



200705250142

Skagit County Auditor

5/25/2007 Page

1 of 13 1:20PM

**AFTER RECORDING MAIL TO:**

Name First American Title  
Address 3202 Commercial Avenue  
City/State Anacortes, WA 98221

**Document Title(s):** (or transactions contained therein)

1. Assignment of Buyer's Interest in
2. Purchase and Sale Agreement
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

Additional numbers on page \_\_\_\_\_ of document

**Grantor(s):** (Last name first, then first name and initials)

1. Field Engineering Corp.
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)


1. Steorts, Glen
2. Steorts, Cindy
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

N/A

Complete legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel / Account Number(s):** N/A



**First American Title Insurance Company**

FIRST AMERICAN TITLE CO.  
A191433E0-2

*(this space for title company use only)*

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

UNOFFICIAL

NWMLS Form 32  
Assignment of Buyer's Interest  
Revised 6/06  
Page 1 of 2

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ASSIGNMENT OF BUYER'S INTEREST IN  
PURCHASE AND SALE AGREEMENT

Pg 1 of 3

This Assignment of Buyer's Interest in the Lease Agreement ("Assignment") is made by 1  
Field Engineering Corp. ("Assignor") and 2  
Glen & Cindy Stearts ("Assignee") with 3  
regard to Lease, 201 E. Morris St. LaCave (the "Property"). 4  
Assignor is the Buyer of the Property pursuant to the Purchase and Sale Agreement dated WA 5  
Feb 28, 2007. 6

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby 7  
acknowledged, the parties agree as follows: 8

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee, subject to the terms of this 9  
Assignment, all of Assignor's right, title and interest in and to the Agreement, and Assignee hereby 10  
assumes all of Assignor's obligations. to the Lease 11
2. **Representations of Assignor.** Assignor hereby represents and warrants that the document attached 12  
hereto as Exhibit "A" is a true and correct copy of the Agreement, together with all addenda and 13  
amendments thereto, and that as of the date hereof, the Agreement is in full force and effect, without 14  
default by either party thereto, and that there have been no modifications or revisions to the Agreement 15  
not reflected in the attached Exhibit "A." Furthermore, Assignor represents that Assignor has obtained 16  
any consent required to make this Assignment as required by the Agreement or that the Agreement 17  
contains a provision that permits this Assignment. 18
3. **Assignee to Release and Hold Assignor Harmless.** Assignee hereby releases, and agrees to 19  
indemnify and hold Assignor harmless from all claims or liability whatsoever arising from or related to 20  
Assignee's conduct with respect to the Agreement and the Property. Notwithstanding the foregoing, the 21  
parties acknowledge that this Assignment is a simple assignment of Assignor's rights and interest in the 22  
Agreement and that this Assignment does not relieve Assignor of Assignor's duties and obligations 23  
under the Agreement. 24
4. **Delivery of Documents.** Assignor shall deliver to Assignee all studies, reports, documents, title reports 25  
and title documentation, engineering or architectural drawings, governmental applications, permits, 26  
licenses or approvals, appraisals and any other information in Assignor's possession or available to 27  
Assignor which pertain in any way whatsoever to the Property, including without limitation, the condition 28  
thereof and/or any present or potential development and/or use of the Property (all of which, together 29  
with subsequent additions to or revisions of such documents being collectively referred to as the 30  
"Development Documents"). Assignor hereby assigns to Assignee all of Assignor's right, title and 31  
interest in the Development Documents. 32
5. **Further Action.** The parties shall take whatever further action is necessary to complete the purpose of 33  
this Assignment. 34
6. **Entire Agreement.** This Agreement contains the entire understanding between the parties and super- 35  
sedes any prior understandings and agreements between them respecting the subject matter hereof. 36  
There are no other representations, agreements, arrangements or understandings, oral or written, 37  
between and among the parties hereto or any of them, relating to the subject matter of this Agreement. 38

Note: Lease Attached Ex. A, Lesson Approval pg 2

ASSIGNOR: <u>[Signature]</u>	DATE: <u>4/17/07</u>	ASSIGNEE: <u>CPS</u>	DATE: <u>4-17-07</u>
ASSIGNOR: <u>[Signature]</u>	DATE: <u>4/17/07</u>	ASSIGNEE: <u>CPS</u>	DATE: <u>4/17/07</u>



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This Document is to be part of the Assignment Document (NWMLS form 32)  
In reference to the lease for 201 E Morris St. La Conner WA.

