



200710050111  
Skagit County Auditor

After Recording Return To: **PORT OF SKAGIT COUNTY**  
**P.O. BOX 348**  
**BURLINGTON, WA 98233**

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Document Title(s): LEASE AGREEMENT

Reference No. of Related Document(s): \_\_\_\_\_

Grantor(s): PORT OF SKAGIT COUNTY

Additional Grantor(s) on page \_\_\_\_\_ of Document: \_\_\_\_\_

Grantee(s): FUNDA LOTA, LLC

Additional Grantee(s) on page \_\_\_\_\_ of Document: \_\_\_\_\_

Abbreviated Legal Description: Lot 2 of the Binding Site Plan PL06-0913

Additional Legal Descriptions(s) on page \_\_\_\_\_ of Document.

Assessor's Parcel/Tax ID Number: P123354 / 8071-000-002-0000

\_\_\_\_\_

LEASE AGREEMENT

BETWEEN

PORT OF SKAGIT COUNTY

and

FUNDA LOTA, LLC

Commencement Date:

September 1, 2007

LEASE AGREEMENT  
PORT OF SKAGIT COUNTY, Lessor  
FUNDA LOTA, LLC, Lessee



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PORT OF SKAGIT COUNTY

LEASE AGREEMENT

THIS AGREEMENT is made as of September 1, 2007, by and between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, ("Lessor,") and FUNDA LOTA, LLC, a Washington limited liability company ("Lessee").

In consideration of their mutual covenants, agreements and undertakings hereinafter contained, the parties hereto do mutually agree to that which is hereinafter set forth, upon and subject to the following terms, conditions, covenants and provisions:

1. PROPERTY SUBJECT TO THIS LEASE AGREEMENT

The following described property, which the parties agree is 6,297 square feet (hereinafter referred to as the "Premises"), situated in Skagit County, State of Washington:

11694 Higgins Airport Way, Burlington, WA, Lot 2 of Binding Site Plan PL06-0913 recorded under Auditor's File No. 200706180136.

Said property is depicted in Exhibit A attached hereto and by this reference incorporated herein.

2. TERM / NEGOTIATED EXTENSION

a. Term: The term of this Lease shall be for twenty-five (25) years and eleven (11) months, beginning September 1, 2007, (hereinafter referred to as the "Commencement Date"), and ending July 31, 2033, unless sooner terminated pursuant to any provision of this Lease.

b. Extension by Mutual Agreement: The term of the Lease may be extended by the mutual agreement of the parties at any time before expiration. In the event of an extension, the parties will negotiate a new lease payment reflecting current market conditions. All other terms of the Lease shall remain in full force and effect. Failure of the parties to mutually agree on such an extension or new lease payment shall not be deemed a default by either party.

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### 3. BUSINESS PURPOSE / USE RESTRICTIONS

It is understood and agreed that Lessee's use of the Premises is limited to the storage of aircraft and activities directly related thereto. Lessee's aircraft so stored may be used in Lessee's commercial activities that are in full compliance with all applicable provisions of this lease, laws and regulations and only after reaching written agreement with Lessor concerning the type of activity and manner by which it is conducted. It is further understood that the above activities are the only type of activities to be conducted upon the Premises—no other commercial activity may be conducted on the Premises. Failure to perform the above type of activities or cessation of such activities or the carrying on of other type(s) of unauthorized activities shall constitute a material default by Lessee of this Lease. Lessee shall at all times operate on the Premises in a manner which will assure the safe, lawful and healthful use of the Premises. Lessee agrees that it will not disturb the Lessor or any other tenant of the Lessor by making or permitting the construction of overnight accommodations, or use of the facility for overnight stays, nor any disturbances or any unusual noise, vibration or other condition on or in the Premises that is out of character with its use as an aircraft hangar and related office facility.

### 4. RENT

Commencing on September 1, 2007, Lessee shall pay to Lessor, in lawful money of the United States, without any set-off or deduction, in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee, an initial monthly rent for the Premises of ONE HUNDRED NINETY SIX DOLLARS AND SEVENTY EIGHT (\$196.78), (hereinafter referred to as "Rent") plus TWENTY FIVE DOLLARS AND TWENTY SEVEN CENTS (\$25.27), leasehold tax during the term of the Lease.

