

When recorded return to:
Law Office of Alan R. Souders
913 Seventh Street
Anacortes, WA 98221



200709190091
Skagit County Auditor

9/19/2007 Page

1 of

4 3:37PM

LAND TITLE OF SKAGIT COUNTY

M-17032
Document Title: **LEASE**

Grantor(s): **Alan R. Souders and Kathryn A. Souders.**

Grantee(s): **Luevanos Properties, LLC**

Abbreviated Legal Description: **Portion of ANACORTES LTS 6 & 7 BLK 21.**

Assessor Parcel / Tax ID Number(s): **P54982 / 3772-021-007-0009.**

THIS lease is made this 10th day of September, 2007 between Alan R. Souders and Kathryn A. Souders, husband and wife, "Lessors", and Luevanos Properties LLC, a Washington limited liability company, "Lessees,"

WHEREAS:

Lessors are the owners of the real property with Skagit County Parcel Number P54982 and Tax Identification XRefID Number 3772-021-007-0009, legally described as:

Lots 6 & 7, Block 21, City of Anacortes, as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Situated in Skagit County, Washington.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

Lessors hereby convey, for valuable consideration of forty dollars per month for the first two years of this lease, payable not later than tenth day of each calendar month, and for Lessors' use of the refuse container provided for herein, such use to be in conjunction with the primary use by Lessee,

a lease for two parking places located in the northwesterly corner of the parking area of Lot 7 of the Grantors' real property described above, for the purposes of placing a refuse container and a grease container within an area no larger than two typical automobile parking spaces. After the first two years of this lease, the lease price may be reasonably adjusted upward.

Late payment or non-payment of the lease price for any two months of any twelve month period shall be a default giving the Lessors cause to terminate this lease at the end of calendar month of the last late payment or non-payment.

LEASE PARTICULARS: The lease conveyed herein is more particularly described as follows:

A lease for the Lessee, and its agents, assigns, and employees to situate on refuse container and one grease container, with the grease container being for the restaurant to be operated by Lessee at 701 Commercial Avenue, Anacortes, together with access to those containers for the disposal of grease and solid waste.

The lease is for the exclusive purpose of accommodating the trash and grease containers noted above and no other use is allowable, save for such uses as are incident to use of the trash and grease containers.

Except as otherwise laid out herein, this lease shall commence when it is executed by the parties and the term of the lease shall be for such period as the Lessee is the majority owner of the property at 701 Commercial, or the condominium located therein.

MAINTENANCE OF LEASED AREA:

The Lessee shall be solely responsible for the cleanliness and maintenance of the leased area, and shall bear the associated cost thereof. Further, Lessee, or its successors, heirs, and assigns, shall indemnify and hold Lessors harmless from any and all claims, causes of action or other damages arising from the negligence or intentional actions that are in any way related to the Lessee's acts, failure to act, or those of their successors, heirs, or assigns.

The lease area and the containers are to be maintained in a clean and satisfactory manner, consistent with the uses allowed, to the satisfaction of Lessors, in their discretion.

If the maintenance of the leased area and containers is not satisfactory to the Lessors, Lessors will (1) charge an additional cost of \$50 per month for the first unsatisfactory instance, and (2) terminate the lease after two unsatisfactory instances. Such unsatisfactory conditions are to be documented by photographs.



200709190091

Skagit County Auditor

Any legal costs and expenses associated with termination of this lease or the enforcement thereof pursuant to the terms above shall be allowed to the prevailing party.

LESSORS:

Kathryn A. Souders
Kathryn A. Souders.

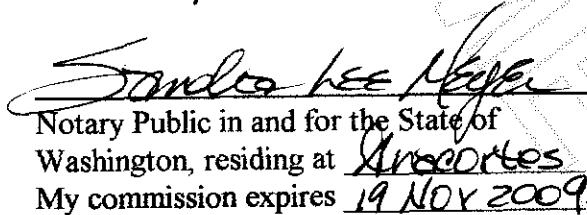
Scupe, L
(print name and title)
Luevanos Properties LLC.

SEP 19 2007

Amount Paid \$
Skagit Co. Treasurer
By *mam* Deputy

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Given under my hand and official seal this 10th day of September, 2007.



200709190091
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me, **Kathryn A. Souders**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 10th day of September, 2007.

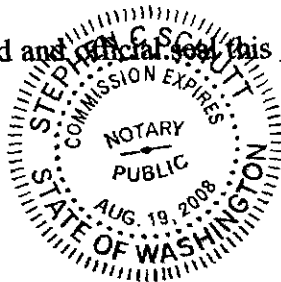


Sandra Lee Meyer
Notary Public in and for the State of
Washington, residing at Liberty
My commission expires 11 Nov 2009.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me, FELIPE Luevanos, an authorized member of **Luevanos Properties LLC**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 15 day of Sept, 2007.



Stephanie S. Schmitt
Notary Public in and for the State of
Washington, residing at Anacortes WA
My commission expires Aug 08.



200709190091
Skagit County Auditor

9/19/2007 Page 4 of 4 3:37PM