

UNRECORDED

RETURN TO:

Mary Jane Case
2610 E Section Sp118
Mount Vernon Wa 98274



200002040004

Kathy Hill, Skagit County Auditor
2/4/2000 Page 1 of 4 8:37:11AM

DOCUMENT TITLE(S) (or transactions contained herein):

Lease agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[] ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

Leasor

GRANTOR(S) (Last name, first name and initials):

1. Little Mt. Estates
- 2.
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

Leasee

GRANTEE(S) (Last name, first name and initials):

1. Gene T. Case
2. Mary Jane Case
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township, and range):

Lot located on P27997

[] ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

M/H 340428-2-004-0118

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

Little Mountain
ESTATES



200002040004

Kathy Hill, Skagit County Auditor

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**25 YEAR
LEASE AGREEMENT**

This Lease Agreement is executed at Skagit County, WA on Dec. 30, 1993, between Little Mountain Estates (hereinafter "Landlord") and Gene T. & Mary Jane Case (hereinafter "Tenant"), who agree as follows:

- DESCRIPTION OF PREMISES:** Landlord hereby leases to Tenant that certain space in the County of Skagit, State of Washington described as space number 118, Little Mountain Estates, Skagit County, Washington.
- TERM:** The term of this tenancy shall be twenty-five years commencing on Dec. 10, 1993, and continuing through Dec. 9, 192018.
- RENT:** Tenant shall pay to Landlord \$285.00 per month as rent; through Dec. 9, 1994 and thereafter shall be subject to an annual adjustment formula per Attachment A; said rent shall be due and payable in advance on the first day of each calendar month, and Tenant shall pay the rent to Landlord, without deduction or offset, at the office of the Landlord's resident manager, or at such other places as Landlord may designate from time to time.

ALL PRORATED RENTS SHALL BE COMPUTED ON THE BASIS OF A THIRTY (30) DAY MONTH

If the rent is not paid by the FIFTH day of any calendar month, Tenant shall be required to pay to Landlord a service charge of \$25.00 plus \$2.00 per day, computed from the second day of the month to the day of payment, both inclusive. In addition to the foregoing, if any check tendered by Tenant for payment of rent is returned by the bank for any reason, Should the landlord be required to issue a formal notice under RCW 59.20, the tenant shall be charged \$25.00.

4. CHARGES FOR UTILITIES: Basic cable television service and maintenance of the Clubhouse & Common Areas are included in the rent. Other services shall be the sole responsibility of the Tenant. (Note: Utilities and services not included in the rent and not billed by the Landlord will be billed to Tenant directly by the utility or service company involved.) Separate charges for R.V./camper storage (if any) will be billed to Tenant monthly by the Landlord.

5. USE OF PREMISES: The premises shall be used for residential purposes only; and the premises shall be occupied only by two individuals one of which must be at least 55 years of age whose name(s) are listed below:

Gene T. & Mary Jane Case

Occupancy by other or additional persons is permitted only with the prior written consent of Landlord, who may grant or withhold such consent at Landlord's sole discretion.

6. ASSIGNMENT; SUBLETTING: This lease is assignable, providing that such assignment conforms with the limitations and language in Attachment "B". Subletting the manufactured home, the lot space, or any part thereof is not permitted.

7. PETS: No pets or animals of any kind shall be kept in or about the manufactured home park without the tenant first having signed the Pet Policy Rider.

8. WASTE; QUIET CONDUCT: Tenant shall not violate any County ordinance or State law in or about the premises, shall not commit or permit waste or nuisance in or about said premises, and shall not in any way annoy, molest, or interfere with other occupants of said premises or neighbors and shall not use in a wasteful, unreasonable, or hazardous manner any of the facilities, utilities, or services furnished by Landlord.

9. LANDLORD'S RIGHT OF ENTRY: Tenant shall permit Landlord and Landlord's servants, agents, and employees to enter into and upon the space rented to Tenant at all reasonable times for any reasonable purpose, including but not limited to the purpose of inspecting the premises, maintenance of utilities, protection of the manufactured home park and the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for loss of quiet enjoyment.

10. LIABILITY: Tenant agrees that all of his personal property in the Park shall be at the risk of tenant. Tenant further agrees that Landlord shall not be liable for or on account of any loss or damage sustained by action of any third party, fire, theft, water, or the elements, or for loss of any property from any cause from said Manufactured Home Lot or any other part of the Park; nor shall Landlord be liable for any injury to Tenant, his family, guests, employees or any person entering the Park or the property of which the Park is a part, unless by negligence of Landlord, his agents, or representatives, in the operation or maintenance of the Park.

11. ATTORNEY'S FEES AND COSTS: In the event an attorney shall be employed or an action be commenced to enforce the provisions of this Lease Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs and expenses in connection with any such proceedings.