The Rent for each month shall be paid to the Lessor in advance on or before the first day of each and every month of the term of this Lease, and shall be payable at such place as the Lessor may hereinafter designate. The Rent may be further adjusted by the addition of other sums and charges specified elsewhere in this Lease. The Lessor shall have all of the same rights and remedies with respect to any additional rent or charges in the event of nonpayment or late payment as are available to it in the event of nonpayment or late payment of the Rent. The Rent shall be adjusted as provided in the below section entitled "PERIODIC RENT ADJUSTMENTS."

### 5. PERIODIC RENT ADJUSTMENTS

The Rent shall be adjusted on August 1 ("Change Date") of every year during the lease term. No adjusted Rent shall be less than the Rent being adjusted. The adjustments shall be as follows:

a. CPI ADJUSTMENT: Commencing on August 1, 2008 and annually on each anniversary of the Change Date, except as provided in the preceding paragraph, Rent shall be adjusted as set forth below in paragraph entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - CPI."

b. MARKET RENT VALUE ADJUSTMENT: Commencing on August 1, 2010 and every third year thereafter, the Rent will be adjusted as set forth below in paragraph entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENTAL VALUE."

6. PROCEDURE TO DETERMINE ADJUSTED RENT - CPI

On the Change Date of each year during the lease term, except as defined below in the paragraph entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENT VALUE," Rent shall be adjusted according to the procedures set forth below in this paragraph:

a. Definitions: The adjusted Rent rate(s) shall be determined in accordance with the formula set forth below. In applying the formula, the following definitions apply:

1) "Bureau" means the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency.

2) "Price Index" means the Consumer Price Index for all Urban Consumers (Seattle-Tacoma-Bremerton) issued from time to time by the Bureau, or any other measure hereafter employed by the Bureau in lieu of the price index that measures the cost of living or if said Bureau should cease to issue such indices and any other agency of the United States should perform substantially the same function, then the indices issued by such other agency.

3) "Current Index" means the Price Index for the month of April most recently preceding the Change Date.

4) "Prior Year Index" means the Price Index for the month of April one year prior to the Current Index.

b. Formula: The adjusted Rent shall be determined by multiplying the Rent rate(s) being adjusted by a multiplier equal to the change in the Price Index since the last adjustment computed as follows:

$$(\text{Current Index}) / (\text{Prior Year Index}) = (\text{Change in Price Index})$$



$(\text{Change in Price Index}) \times (\text{Rent being adjusted}) = (\text{Adjusted Rent})$

The Price Index (1982-84 = 100) for April, 2007 was 215.7.

7. **PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENT VALUE**

Commencing on August 1, 2010 and every third year thereafter ("Market Change Date"), the Rent shall be adjusted as follows:

a. Amount: The Rent shall be adjusted to be the market rent value of the Premises. Lessor shall notify Lessee, not later than one hundred twenty (120) days prior to the anniversary of the Market Change Date of the year in which market rent value is to be determined, of the amount of new market rent, as determined by the Port Commission. If Lessee does not accept the market rent value determined by Lessor, it shall so notify the Lessor, in writing, ("Notice of Non-Acceptance") within twenty one (21) days of the date it receives notice of the Lessor's determination or Lessee shall be preclusively deemed to have accepted the determination. Upon timely Notice of Non-Acceptance, market rent then shall be established by the procedure in the succeeding paragraph.

b. Procedure If Dispute Regarding Rent Amount: If Lessee timely notifies the Lessor that it rejects the market rent value established by Lessor, then the fair cash value of the Premises shall be determined. For purposes of setting the fair cash market value of the land, each lot of the land shall be considered as a separate, vacant, identifiable tract of real property. Such determination shall be made by a MAI appraiser whose selection shall be by mutual agreement of the parties. If they are unable to agree on the selection within fourteen (14) days of Lessee's Notice of Non-Acceptance, then a MAI appraiser shall be selected by the presiding judge of the Superior Court of Skagit County if the Lessee files an action therefore within twenty-eight (28) days of the Lessee's Notice of Non-Acceptance. If such action is not timely commenced, Rent shall be set as determined by Lessor per the first sentence of subsection (a.) of the section entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENT VALUE." Once the fair cash market value of the Premises is determined, the rent amount shall be established based on the Lessor's then established rate of return for comparable leased properties. The cost of the appraisal shall be borne equally by both parties. No party shall be entitled to any statutory or contractual costs or attorney fees related to a petition to appoint an appraiser hereunder.

c. The market rent value adjustment shall be effective on each Market Change Date no matter when it is established pursuant to the above procedure, provided that for every day less than one hundred twenty (120) days prior to each Market Change Date that the Lessor's notice of determination of market rent called for in



subsection (a.) of the section entitled "PROCEDURE TO DETERMINE ADJUSTED RENT - MARKET RENT VALUE" above is provided to Lessee, the effective date of the increase, once established, shall be delayed for an equal number of days beyond each Market Change Date.