In Reference to Assignment of the lease, Lessor, Owner, Owners Agent of the real  
property addressed above, hereby approves of the terms of the attached Assignment  
Document (NWMLS form 32), and approves of the assumption of the lease by Glen &  
Cindy Steorts, and here by releases Jay Field and Field Engineering of any future  
obligation and/or guarantee.

by Sam Contoravdis P.O.A. 4/19-07.  
Lessor/Owner Sam Contoravdis Date

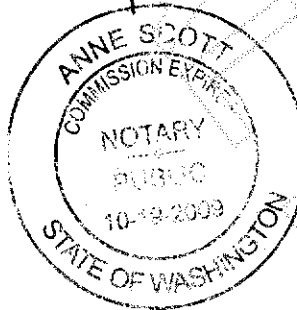
by Ourania Contoravdis P.O.A. 4/19/07.  
Lessor/Owner Ourania Contoravdis Date

State of Washington

County Of Snohomish  
Certify that I have known or have satisfactory that Prokopis Contoravdis is the person who appeared  
before me and said person acknowledged that he signed this instrument, on oath stated that  
he

was authorized to excite the instrument and acknowledged it as the Power of Attorney of  
Sam Contoravdis to be the free and voluntary act of such party for the use and purposes  
mentioned in the instrument. April 19, dated 2007

Seal or stamp:



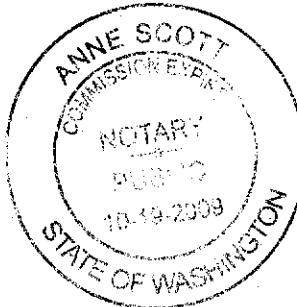
Signed Anne Scott  
Printed Anne Scott  
Notary Public in and for the state of Washington  
Residing at Marysville  
Commission Expires 10-19-09

State of Washington

County Of Snohomish  
Certify that I have known or have satisfactory that Prokopis Contoravdis is the person who appeared  
before me and said person acknowledged that he signed this instrument, on oath stated that  
he

was authorized to excite the instrument and acknowledged it as the Power of Attorney of  
Ourania Contoravdis to be the free and voluntary act of such party for the use and purposes  
mentioned in the instrument. April 19, dated 2007

Seal or stamp:



Signed Anne Scott  
Printed Anne Scott  
Notary Public in and for the state of Washington  
Residing at Marysville  
Commission Expires 10-19-09



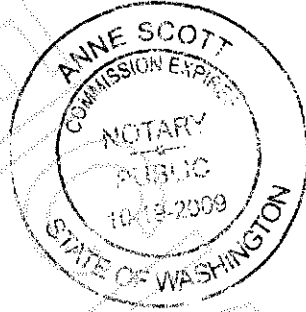
State of Washington

County of Snohomish

Certify that I have known or have satisfactory that Prokopis Contorak is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that

he was authorized to execute the instrument and acknowledged it as the Power of Attorney of Durania Contorakis to be the free and voluntary act of such party for the use and purposes mentioned in the instrument. April 19th, dated 2007

Seal or stamp:



Signed Anne Scott  
Printed Anne Scott  
Notary Public in and for the state of Washington  
Residing at Marysville  
Commission Expires 10-19-09



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# Exhibit "A"

## LEASE AGREEMENT WITH OPTION TO PURCHASE

This Lease Agreement is made and entered into this 13 day of April, 2004, by and between Field Engineering, Corp. - Doing Business As: Village Pizza, a Washington state corporation, hereinafter referred to as Lessee, and Sam Contoravdis and Ourania Contoravdis, husband and wife, hereinafter referred to as Lessor.