12. ACCEPTANCE AND SURRENDER OF PREMISES: Tenant accepts the premises and all physical improvements in the common areas as is, and as being in good and sanitary condition and repair, and agrees at the termination of this Lease Agreement to peaceably surrender the premises to Landlord in a clean and satisfactory condition. Tenant has inspected the premises and the common areas (and all physical improvements therein) and accepts the same "as is", and acknowledges that the same are in good condition and repair, unless noted to the contrary in this Lease Agreement.

13. RULES AND REGULATIONS: Tenant acknowledges having read and received a copy of the Landlord-Tenant Act, Chapter 59.20 RCW and a copy of the current rules and regulations governing Tenant's conduct in the manufactured home park and on the space rented hereby; Tenant agrees to abide by and conform with each and all of the said rules and regulations, and all future rules, regulations, and notices duly adopted by Landlord hereafter. Tenant also agrees that any failure to comply with the rules and regulations by Tenant, Tenant's family, or Tenant's guests shall be a material breach of the terms of this tenancy, and Landlord may terminate Tenant's tenancy for such breach.

Note: Insofar as any provision of this Lease Agreement or the rules and regulations of the manufactured home park conflicts with any provision of RCW 59 applicable to manufactured home residency, the RCW 59 shall control.

14. HOLDING OVER: If Tenant, with Landlord's consent, remains in possession of the premises after expiration or termination of the term hereof, or after the date in any notice given by Landlord to Tenant terminating the tenancy, such possession by Tenant shall be deemed to be a month-to-month tenancy and shall be terminable as such by either party. All provisions of this Lease Agreement except those pertaining to term shall apply to such month-to-month tenancy.

15. **WAIVER:** Any waiver by Landlord of, or Landlord's failure to take action in connection with, any provision of this Lease Agreement or the rules and regulations of the manufactured home park shall not be deemed a waiver of any such provision or any subsequent breach of any such provision, and the acceptance of rent thereafter shall not be deemed a waiver of any preceding breach by Tenant of any provisions of this Lease Agreement or said rules and regulations regardless of Landlord's knowledge of such preceding breach at the time of accepting such rent. In the event any provision of this Lease Agreement or the rules and regulations shall be determined to be invalid or unenforceable, the remainder of the Lease Agreement and the rules and regulations shall continue in full force and effect.

16. **FORFEITURE:** Upon default by Tenant with respect to any provision hereof, or abandonment of the premises by Tenant, Landlord may, in addition to any other rights or remedies Landlord may have, re-enter the premises through process of law and, at Landlord's option, declare a forfeiture and terminate this Lease Agreement. Upon termination of the tenancy, Landlord shall have a lien on all personal property of Tenant situated in and about the premises to secure payment of all rent, utilities and service charges, and damages owed by Tenant.

17. **JOINT AND SEVERAL LIABILITY:** Each person executing this Lease Agreement as "Tenant" is jointly and severally liable herein and is required to perform in full all obligations imposed on Tenant in this Lease Agreement.

18. **REMOVAL SALE:** If Tenant shall sell the manufactured home located upon the premises to a third party during the term hereof, and the manufactured home is to remain located in the manufactured home park after the sale, Tenant must first obtain Landlord's approval of the purchaser prior to completion of the sale; to enable Landlord properly to give or withhold such approval. Tenant shall give sixty (60) days' written notice to Landlord of the contemplated sale prior to the close of sale and shall otherwise cooperate in obtaining and providing to Landlord such information and documentation from the purchaser as is reasonably required by Landlord. Landlord reserves the right to require that the purchaser as a prospective tenant comply with any rule or regulation of the manufactured home park limiting residence within the park to adults only.

19. **RESPONSIBILITY OF LANDLORD:** It is the responsibility of the Landlord to provide and maintain physical improvements of the common facilities of the manufactured home park in good working order and condition. The following described physical improvements will be provided to Tenant: recreation building, green belt and common areas. Landlord reserves the right to construct or add to physical improvements at his sole discretion.

20. **NOTICE OF CHANGES:** Landlord shall, after having provided all tenants with at least ten (10) days prior written notice of the matters to be discussed, meet and consult with the tenants, either individually or collectively, on the following matters regarding general park operations:

- a. Amendments to the park rules and regulations.
- b. The standards for maintenance of physical improvements in the park.
- c. The addition, alteration, or deletion of services, equipment, or physical improvements.

21. **NOTICES:** Any notice required by law or by the provisions of this Lease Agreement to be given by either party to the other may be served personally, or by any other form of service authorized by statute, or may be mailed by certified or registered mail, postage prepaid, addressed as follows:

To Tenant: 2610 E. Section St. Sp. 118
Mount Vernon, WA 98273

To Landlord: Little Mountain Estates
2610 E. Section Street
Mount Vernon, Washington 98273

or such other address as Landlord may designate by written notice to Tenant.