#### 8. SECURITY FOR RENT

To secure the Rent hereunder, Lessee agrees to provide to Lessor, prior to the Commencement Date, one of the following:

- a. Cash deposit in an amount equal to two (2) months' Rent, plus leasehold tax; or
- b. Rent insurance, bond or other security acceptable to Lessor in an amount equal to one (1) years' Rent, plus leasehold tax; or
- c. Construction or ownership of improvements on the Premises, the value of which is equal to or in excess of one (1) year's Rent, plus leasehold tax, and where ownership of the improvements reverts to Lessor at termination of this Lease. The value of Lessee's improvements for purposes hereof shall be determined by (1) the improvement costs, as set forth in Lessee's building permit application(s); or (2) the value of its building, as determined by the Skagit County Assessor, as the assessed value for tax purposes.

Lessee shall provide security as set forth above by each anniversary of the Commencement Date. Lessor shall refund any security deposit still in its possession to Lessee within thirty (30) days of termination of this Lease, less any amounts owed to Lessor due to Lessee's failure to meet its obligations under this Lease.

#### 9. LATE CHARGES

Lessee hereby acknowledges that late payment by Lessee to the Lessor of Rent, or any other sums due hereunder will cause the Lessor to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by the Lessor within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay the Lessor a late charge equal to 5% of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs the Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent the Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable in this Lease or otherwise, whether or not collected, for three (3) installments of Rent in any 12 month period, then Rent shall automatically

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become due and payable quarterly in advance, rather than monthly notwithstanding the above section entitled "RENT" or any other provision of this Lease to the contrary. In addition to the late charges provided for in this section, interest shall accrue on Rent, or any other sums due hereunder, at the rate of one and one-half percent (1 1/2%) per month from the date due until paid.

#### 10. CONSTRUCTION OF IMPROVEMENTS

Lessee shall construct no improvements nor make alterations to existing improvements on the Premises without the express written consent of Lessor, which consent shall be granted in Lessor's sole discretion. Any approved improvements or alterations shall be constructed in full compliance with applicable federal, state and county permits, laws and regulations. Lessee shall indemnify and hold harmless Lessor in the event that any lien is filed against the Premises due to such construction or alteration.

#### 11. DISPOSITION OF IMPROVEMENTS AT END OF LEASE

Lessee shall have the right to remove all equipment, personal property, improvements, fixtures and trade fixtures which may have been placed upon the Premises by Lessee during the period of this lease, *provided* that the same are removed upon conclusion of the lease and that the lease is in good standing *and further provided* that Lessee shall not have the right to remove any equipment, personal property, improvements, fixtures or trade fixtures during any period of Lessee's default. Any equipment, personal property, improvements, fixtures and trade fixtures not removed from the premises by Lessee at the termination or expiration of the Lease shall revert to Lessor. All other improvements shall become the property of the Lessor. If Lessee does not remove all equipment, personal property and trade fixtures which have been placed on the Premises by Lessee during the period of this Lease and Lessor wants the property removed, then the same shall be removed and stored at Lessee's expense and Lessor shall recover any costs and expenses from the Lessee resulting from the removal. Following removal of said described property, the Premises shall then be restored by Lessee to a condition *requiring* Lessor to only undertake normal excavation for construction of a new building, or to such other condition approved by Lessor prior to termination of this Lease.

#### 12. CONDITION OF THE PREMISES

Lessee has inspected the property, and the sub-surface conditions, and accepts the property in its present condition; is not relying upon any covenants, warranties or representations of Lessor as to its condition or usability, except Lessor's right to grant a lease of the property; and agrees to make any changes in the Premises necessary to conform to federal, state and local law applicable to Lessee's use of the Premises.

