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Document Title:LeaseReference Number:Grantor(s):☐ additional grantor names on page \_\_\_\_

1. Singh Brothers LLC
- 2.

Grantee(s):☐ additional grantee names on page \_\_\_\_

1. Deol LLC
- 2.

Abbreviated legal description:SW NW 32-34-4☐ full legal on page(s) \_\_\_\_

Amount Paid \$

By: Skagit County Treasurer Deputy

Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page \_\_\_\_P29546

I Subedar Deol, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$19.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Subedar P. Deol

Dated

03/16/05

## **COMMERCIAL LEASE**

This Lease Agreement (this "Lease") is dated February 03, 2005, between Singh Brothers, LLC ("Lessor"), and Deol, LLC ("Lessee"). The parties agree as follows:

**PREMISES.** Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee; A one story building and all contents with-in and known as Crane's Café. (The "Premises") located at 3300 Old Hwy. 99 South, Mount Vernon, WA 98273.

**TERM.** The lease term will begin on March 1, 2005 and will terminate on March 01, 2006.

**LEASE PAYMENTS.** Lessee shall pay to Lessor monthly installments of \$3500.00 by the 5<sup>th</sup> of each month. Payments shall be made to Lessor at 3228 Old Hwy 99 S. Mount Vernon, WA 98273. Which address may be changed from time to time by the Lessor.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Lessee shall pay to Lessor ( in trust), a security deposit of \$ .00 to be held and disbursed for Lessee damages to the Premises ( if any ) as provided by law.

**POSSESSION.** Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises to Lessor in as good a condition as when delivered to Lessee, ordinary wear and tear excepted.

**STORAGE.** Lessee shall be entitled to store items of personal property in the proper storage areas as deemed needed during the term of the lease. Lessor shall not be liable for these items.

**LATE PAYMENTS:** For any rent payments not paid by the 5<sup>th</sup> of the month; Lessee shall pay \$30.00 per day late fee until rent is paid in full for the month.

**TERMINATION OF LEASE.** If the Lessor terminates the Lease with in two years, due to the sale of property, and if there is no fault by the Lessee, the Lessor will pay back one years of Lessee's rent payments.

**RENEWAL TERMS.** This lease shall automatically renew for and additional period of and option of 5 years per renewal term, unless either party gives written notice of



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termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

**INSURANCE.** Lessee agrees to maintain public liability insurance on the premises in the minimum limit of \$250,000.00 for bodily injuries and death. Lessee shall furnish Lessor with a certificate of proof of insurance. This must be kept for the term of the lease.

**UTILITIES AND SERVICES.** Lessee shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Lessor shall pay all real estate taxes and assessments for the Premises

**PERSONAL TAXES.** Lessee shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Lessee's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments

**HOLDOVER.** If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor lease payment(s) during the holdover period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**REPAIRS:**

**Lessee's:** responsibilities are to maintain the function inside the building. Making repairs or remodeling as needed to function as the business at the Lessee's expense.

**Lessor's:** responsibilities are to maintain the structural soundness of the building. If Lessor does not respond with-in 10 days written notice of such problems stated by the Lessee, Lessee will do the repairs and deduct the costs from the rent.

**DEFAULTS.** Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. Subject to any governing provisions of law to the contrary, if Lessee fails to cure any financial obligation within 15 days ( or any other obligation with-in 20 days) after written notice of such default is provided by Lessor to Lessee, Lessor make take possession of the premises without further notice (to the extent permitted by law).



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**ACCESS BY LESSOR TO PREMISES.** Subject to Lessee's consent (which shall not be unreasonably held), Lessor shall have the right to enter the Premises to make inspection, provide necessary services, or show the premises to prospective buyers. However, Lessor does not assume any liability for the care or supervision of the Premises.

**COMPLIANCE WITH REGULATIONS:** Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Lessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LESSOR:**

Singh Brothers, LLC  
3228 Old Hwy 99 S.  
Mount Vernon, WA 98273

**LESSEE:**

Subedar Deol  
3120 E. Division St.  
Mount Vernon, WA 98274

Such address may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day of posting.

**GOVERNING LAW.** This lease shall be construed in accordance with the laws of the State of Washington.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting



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such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING AFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Singh Brothers, LLC

LESSOR:

Parmajit Singh

DATE:

2/3/05

Deol, LLC

LESSEE:

Subedar Deol

DATE:

02-03-05

Witnessed this day of:

02/03/05

WITNESS:

[Signature]



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The land referred to herein is situated in the County of SKAGIT, State of Washington, and is described as follows:

The South 20 rods of the North 30 rods of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 34 North, Range 4 East, W.M., EXCEPT the North 63 feet of the West 107 feet thereof, EXCEPT existing State Highway Right of Way and EXCEPT that portion thereof as conveyed by Perry G. Garberg to the State of Washington, by Deed recorded under Auditor's File No. 485835, and lying Easterly of a line drawn parallel with and 100 feet Westerly, when measured at right angles, from the center line survey of primary State Highway No. 1, Conway Jet. to Jet. PSH No. 1 North of Burlington; all as shown on that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval October 7, 1952. ALSO EXCEPT that portion thereof conveyed to the State of Washington by Deed recorded under Auditor's File No. 756185 for Highway purposes.

EXHIBIT A - page 1

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