1. **Description of Premises:** The Lessor hereby leases to the Lessee, and the lessee hereby lease from the Lessor, that real property commonly known as 201 East Morris Street, La Conner, WA, and more particularly described as follows:

CALHOUN'S TO LA CONNER LT 1 & 25FT LT2 BLK 6  
Tax ID # P74130/4124-006-001-009

2. **Term:** The term of this lease shall be for a period of <sup>FIVE 5</sup> ~~four (4)~~ years commencing on the closing date of the Purchase and Sale Agreement between Faros, Inc. and Jay Field or assigns, and termination midnight, four ~~(4)~~ <sup>(5)</sup> years after commencement. The Lessee shall the option at the end of a four ~~(4)~~ <sup>(5)</sup> year period to renew the lease as follows:

- ~~for one period of one (1) year~~
- for two periods of five (5) years
- for one periods of three (3) years

3. **Rental:** Lessee agree to pay to the lessor the sum of Twenty-seven Hundred and no cents (\$2,700.00) per month for a four (4) year period and Three Thousand and no cents (3,000.00) per mont for a one (1) year period and Three Thousand-Five Hundred and no cents (\$3,500.00) per month for a five (5) year period and Four Thousand and no cents (\$4,000.00) per month for a five (5) year period and negotiate amount per month for a three (3) year period.



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~~Tenant shall have the option for a second five (5) years rental period.~~ Tenant shall give  
60 days advance notice of intent to exercise this option.

*DA*

Rent payable in advance of the month due with the first payment due at the closing of the sale, thereafter monthly payments to be made in advance in full on or before the 1 day of each month. The monthly rent payments shall be made directly to the Lessor at such place as the Lessor designate. The real estate taxes, local flood insurance and insurance (under paragraph 14 herein) are the obligation of the tenant and shall be paid in advance of the month then occupying. Tenant shall provide proof to Landlord within 48 hours of demand that insurance and property tax are current.

Lessee shall pay to Lessor the sum of \$60.00 per month as a late payment for any payment made from and after the 8<sup>th</sup> day of each month.

4. Use of Premises: It is understood that the leased premises shall be used as a restaurant by VILLAGE PIZZA and shall not be used for any illegal purposes whatsoever.

*DA*

5. Laws and Regulations: Lessees agree to conform to and abide by all lawful regulations, rules, codes, and laws of the United States, the State of Washington, and the County of Skagit, applicable to the Lessees' use and operation of said premises, including the construction of any improvements thereon, and not to permit said premises to be used in violation of any said rules, codes, laws, or regulations.

6. Commit No Waste: Lessees agree not to commit or permit waste upon said premises and to keep the premises in a neat, clean, and orderly condition and to be responsible for all damages caused to the leased premises by Lessees, Lessees' agents, or any third party on the premises at the instance of Lessees.

LEASE AGREEMENT WITH OPTION TO PURCHASE - 2



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7. **Duties of Lessees:** Lessees agree to keep said premises in a clean and sanitary condition, to maintain the lawn and yard, to properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation of infestation caused by Lessees. Lessees further agree to use and operate all electrical, gas, hearing, plumbing facilities, fixtures and appliances, to not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises that are appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of their family, invitee, licensee, or other person action under their control to do so.

8. **Inspection of Premises:** Lessees agree that they have made inspection of the premises and accept the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by the Lessor other than is listed herein.

9. **Alterations:** Lessees agree not to make any alterations to the said premises, either the structure, the yard, or parking lot, without the prior written consent of Lessor, and in the event such consent is given all such alterations, additions or improvements shall be made at the sole expense of Lessees and shall become the property of Lessor, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease.