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13. LESSEE WILL OBTAIN PERMITS

Lessee shall be solely responsible for obtaining and complying with all permits, approvals or licenses required for the operation and conduct of Lessee's business activities and any approved construction, installation, erection and/or operation of any structures, facilities or equipment, including but not limited to, items constituting alterations or defined as trade fixtures on the Premises. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by the Lessor, including actual attorney's fees, incurred by Lessor pursuing Lessee's default for its failure to obtain and/or comply with such permits. Lessee agrees to hold the Lessor harmless from any liability and to fully reimburse expenses of the Lessor for Lessee's failure to obtain and/or fully comply with any necessary permit.

14. INSURANCE COVERAGE

a. Casualty Insurance: Lessee shall at Lessee's expense maintain on all improvements belonging to Lessor and on all of Lessee's personal property and leasehold improvements and alterations on the Premises, casualty insurance, with extended coverage in the amount of their replacement value.

b. Liability Insurance: Lessee shall, at its own expense, maintain throughout the term of this Lease, proper liability insurance with a reputable insurance company or companies satisfactory to the Lessor in the minimum of \$1,000,000 single limit liability, and a comprehensive general liability broadening endorsement (and hereafter in such increased amounts to be comparable and consistent with the going or standard coverage in the area for comparable business operations).

c. Any unit owner, prior to and while, engaging in commercial activity shall at its own expense obtain and keep in force a policy of comprehensive general liability insurance with a reputable insurance company or companies satisfactory to Lessor in the minimum of \$1,000,000 single limit for injury and property damage.

d. Certificates: In all policies required this section entitled "INSURANCE COVERAGE," (a.)-(c.) above, the Lessor shall be named as one of the insureds, and shall be furnished a copy of such policy or policies or certificate(s) of coverage, or both, at the Lessor's election. Each certificate of insurance shall provide that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice of such cancellation having been first given to the Lessor.



15. WAIVER OF SUBROGATION

The Lessor and Lessee hereby mutually release each other, and their respective successors or assigns, from any liability and waive all right of recovery against each other from any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto. Provided, that this section shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Lessor or Lessee.

16. HOLD HARMLESS PROVISIONS, LIABILITY AND INDEMNITY

The Lessor, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the Premises), or occurrence whatsoever related in any way to the Premises or related in any way to the Lessee's use of the Premises or Lessee's performance under this Lease, except to the extent of such damage caused solely by negligence of the Lessor. Lessee agrees to defend and hold and save the Lessor, its officers, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage.

Any unit owner, shall, prior to engaging in commercial activity, agree in writing that: (1) it shall fully indemnify and hold harmless the Lessor from any claim by a third person for injury or property damage related to the commercial activity; and (2) waiving any claim against the Lessor for injury or property damage, except where such claim is based upon the sole negligence of Lessor.

17. PARKING

Lessee shall use the leased Premises for the parking of Lessee and its guests. Lessee agrees not to use any public streets, rights of way or other properties not included in this Lease for the parking of vehicles.

18. ADVERTISING AND SIGNS

No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the Premises without the prior written approval of the Lessor's executive director, or the executive director's designee.

19. EQUAL OPPORTUNITY

The Lessee covenants and agrees that in the performance of this Lease, the Lessee shall conduct its activities in a manner that will assure fair, equal and nondiscriminatory

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treatment of all persons regardless of race, creed, sex, marital status or ethnic origin. Notwithstanding any exemption contained in the state or federal law, the Lessee shall comply with all federal and state laws, rules or regulations concerning hiring and employment and assuring the service of all patrons, customers, members or invitees without discrimination as to any person's race, creed, sex, marital status or ethnic origin.

## 20. LAWS AND REGULATIONS

The Lessee agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, including rules and regulations of Lessor, including without limitation those relating to environmental matters, now in existence or hereafter promulgated, applicable to the Lessee's 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 of said rules, codes, laws or regulations. Any fees for inspection of the Premises during or for the term of this Lease by any federal, state or municipal officer shall be paid by Lessee. Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this section.

## 21. HOLDOVER

a. Holdover as Month-to-Month Tenancy. If Lessee shall, without the written consent of the Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as then provided by the laws of the state of Washington. All provisions of this Lease, except those inconsistent with a month-to-month tenancy and Subsection (b), entitled "Rent and Terms," hereof shall remain in effect during such hold over period.

b. Rent and Terms. During such tenancy, the Lessee agrees to pay to Lessor a monthly rent equal to one and one-quarter (1-1/4) times the most recently required monthly rent amount applicable for the month in which the term hereof expired or was terminated.

