

22. Successors and Assigns. All provisions herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

23. Extension of Lease Term. Lessee shall have the option to be exercised in writing to Lessor, not later than ninety (90) days after the expiration of the twenty-five (25) year term of this Lease, to extend this Lease for three (3) consecutive twenty-five year periods, upon the terms and provisions in this Lease. This option is restricted to the Lessees, or their sublessees who have been approved by the Lessors, and does not extend, or may not be exercised by another individual, partnership, or corporation, without specific written approval of the Lessors, and is further conditioned upon the Lessees conducting a voluntary fire department on the premises, pursuant to Paragraph 3 entitled Business Purpose.

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IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year set forth below:

DATED this _____ day of _____, 1981.

LESSOR

LESSEE

Lawrence R. Hawk
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
President

David W. King
FIRE DISTRICT COMMISSIONER
Chair.

V.P. John E. Davis
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
Secretary

Robert R. Sittman
FIRE DISTRICT COMMISSIONER

Orman A. Rockness
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
Treasurer

John A. Malcom
FIRE DISTRICT COMMISSIONER

Paula Stewart
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
Secretary

TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

Bernard J. Doherty
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

Walter L. [Signature]
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

Ellen M. [Signature]
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

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STATE OF WASHINGTON)
COUNTY OF ~~KING~~)
Skagit

On this day personally appeared before me the following individuals:

LESSOR

LESSEE

1.

Larrene R. Hank
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
President

Harold W. King
FIRE DISTRICT COMMISSIONER
Chairman

2.

John E. Davis
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
Vice President

Robert R. Sutton
FIRE DISTRICT COMMISSIONER

3.

Mark A. Smith
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION
Secretary

John A. Johnson
FIRE DISTRICT COMMISSIONER

4.

Bernard F. Doherty
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

5.

Worlene Olson
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

6.

Ellen M. Angelier
ELLEN M. ANGEIER
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

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7. *Omar A Rookness*

OMARA ROOKNESS
TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION

8.

~~TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION~~

9.

~~TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION~~

10.

~~TRUSTEE OF LAKE CAVANAUGH
IMPROVEMENT ASSOCIATION~~

the above-named individuals described herein are known to me and
said individuals executed the within and foregoing instrument, and
acknowledged that they signed the same as their free and voluntary
act and deed, for the uses and purposes therein.

GIVEN under my hand and official seal this 5th day of

September, 1981.

E. A. Ch...
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

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Session Record

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SKAGIT SURVEYORS, INC.
330 Metcalf St.
Sedro Woolley, WA 98284
Phone: 855-1810

Sept. 4, 1981

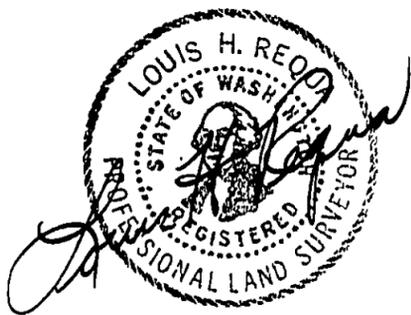
EXHIBIT "A"

This legal description is for the purpose of a lease of real estate between Lake Cavanaugh Improvement Association, the lessor, and Skagit County Fire Protection District No. 7, the lessee, and is not to be used for any other use.

That portion of the NW $\frac{1}{4}$ of Section 36, T 33 N, R 6 E, W.M. described as follows:

Beginning at the NW corner of Tract "C" of the plat of Lake Cavanaugh Park recorded in Volume 7 of Plats at page 63 and 64 records of Skagit County, Washington; thence S 76° 10' 30" W a distance of 128.45 feet; thence on a curve to the right having a radius of 353.92 feet for a distance of 21.55 feet; thence S 0° 08' 10" E a distance of 344.06 feet; thence N 88° 57' 55" E a distance of 285.94 feet to the SW corner of said Tract "C"; thence N 20° 38' 22" W a distance of 399.76 feet to the point of beginning. Containing 1.81 acres.

Situate in the County of Skagit, State of Washington.*



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*The Lessor and the Lessee understand and agree that if the premises, legally described above, must be short platted to permit a public use of said premises that the above legal description may vary no more than one foot on any one side.

J.A.H.

8109250010

H.V.

ARS
BAR

W.A.

Re J.P.D.
ema.

1/28/81