10. **Utilities:** All utilities shall be the sole responsibility of and shall be paid by the Lessees.

11. **Hold Harmless Agreement:** Lessees agree to hold harmless Lessor and his agents from all damages of any and every kind whatsoever that may be claimed or may arise by reason of any accident on, in or about the leased premises, or from Lessees' use or occupation of the leased premises and areas adjacent thereto, or cause by the acts or negligence of the Lessees or

LEASE AGREEMENT WITH OPTION TO PURCHASE - 3



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any agent of the Lessees. Lessees agree to defend and hold and save the Lessor, and Lessor's agents, harmless from any and all liability or expense, including expense of litigation, in connection with any such items or actual or alleged injury or damage.

12. Sublet and Assignment: Lessees shall not without the consent of the Lessor let or sublet the full or any part of said premises, or assign this lease or any part thereof without written permission of the Lessor. Consent shall not be unreasonably withheld for a qualified party. The premises shall be used as a restaurant by VILLAGE PIZZA. This lease shall not be assignable by operation of law.

13. Surrender: Lessees agree to quit and surrender said premises at the expiration of this lease in ~~2008~~ <sup>2009</sup>. Without notice, and in good order, condition and repair, damage by the elements or fire excepted.

14. Insurance and Liability: Lessor or Lessor's agent shall not be liable for any damage to property or personal injuries caused by an defects now in said premises or hereafter occurring on or about said premises. Lessees further agree to provide adequate insurance coverage against fire and other casualty for the full extent of the value of the above-described property, which insurance coverage shall be subject to the approval of the Lessor.

15. Property Damage: The Lessor shall not be liable for any damage to the property of the Lessee or for the loss of or damage to any property of Lessee by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said building or from the pipes, appliances or plumbing works, or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or

LEASE AGREEMENT WITH OPTION TO PURCHASE - 4



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due to the negligence of the Lessor or Lessor's employees.

16. **Maintenance of Premises:** Lessees agree to keep all drainage pipes free and open, and to protect, water, heating and all other pipes so they will not freeze or become clogged, and to immediately repair the same as well as all damage that may be caused by leakage or otherwise, and to mow and water the grass, flowers and other shrubbery on said grounds and keep them in good order and condition.

17. **Liens and Insolvency:** Lessees shall keep the leased premises free from liens arising out of any work performed, materials furnished, or obligations incurred by Lessees.

18. **Default and Reentry:** Time is of the essence of this agreement. If any rents above-reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessees shall violate or default in any of the covenants and agreement herein contained, the Lessor may cancel this lease upon giving the notice required by law and reenter said premises but notwithstanding such reentry by the Lessor, the liability of the Lessees for the rent provided herein shall not be extinguished for the balance of the term of this lease.

19. **Right of Quiet Enjoyment:** Lessor acknowledges that he has ownership of the property heretofore described and that he has the legal authority to lease said property unto Lessees. Lessor covenants that Lessees' right of occupancy shall not be disturbed during the term of this lease so long as the terms are complied with by Lessees, and subject to that clause in this lease dealing with the right of Lessor to enter upon the leased premises.

20. **Waivers:** It is agreed that no waiver by Lessor of a breach by the Lessees of any covenant, agreement or terms of this lease shall be construed to be a waiver of any succeeding breach of the same covenant, agreement or term; also that all covenants, agreements and terms

LEASE AGREEMENT WITH OPTION TO PURCHASE - 5



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therein contained shall extent to and be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

21. Option to Purchase: At Landlord's sole discretion to sell and upon receipt of a signed Buy/Sell offer Lessee shall have to exercise the option to purchase or the option shall expires.

PLEASE SEE ATTACHED - "OPTION TO BUY REAL ESTATE" [Handwritten signature]

A. Notices: By acceptance hereof, Lessors warrant that they have no notice of violations relating to the property from city, county or state agencies.