## 22. ENVIRONMENTAL PROVISIONS

This section delineates the Lessor's and the Lessee's rights and obligations with respect to the release, spillage, storage, transportation or any other aspect of handling hazardous or toxic materials of any nature ("Hazardous Material") regulated by federal and/or state law ("Hazardous Material Regulation")

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a. Lessee covenants to defend, indemnify, and hold Lessor harmless ("Indemnify") from any imposition or attempted imposition by any person upon Lessor of any obligation or cost ("liability") of whatever form, including, without limitation, damages; claims; governmental investigations, proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or alleged violation, or from the failure to satisfy a requirement, or alleged requirement, of any Hazardous Material Regulation and/or any environmental or land use law or regulation or arising from the release, spillage, or any other mishandling or misuse of any Hazardous Material causing damage to the property of, or resulting in injury to, any third any person, and proximately resulting from use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

b. In like manner as in subsection (a.) above, so Lessor shall Indemnify Lessee solely for liability proximately resulting from use of the Premises prior to the commencement of this Lease, or from conditions caused by Lessor subsequent to the Commencement Date.

c. Lessor represents and Lessee acknowledges that Lessor has visually inspected the Premises for legally impermissible Hazardous Material contamination and that none was apparent on the surface of the Premises from a visual inspection as of the date of this Lease. Without waiving its right to enforce the Lessor's duties set forth in subparagraph (b) above, Lessee releases any and all claims against Lessor for the costs to remediate, or pay damages or penalties to any third party due to, any Hazardous Material Contamination which henceforth may be discovered on the Premises, including payment of all attorney fees and claims of loss of, or interference with, use of the Premises.

d. Any other provision of this Lease to the contrary notwithstanding, Lessee's breach of any covenant contained in this section shall be an event of default empowering Lessor, in addition to exercising any remedy available at law or in equity, to terminate this Lease and to evict Lessee from the Premises forthwith in the manner provided by law and herein.

e. Lessee shall notify Lessor within twenty-four (24) hours of its discovery of any release of a reportable quantity of any Hazardous Material, or of the receipt by Lessee of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for Hazardous Material or environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Lessee fails to comply with any of the requirements of this section, Lessor may undertake, without cost or expense to



Lessor, any actions necessary to protect Lessor's interest including steps to comply with such laws.

23. MAINTENANCE / COMMIT NO WASTE

The Lessee shall at all times during the term of this Lease maintain the Premises in good condition and shall, at its sole cost and expense, keep the Premises and the adjoining driveways, walkways and landscaping neat, clean and in a safe and sanitary condition. Lessee agrees not to allow conditions of waste and refuse to exist on the Premises.

24. UTILITIES

Lessee agrees to contract with the appropriate provider and pay for all public utilities which shall be used in or charged against the Premises, and to hold the Lessor harmless from such charges. With regard to utilities provided by the Lessor including drainage, Lessee will pay to Lessor according to the Lessor's or Skagit County Drainage Utility/Drainage District 19's established rate.

25. LIENS AND INSOLVENCY

Lessee shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this Lease at Lessor's option.

26. TAXES

Lessee shall pay any taxes on the Premises and/or on the leasehold interest created by this lease and/or any activity arising under this Lease.

27. COSTS AND ATTORNEYS' FEES

If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party, including those incurred on appeal.

28. TERMINATION

Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall surrender to Lessor said Premises peaceably and quietly and in the condition required under the paragraphs entitled "MAINTENANCE/COMMIT NO WASTE" and "DISPOSITION OF IMPROVEMENTS AT END OF LEASE."

