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KATHY HILL
SKAGIT COUNTY CLERK

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RECORDED... FILED...
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LEASE AGREEMENT

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

PARTIES:

MAY - 8 1997

LESSOR:

3-D, LLC

Amount Paid \$
Skagit County Treasurer
By: Deputy

Address: 5118 Doon
Anacortes, WA 98221

LESSEE:

HILDEGARDE BECKMAN,
a single woman.

Address: 1900 Creekside Pl.
Anacortes, WA 98221

Tax No. 4569 000 065 0004
LUGS. CREEKSIDE VILLAGE PHASE III, Division 2

RECITALS:

- A. This LEASE AGREEMENT (the "agreement") is made between the Lessor and the Lessee above named.
- B. The subject property consists of that condominium unit commonly known as 1900 Creekside Pl., Anacortes, Skagit County, Washington (hereinafter referred to as "the premises") more fully described on Exhibit "A" attached.
- C. Lessor desires to lease to Lessee, Lessee desires to lease from Lessor, the premises.

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ORIGINAL

D. Lessee currently resides upon the premises, and intends to continue to reside thereon so long as she is able.

E. The agreement shall be construed to permit Lessor to remain in full usage and occupation of the premises under the terms of the agreement.

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES HERETO DO HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1. AGREEMENT DATA AND EXHIBITS

- (a) Leased Property: The premises and all appliances thereon.
- (b) Term: The term of this agreement shall commence May 1, 1997 and shall terminate upon the death of Lessee, unless terminated sooner pursuant to the terms of this agreement.
- (c) Exhibits: The following exhibits are made a part of this agreement:
 - Exhibit "A" Legal Description of the Premises
 - Exhibit "B" Condition of Premises

ARTICLE 2. PAYMENTS

Minimum Rent and Damage Deposit

Section 2.01.

Lessee agrees to pay to Lessor monthly rent as follows:

- 1) An amount equal to all utilities, property taxes, insurance, all association fees and all maintenance of the premises related to Lessee's occupancy of the premises.

Term of Rental

Section 2.02

At such time as Lessee shall cease to reside in the residence as her principal residence or upon her earlier disclaimer, renunciation or relinquishment of her interest under the agreement, or in the event of her death, this lease shall terminate. In making a determination that Lessee has "ceased to reside" in the residence as her principal residence: (1) the Lessor shall establish that Lessee has not resided in the residence for a

period of at least six (6) months as her principal residence; or (2) may make an earlier determination by obtaining confirmation in writing from Lessee, or her agents, of intent to terminate residency.

ARTICLE 3. USE OF PREMISES

Permitted Use

Section 3.01.

During the term of this agreement the premises shall be used for any permitted use as defined under the Skagit County or City of Anacortes Zoning Ordinances as such ordinances now exist or may be amended during the term of this agreement.

Insurance Hazards

Section 3.02.

Lessee shall not commit or permit the commission of any acts on the premises, or use or permit the use of the premises in any manner, that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the premises or the improvements on the premises. Lessee shall, at its own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the premises and the improvements on the premises.

Waste and Nuisance

Section 3.03.

Lessee shall not commit or permit the commission by others of any waste on the premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance, as defined by Washington law, on the premises; and, Lessee shall not use or permit the use of the premises for any unlawful purpose.

Compliance with Laws

Section 3.04.

Except as otherwise provided in this agreement, Lessee shall at Lessee's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of the premises, whether those statutes, ordinances, regulations, and requirements are now in force or subsequently enacted.



ARTICLE 4. TAXES AND UTILITIES

Utilities

Section 4.01.

Lessee shall pay, and hold Lessor and the premises of Lessor free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, telephone service, garbage pickup and disposal, and other public utilities to the premises during the term of any lease under this agreement. All such charges shall be paid by Lessee directly to the provider of the service and shall be paid as they become due and payable but, in any event, before delinquency.

Real Property Taxes

Section 4.02.

Real property taxes and assessments levied or assessed against the premises during the term of any lease under this agreement shall be paid by Lessee.

ARTICLE 5. ALTERATIONS AND REPAIRS

Condition of Premises

Section 5.01.

Except as hereinafter provided, Lessee accepts the premises, as well as the improvements located on the premises, in their present condition. Lessee and Lessor acknowledge the condition of the premises

Maintenance of Premises

Section 5.02.

During the term of any lease under this agreement, Lessee shall, at its own cost and expense, keep and maintain all portions of the premises.

Alterations and Improvements

Section 5.03.

Lessee shall not make or permit any other person to make any alterations to the premises or to any improvements on the premises, without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the premises free and clear, and hold Lessor and the premises of Lessor free and harmless, from any and all liens, claims and demands for work performed, materials furnished, or operations conducted on the premises by Lessee or at the instance or request of Lessee, regardless of when such activities are performed. Also regardless of when such activities are performed, any and all alterations, additions, improvements and fixtures, made or placed in or on the premises by Lessee or any other person shall, on expiration or earlier termination of this agreement, become the property of Lessor and remain on the premises.

