



200709110139

Skagit County Auditor

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3 12:16PM

Document Title: EDISON CAFE LEASE

Reference Number:

Grantor(s):  additional grantor names on page \_\_\_

1. BURLINGTON-EDISON SCHOOL DISTRICT

2.

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

1. LISA ASH

2.

Abbreviated legal description:  full legal on page(s) \_\_\_

LOTS 1, 2, 3, AND 4, Block 15, TOWN OF EDISON

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

P72998

## EDISON CAFE LEASE

This Lease is made and entered into this 9th day of August, 2007 between the Burlington-Edison School District #100, a municipal corporation of Skagit County, Washington (hereinafter "Lessor") and Lisa Ash (hereinafter "Lessee").

### AGREEMENT

- Lease.** Lessor hereby leases to Lessee, subject to the terms and conditions hereinafter set forth, property situated in Skagit County, Washington, described as follows: Lots 1, 2, 3, and 4, Block 15, Town of Edison, according to the official plat thereof on file in the office of the Auditor of Skagit County, Washington (hereinafter "Premises"). Lessee hereby acknowledges that Lessor has made no representations or warranties with respect to the condition of said Premises or the suitability of any part of the Premises to Lessee's intended use. Lessee expressly agrees to take and accept said Premises from Lessor in its current "as is" condition.
- Rent and Leasehold Excise Tax.** Lessee agrees to pay \$1,800.00 per annum (\$150.00 per month) in rent during the entire term of this Lease. Rent must be paid in advance on a semi-annual, or preferably, annual basis. Along with each rental payment, Lessee agrees to pay to Lessor the leasehold excise tax in the amount of 12.84% of the rent or any other amount of leasehold excise tax that the Department of Revenue assesses on the Lease.
- Maintenance and Use of Premises.** Lessee shall at all times maintain the Premises in a neat, clean, safe, and sanitary condition. Lessee agrees to promptly remove any litter, garbage, weeds, or any other vegetative growth and maintain the appearance of the property in a reasonable manner. Lessee agrees not to allow or permit any alcoholic beverages or any illegal substances to be sold or consumed on said Premises during the term of this Lease.
- Improvements.** At any time during the term of this Lease, Lessee shall have the right to remove completely any or all buildings or improvements located on the Premises which the Lessee has purchased and/or constructed without securing the consent of the Lessor. Nothing in this Lease shall be construed to interfere in any way with the placement and maintenance of a sewage treatment/pump station on so much of the Premises as is necessary for the operation of the pump station, including location and maintenance of any necessary transmission lines into and out of the pump station. The pump station shall not in any way interfere with the Lessee's use of the Premises for its intended purpose.
- Term.** The term of this Lease shall be for a period of five years from September 28, 2007 to September 27, 2012 subject to extension or sooner termination as provided herein or by law. Lessee shall have the option to renew or extend this Lease for an additional period of five years upon all the same terms and conditions as set forth in this Lease, except that Lessee shall pay rent during such extended term in the amount of the then-current fair market rent as negotiated by the parties, not to exceed \$2,250 per annum (\$187.50 per month). To exercise this renewal option, Lessee must provide Lessor with written notice of Lessee's intention to renew and extend the Lease



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on or before June 27, 2012. Lessee recognizes that Lessor is bound by provisions of the Revised Code of Washington, RCW 28A.335.040, regarding the use of surplus school property should the Premises be needed for school purposes in the future. Lessor reserves the right to terminate this Lease agreement at such time as it determines that the property is needed for school purposes and upon two years advance written notice to the Lessee to vacate said Premises. Further, Lessor reserves the right to terminate this Lease without prior notice should the Lessee default in the payment of rent or the leasehold excise tax as set forth above, or any part thereof, or in any of the covenants and agreements herein contained.

6. **Sublease and Assignment.** Lessee will not sublease or assign any portion of the Premises or assign Lessee's rights and obligations under this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

7. **Attorney Fees.** In the event of any dispute between the Lessor and Lessee arising out of or incident to the Lease, or arising out of Lessee's use or occupancy of the Premises, the prevailing party shall be entitled to recover its reasonable attorney fees.

8. **Waiver.** Failure by either party to this Lease to enforce any provision of the Lease or to declare a breach shall not constitute a waiver thereof, nor shall it impair that party's right to demand strict performance of that or any other provision of this Lease any time thereafter.

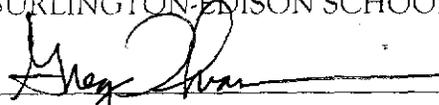
9. **Entire Agreement.** This Agreement shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

10. **Severability.** Should any provision of this Lease be held invalid or unenforceable, the balance of its terms shall remain in full force and effect.

Approved by the Board of Directors for the Burlington-Edison School District and signed this 9<sup>th</sup> day of AUGUST, 2007.

Lessor:

BURLINGTON-EDISON SCHOOL DISTRICT

  
\_\_\_\_\_  
Greg Thrasher, Finance Director

Lessee:

LISA ASH  
  
\_\_\_\_\_

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 11 2007

Amount Paid \$ 0  
Skagit Co. Treasurer  
By 0 Deputy



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