29. DEFAULT AND RE-ENTRY

Time is of the essence of this agreement. (i) If (a) any Rent or other payment due from Lessee hereunder remains unpaid for more than ten (10) days after the date it is due; (b) Lessee files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors; (c) there is an involuntary bankruptcy filed against Lessee that has not been dismissed within thirty (30) days of filing; (d) Lessee becomes insolvent; or (e) a receiver, trustee, or liquidating officer is appointed for Lessee's business; or (ii) If Lessee violates or breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation or breach shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Lessee, or upon Lessor's discovery that Lessee made any misrepresentation (including omissions) of any fact or circumstance material to the Lessor's initial determination of the Lessee's suitability to become a tenant of the Lessor, then Lessor may at its option, declare this Lease forfeited and the term hereof ended, or without terminating this Lease elect to re-enter and attempt to relet, in which event Lessee authorizes Lessor to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rent or rents and upon such other terms and conditions as Lessor in its sole discretion deems advisable. Upon each such reletting, all rents received by Lessor from such reletting shall be applied, first, to the payment of any amounts other than Rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and renovation, including brokerage fees and attorneys' fees; third, to the payment of Rent due and unpaid hereunder, and the residue, if any shall be held by Lessor and applied to payment of future Rent as the same may become due and payable hereunder. If rent received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, and Lessee covenants and agrees to pay Lessor for all other expenses resulting from its default, including, but not limited to, brokerage commissions, attorneys fees and the reasonable cost of converting the premises for the benefit of the next lessee. Delinquent Rent and other payments shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. In the event of any default hereunder and entry in, or taking possession of, the Premises, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to

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Lessee, after it has been stored for a period of thirty (30) days or more; with the proceeds of such sale to be applied to the cost of such sale and to the payment of charges for storage, and to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof.

30. ASSIGNMENT AND SUBLEASE

Lessee shall not, by operation of law or otherwise, assign or sublease any portion of the Premises without Lessor's prior written consent, which consent shall be granted in Lessor's sole discretion. The consent of Lessor to any assignment of sublease shall not in any manner be construed to relieve Lessee from obtaining Lessor's express written consent to any other or further assignment or sublease. As a condition to any assignment or sublease, Lessor may revise the rent to be consistent with its then current rent policy. The sale or transfer (whether in a single transaction or cumulatively) of fifty percent (50%) or more of the equity in Lessee shall be considered an assignment.

31. LESSOR'S RIGHT TO ENTER PREMISES

Lessor and/or its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether or not the Premises are in good condition or whether the Lessee is complying with its obligations under this Lease;
- b. To do any necessary maintenance and to make any restoration to the Premises that the Lessor has the right or obligation to perform;
- c. To post "For Rent" or "For Lease" signs during any period that the Lessee is in default;
- d. To repair, maintain or improve the Premises; and
- e. To do any other act or thing necessary for the safety or preservation of the Premises.

Except in the event of bona fide emergencies, Lessor shall provide notice to Lessee not less than twenty-four (24) hours in advance of any such inspection.

Lessor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the Lessor's entry onto the Premises as provided in this section. Lessor shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to the Lessee.



Lessee understands that the Premises is within the Lessor's Bayview Business and Industrial Park, situated in Industrial Development District No. 1. Lessor has or may promulgate and adopt resolutions, regulations and covenants for the orderly development, maintenance, care and control of all property within said district. The same effect Lessee's use of the Premises. Lessee agrees to comply with such resolutions, regulations and covenants in force as of the date of this Lease and all other resolutions, regulations and covenants which may be promulgated by Lessor and which shall not discriminate against Lessee and which do not prevent the conduct of Lessee's business operations.

### 32. RETENTION OF AIRSPACE RIGHTS BY LESSOR

Lessor retains the public and private right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or as hereinafter used, for navigation of or flight in said airspace and for use of said airspace for taking off from, landing on or operating at Skagit Regional Airport.

### 33. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

Lessee agrees:

- a. To prevent any operation on the Premises which would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Skagit Regional Airport, or which would create any interfering or confusing light or in any way restrict visibility at the Airport; and
- b. To prevent any use of the Premises which would interfere with landing or taking off of aircraft at Skagit Regional Airport, or otherwise constitute an aviation hazard.

### 34. NOTICES

All notices or payment hereunder may be delivered or mailed. Below are the addresses of the parties:

**LESSOR:**

Port of Skagit County  
15400 Airport Drive  
Burlington, WA 98233  
Phone: (360) 757-0011  
Fax: (360) 757-0014

**LESSEE:**

Funda Lota, LLC  
P.O. Box 1344  
Mount Vernon, WA 98273  
Phone: (360) 424-2310  
Fax: (360) 416-3258

LEASE AGREEMENT  
PORT OF SKAGIT COUNTY, Lessor  
FUNDA LOTA, LLC, Lessee



200710050111  
Skagit County Auditor

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35. TIME IS OF THE ESSENCE

It is mutually agreed and understood that time is of the essence of this Lease and that a waiver of any default of Lessee shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in the paragraph entitled "NOTICES" of this Lease, or to such other address(es) that either party may hereafter provide in writing to the other party for such purpose.