Inspection by Lessor

Section 5.04.

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the premises at all reasonable times, with twenty four (24) hours notice, for the purpose of inspecting the premises to determine whether Lessee is complying with the terms of this agreement, for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the premises, or for the purpose of performing Lessor's duties under this agreement.

Surrender of Premises

Section 5.05.

On expiration or sooner termination of this agreement, Lessee shall promptly surrender and deliver the premises to Lessor in as good condition as they are now at the date of this agreement, excluding reasonable wear and tear.

ARTICLE 6. INDEMNITY AND INSURANCE

Public Liability and Property Damage Insurance

Section 6.01.

Lessee shall, at its own cost and expense, procure and maintain during the entire term of this agreement, public liability insurance and property damage insurance insuring against loss or liability caused by or connected with Lessee's occupation, repair or use of the premises. Lessee shall indemnify and hold Lessor harmless from all loss or liability caused by or connected with Lessee's occupation, repair or use of the premises.

ARTICLE 7. DEFAULT, ASSIGNMENT AND TERMINATION

Restriction Against Subletting or Assignment

Section 7.01.

This lease is personal to Lessee. Except as heretofore provided, Lessee shall not encumber, assign, or otherwise transfer this agreement, any right or interest in this agreement, or any right or interest in the premises or any of the improvements that may now or hereafter be constructed or installed on the premises without first obtaining the express written consent of Lessor.

Waiver of Breach

Section 7.06.

The waiver by Lessor of any breach by Lessee of any of the provisions of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this agreement. The waiver by Lessee of any breach by Lessor of any of the provisions of this agreement shall not constitute a

continuing waiver or a waiver of any subsequent breach by Lessor either of the same or another provision of this agreement.

ARTICLE 8. MISCELLANEOUS

Notices

Section 8.03.

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party hereto by the other party hereto, shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

To Lessor at:

3-D, LLC
5118 Doon
Anacortes, WA 98221

To Lessee at:

HILDEGARDE BECKMAN
1900 Creekside Pl.
Anacortes, WA 98221

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

Binding on Heirs and Successors

Section 8.04.

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

Partial Invalidity

Section 8.05.

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this agreement shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

Section 8.06.

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the premises, the leasing of the premises to Lessee, or the agreement term

created under this agreement, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. This agreement supersedes all prior agreements of the parties with regard to any subject matter herein addressed.

Time of Essence

Section 8.07.

Time is expressly declared to be of the essence in this agreement.

Applicable Law

Section 8.08

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Venue

Section 8.09

Venue for any cause under this agreement is Skagit County, State of Washington.

Independent Counsel

Section 8.10

Lessee has received independent legal counsel with regard to this agreement, or has had opportunity to receive independent legal counsel, and Lessee agrees that the terms of this agreement shall not be construed against the drafter.

PARTIES

LESSOR:

DATE: April 23, 1997.

3-D, L.L.C.

BY:



JOHN E. DAVIS, MANAGER

STATE OF WASHINGTON)
) ss
County of Skagit)

On this 23 day of April, 1997, before me personally appeared **HILDE BECKMAN**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 23 day of April, 1997.

Terrance M. Froese
Terrance M. Froese

NOTARY PUBLIC in and for the
State of Washington, residing at Anacortes.
My Commission expires: 7-19-97

EXHIBIT A

Assessor Parcel Nos. 4569 000 066⁵ 0004

LOT 65, CREEKSIDE VILLAGE, PHASE III, DIVISION 2,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15
OF PLATS, PAGES 12 AND 13, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

Situate in the City of Anacortes, County of Skagit, State of Washington.

EXHIBIT B

This schedule is attached to and made a part of that certain Rental Agreement, dated April 23, 1997 by and between 3-D, LLC, as Landlord, and HILDEGARDE BECKMAN as Tenant.

LANDLORD - TENANT CHECK LIST

Property Address: 1900 CREEKSIDE PLC.

Move-In Date: May 1, 1997 Move-out Date: _____

The following conditions exist as to the condition of the property covered in this contract:

ITEMS: CONDITION:

	<u>Move-in</u>	<u>Move-out</u>	<u>Cost to Correct</u>
Walls	<u>OK</u>	_____	\$ _____
Floors	<u>OK</u>	_____	\$ _____
Countertops	<u>NEW</u>	_____	\$ _____
Carpets	<u>NEW</u>	_____	\$ _____
Drapes	<u>OK</u>	_____	\$ _____
Furniture	<u>N/A</u>	_____	\$ _____
Appliances	<u>N/A</u>	_____	\$ _____

Other:

EXHIBIT B (CONT.)

SIGNATURES:

Move-in:

Johy E. Down
Landlord

Heldegard Beckman
Tenant

Move-out:

Landlord

Tenant

Tenant

Tenant