B. Time: Time is of the essence of this agreement.

C. Exercise of Option: The option shall be exercised by mailing or delivering written notice to the Lessor prior to the expiration of this option.

Notice, if mailed, shall be by certified mail, postage prepaid, to the Lessors at

~~7912 80th Avenue NW, Marysville, WA 98270~~ and shall be deemed to have been given upon 13824 NORTH CREEK DR # 702 MILLCREEK WA 98012 the day following the day shown on the postmark of the envelope in which such notice is mailed.

22. Costs and Attorney's Fees: In the event it is necessary for either of the above parties herein to bring an action to enforce the terms, conditions, or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.

23. Titles of Paragraphs: Titles of paragraphs in this document are for convenience and reference purposes only and shall not in any way construe the purposes and intent of the document.

24. Definitions: Unless some other meaning and intent is apparent from the context, the plurals shall include the singular and vice versa, and masculine, feminine and neuter words shall



25. Both parties acknowledge that each has the opportunity for Independent legal counsel with regards to the consequences, ramifications, and effect of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first written above.

LESSORS:

*SAM CONTORAVDIS*  
*By: Peter Contoravdis*  
SAM CONTORAVDIS  
By PETER CONTORAVDIS as  
Power of Attorney

LESSEE:

*Jay Field*  
JAY FIELD - President for  
Field Engineering, Corp.

LESSORS:

*Durania Contoravdis*  
*By: Peter Contoravdis*  
Durania ~~SAM~~ CONTORAVDIS  
By PETER CONTORAVDIS as  
Power of Attorney

*26. Jay Field will personally guarantee this lease.*



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LEASE AGREEMENT  
(Single Tenant For Entire Parcel - Triple Net)  
(Continued)

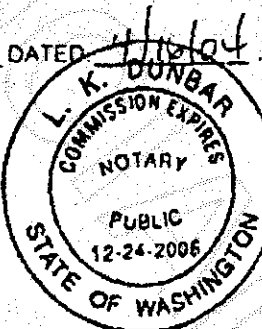
STATE OF WASHINGTON )

) ss.

COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Peter Contoravidis is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Power of Attorney of SAM Contoravidis to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or stamp)



DATED: 4/16/04  
Printed Name: LKDunbar  
NOTARY PUBLIC in and for the State  
of Washington, residing at Marysville  
My Commission expires: 12/24/06

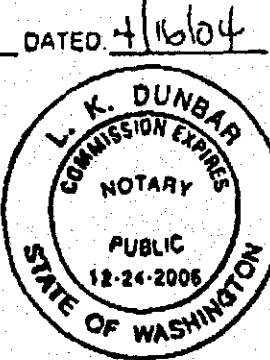
STATE OF WASHINGTON )

) ss.

COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Peter Contoravidis is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Power of Attorney of Durania Contoravidis to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or stamp)



DATED: 4/16/04  
Printed Name: LKDunbar  
NOTARY PUBLIC in and for the State  
of Washington, residing at Marysville  
My Commission expires: 12/24/06



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LEASE AGREEMENT  
(Single Tenant For Entire Parcel - Triple Net)  
(Continued)

STATE OF WASHINGTON )

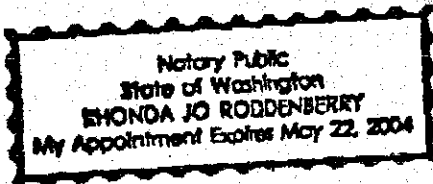
) ss.

COUNTY OF )

I certify that I know or have satisfactory evidence that Jay S. Field is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Signature of Jay S. Field to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 16 2004

(Seal or stamp)



Rhonda Jo Roddenberry

Printed Name: RHONDA JO RODDENBERRY

NOTARY PUBLIC in and for the State

of Washington, residing at 801 Commercial Ave

My Commission expires: May 22, 2004

STATE OF WASHINGTON )

) ss.

COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

(Seal or stamp)

Printed Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State

of Washington, residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_



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