**IN WITNESS WHEREOF**, Lessor has caused this instrument to be signed by its executive director on the date and year first above written.

**LESSOR:**


PORT OF SKAGIT COUNTY

  
Patricia Botsford-Martin, Executive Director

9/4/07  
Date

**LESSEE:**

FUNDA LOTA, LLC

  
Rick Jiles, Owner

8/21/2007  
Date

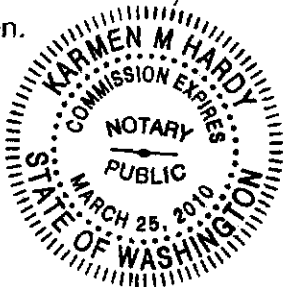
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 4<sup>th</sup> day of September, 2007 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Patricia Botsford-Martin, to me known to be the executive director of the Port of Skagit County, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Karmen M. Hardy  
Notary Public in and for the state of  
Washington, residing at Anacortes  
My commission expires: 03/25/2010

Printed Name: Karmen M. Hardy

LEASE AGREEMENT  
PORT OF SKAGIT COUNTY, Lessor  
FUNDA LOTA, LLC, Lessee



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Skagit County Auditor

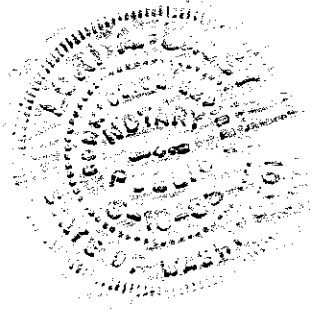
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 21st day of August 2007, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared, Rick Jiles, to me known to be the owner of Funda Lotta, LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

  
Lori A. Lacey  
Notary Public in and for the state of  
Washington, residing at Mouat Vernon  
My commission expires: 5-19-2008

Printed Name: Lori A. Lacey

SKAGIT COUNTY WASHINGTON  
REAL ESTATE DIV.

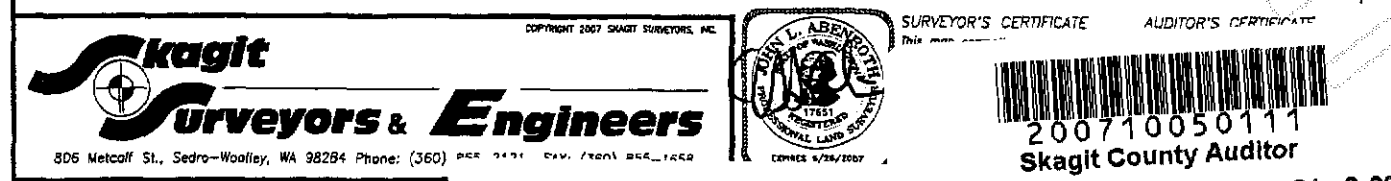
OCT 05 2007

Amount Paid \$  
Skagit Co. Treasurer  
By mak Deputy

LEASE AGREEMENT  
PORT OF SKAGIT COUNTY, Lessor  
FUNDA LOTTA, LLC, Lessee



200710050111  
Skagit County Auditor



Binding Site Plan No. PL06-0913

1. BUILDING SUE PLAY IN NUMBER AND DATE OF APPROVAL, SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.

2. ALL PRIVATE ROADS, EASEMENTS, COMMUNITY UTILITIES AND PROPERTIES SHALL BE OWNED AND MAINTAINED BY SEPARATE CORPORATE ENTITY OR THE OWNERS OF PROPERTY SITUATED BY THE FACILITY AND KEPT IN GOOD REPAIR AND ADEQUATE PROVISIONS SHALL BE MADE FOR APPROPRIATE PRO-RATA CONTRIBUTIONS FOR SUCH MAINTENANCE BY ALL FUTURE LAND OWNERS THAT WILL USE THE SAID PRIVATE ROAD.