22. **TERMINATION OF TENANCY:** Grounds for the termination of the lease agreement shall be in accordance with the MOBILE HOME LANDLORD-TENANT ACT of the State of Washington Chapter 59.20.080.

23. **EMINENT DOMAIN:** In the event of taking of all or a portion of the park for any public use by right of eminent domain or by private sale in lieu thereof, so that the space rented to Tenant is not reasonably suited for the purposes for which rented or so that the park is not, in Landlord's opinion, suited for continued operation as a manufactured home park, this Lease Agreement shall terminate on the date that the possession of the park or portion thereof is taken. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord and renounces any interest in or right to all or any portion or any award made or compensation paid to Landlord for the taking; provided, however, that Landlord shall have no interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant, which Tenant would otherwise have been entitled to remove at the conclusion of the tenancy.

24. **SUPPLEMENTAL DOCUMENTS:** By this reference, Tenant's rental application and the following additional documents are incorporated herein by reference and made a part hereof as if set forth in full herein:

State of Washington Mobile Home Landlord-Tenant Act, Ch. 59.20
Park Rules and Regulations

Tenant acknowledges that a copy of each such document has been attached to this Lease Agreement and provided to Tenant.

25. **ENTIRE AGREEMENT:** Tenant agrees that this Lease Agreement contains the entire agreement between the parties relating to the rental of space within Landlord's manufactured home park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution hereof, are conclusively deemed to have been superseded hereby. No servant, agent, or employee of Landlord has any authority to make any representations or enter into any agreements in any way inconsistent or in conflict with this Lease Agreement. This Lease Agreement may be altered, however, by written agreement of the parties or by operation of law.

26. **CAPTIONS:** The captions and paragraph headings in this Lease Agreement are for convenience only, are not to be considered a substantive part of the Lease Agreement, and are not intended in any way to limit or amplify any provision of this Lease Agreement.

LANDLORD: 
200002040004
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TENANT: [Signature]
Mary Jane Case

By: [Signature]
Authorized Signature

LITTLE MOUNTAIN ESTATES

ATTACHMENT A

RENT ADJUSTMENT FORMULA

The Consumer Price Index All Urban Consumers - Seattle - Tacoma (1982-84 Base = 100) for the month nearest the first month of the lease is the base for computing the annual rent adjustment. If the Index published nearest the annual adjustment date has changed over the BASE Index the new monthly rent shall be set by multiplying the first months rent by a fraction the numerator of which is the new Consumer Price index divided by the BASE and the denominator is the BASE Index. This formula will be repeated for the second and subsequent adjustments to the rent level.

If the index is changed, revised or discontinued, a new formula will be devised using data from the United States Bureau of Labor Statistics or another appropriate government agency.

Additional adjustments may be made for:

- real estate taxes *
- water service *
- television cable *
- maintenance of common areas
- cost of operating the community building
- improvements made to the park

* (Note: Consistent with RCW 59.20.060(2)(c), these adjustments may be either positive or negative.)

Increases in these costs may be passed on at the annual rental adjustment date. If the landlord chooses to pass on the cost increases, the tenant will be presented with this information 3 months in advance, consistent with RCW 59.20.090(2). The costs will then be equally divided between the Little Mountain Estates Tenants, prorated to each lot at 1/120.

All rent figures will be rounded to the nearest dollar.

ATTACHMENT "B"

This lease shall be assignable by tenant only to a person to whom Tenant sells or transfers title to the manufactured home on said lot subject to the following:

- All outstanding taxes, rents and/or fees owed by the tenant must be paid prior to such transfer.
- Subject to the approval of Landlord after fifteen (15) days written notice by Tenant of such intended assignment. Landlord shall approve or disapprove of the assignment of this lease on the same basis that Landlord approves or disapproves of any new tenant or manufactured home.
- Upon assignment by Tenant of Tenant's leasehold interest in the homesite, this rental agreement shall automatically convert to a one (1) year lease beginning on the effective date of the assignment. The new monthly rent shall be the rent charged by landlord following the most recent rent increase for the park preceding the effective date of the assignment.
- Assignment as defined in this paragraph shall apply to all voluntary transfers and involuntary transfers of Tenant, including a transfer between married tenants pursuant to a divorce decree, separation agreement, or similar document or order, or a transfer in a bankruptcy or other insolvency proceeding.
- Landlord shall assign its interest in this agreement to any third party who purchases the park.

ATTACHMENT "C"

Name and address of all parties with a secured interest in the home:



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WASH MUTUAL in Burlington