IN NO CASE SHALL THE COUNTRY ACCEPT A DEDICATION OR ANY OBLIGATION AS TO ANY SUCH ROAD, STREET, AND/OR ALLEY UNTIL THE SAID AND ALL ADJACENT LANDS, INCLUDING BUT NOT LIMITED TO THE SAID AND ALL ADJACENT LANDS, HAVE BEEN BROUGHT TO FULL, CURRENT RECORD MAP STANDARDS AND A HIGH-CUT-AND-DEED HAS BEEN TRANSMITTED TO AND ACCEPTED BY THE COUNTRY.

ADJACENT LANDS, INCLUDING BUT NOT LIMITED TO THE SAID AND ALL ADJACENT LANDS, HAVE BEEN BROUGHT TO FULL, CURRENT RECORD MAP STANDARDS AND A HIGH-CUT-AND-DEED HAS BEEN TRANSMITTED TO AND ACCEPTED BY THE COUNTRY.

LOT 80, ALLEGED SACRED RECUMAL ABBOTNT MONING SITE PLAN, PAGE 1, PLOT-0127, DATED FEBRUARY 28, 2001, RECORDED JANUARY 4, 2001, UNDER ALLEGED'S FILE NO. 20020304020. RECORDS OF SPOKE COUNTY, WASHINGTON, AND BEING A PORTION OF SECTION 34 NORTH, RANGE 3 EAST, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED SUBSCRIBERS HEREBY CERTIFY THAT THIS SHORT  
 FIRM IS MADE AS FREE AND VOLUNTARY ACT AND DEED.

*[Signature]*  
 BAYVIEW EXECUTIVE SERVICES, LLC

*[Signature]*  
 PORT OF SKAGWAY COUNTY

STATE OF WASHINGTON, COUNTY OF Snohomish,  
I, Erica L. Wolford, Sheriff, do hereby certify that I know or have satisfactory evidence that  
Erica L. Wolford is authorized to execute the instrument and acknowledge it as her own.  
ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGE IT AS HIS/HER OWN,  
AS THE Executive Director OF THE PORT OF SNOHOMISH COUNTY TO BE FREE AND VOLUNTARY ACT  
OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE 5/19/07 MY APPOINTMENT EXPIRES 10/23/10

Age Group	1990	1995	2000	2005
0-14	14.5	13.5	12.5	11.5
15-24	13.5	12.5	11.5	10.5
25-34	12.5	11.5	10.5	9.5
35-44	11.5	10.5	9.5	8.5
45-54	10.5	9.5	8.5	7.5
55-64	9.5	8.5	7.5	6.5
65-74	8.5	7.5	6.5	5.5
75+	7.5	6.5	5.5	4.5

STATE OF WASHINGTON, COUNTY OF Skagit  
 I, Reina H. Hefner,  
 being duly sworn, depose and say that

AS THE President OF BARNEY ENGINE HAWGERS, LLC TO BE THE FREE AND VOLUNTARY  
AS THE President OF BARNEY ENGINE HAWGERS, LLC TO BE THE FREE AND VOLUNTARY

DATE 5/15/07 MY APPOINTMENT EXPIRES 10/23/10

THIS IS TO CERTIFY THAT THE FOLLOWING LAND AND WHICH HAVE BECOME A LIEN ON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF PLAT BOOK 10 AND INCLUDING THE YEAR 2011 AND THAT ALL DEBTS ARE NOW PAID IN FULL.

For the Year 2011

*[Signature]*

Sheriff's Office  
SHERIFF COUNTY RESERVE

DATE *5-28-12*

Treasurer  
*[Signature]*  
Sheriff Co.  
Deputy

EXAMINED AND APPROVED FOR THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Country High in Prices

DATE

6-5-61  
DATE

COUNTY ENGINEER \_\_\_\_\_  
DATE 11/16/01

Chairman  
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

0110  
DATE

1

PORT OF SKEGG COUNTY

**BURLINGTON, WA 98233**

Developer

**BAYVIEW EXECUTIVE HUNDARS, LLC**  
5501 VALE STREET  
SUITE 2000

## Binding

Bayview Execu

1

# Binding Site Plan for Bayview Executive Hangars LLC.



806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658



EXHIBIT A/25/1007

**SURVEYOR'S CERTIFICATE**  
This map correctly represents a  
survey made by me on and

### AUDITOR'S CERTIFICATE



200710050111  
Skagit County Auditor

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