



201208140063

Skagit County Auditor

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 27th day of July, 2012, by and between CLARA MAE CLARK, a single woman, and RONALD M. TAIT, a single man, hereinafter referred to as "Lessee", and ANNETTE F. TAIT, a single woman, hereinafter referred to as "Lessor". This document shall be recorded.

1. Description of Premises: The Lessor hereby leases to the Lessees, and the Lessees hereby lease from the Lessor, that real property commonly known as 1237 E. Fairhaven, Unit #1, Burlington, Skagit County, Washington, and more particularly described as follows:

P # 72333

Legal Description:

The West 168 feet of the South 1/2 of Lot 16, EXCEPT the South 100 feet of the West 134 feet thereof, Block 136, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, Page 11, records of Skagit County, Washington. Situate in the City of Burlington, County of Skagit, State of Washington.

RESERVING UNTO GRANTOR RONALD M. TAIT A LIFE ESTATE.

cite map attached to lease

Occupancy shall include Unit #1, the four car garage directly under Unit #1 and unlimited parking over the entire property. The yard now used for cars shall be included in the leased space. The Tenant shall have no limit on the number of cars except as limited by law.

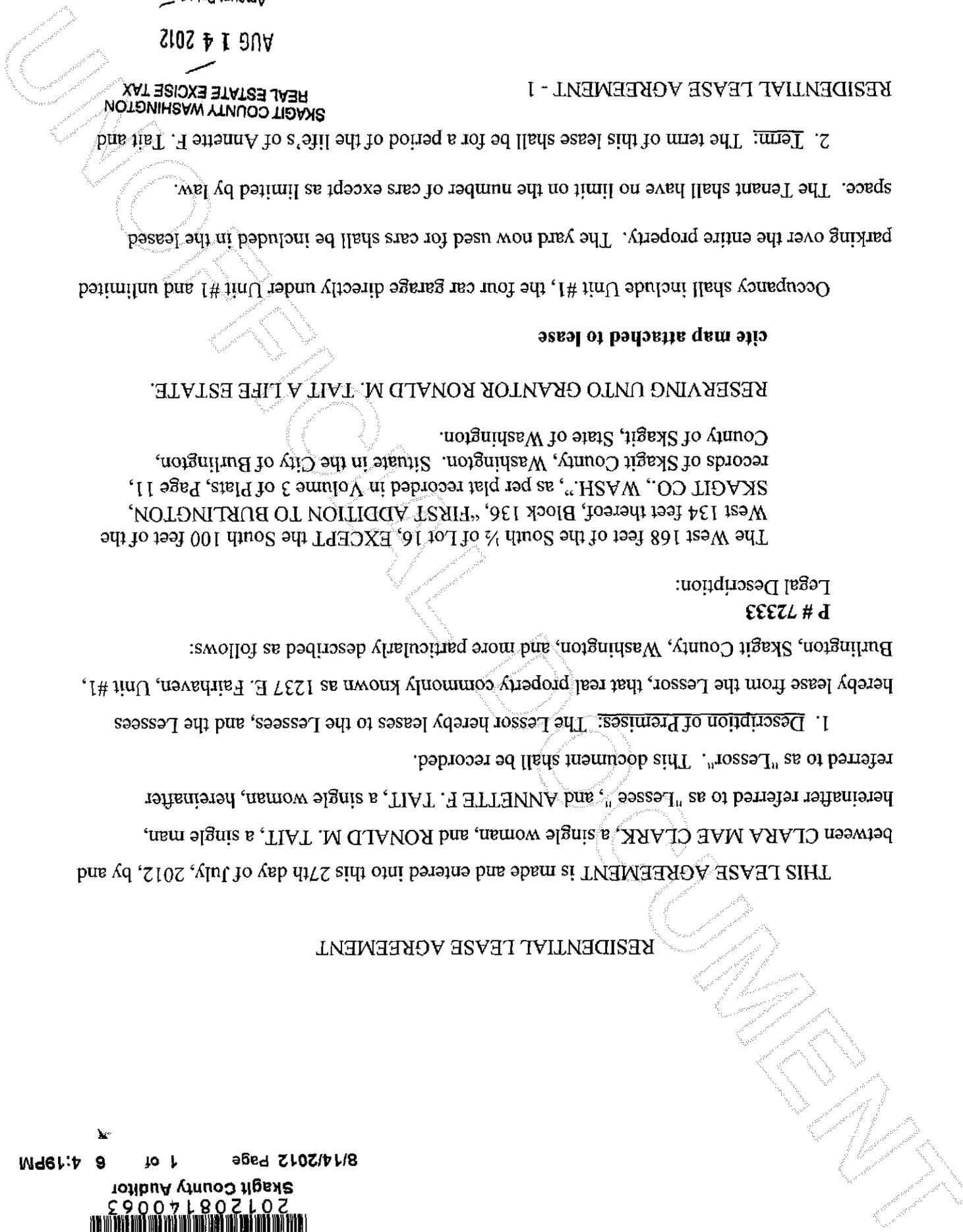
2. Term: The term of this lease shall be for a period of the life's of Annette F. Tait and

RESIDENTIAL LEASE AGREEMENT - 1

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 14 2012

Amount Paid \$  
By Skagit Co. Treasurer  
Deputy



Ronald M. Tait commencing upon signature and with termination upon the death of Annette F.

Tait.

3. Rental: For the full term of the lease Lessees having prepaid for the term of the lease for rents. Upon the death of Clara Mae Clark. Lessees agree to pay to the Lessor the sum of 1/4 share of the property tax and 1/4 share of the property insurance. Such payments to be made at the due date of semiannual property tax and property insurance premium. The payments shall be made directly to the property owner on the city record at such place as the Lessor designate. The real estate taxes and insurance (under paragraph 14 herein) are included in the annual rental payment until the death of Clara Mae Clark. Thereafter the taxes and insurance are set forth above.

Additional consideration.

Tenant having provided in the past care giving, cleaning and health assistance to Clara Mae Clark. After signing Tenant will continue to further provide her with care giving, cleaning and health assistance.

The parties agree that the value of these services to Landlord are difficult to measure. There is no dispute the services are of substantial value to Landlord. The value of these services is a portion of Tenant's future consideration for this lease.

4. Use of Premises: It is understood that the leased premises shall be used as a residence by Annette F. Tait and/or her immediate family, and shall not be used for any illegal purposes whatsoever.

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.

RESIDENTIAL LEASE AGREEMENT - 2



201208140063

Skagit County Auditor



Skagit County Auditor

7. Duties of Lessees: Lessees agree to keep said premises in a clean and sanitary condition, to properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals. Lessees further agree to use and operate all electrical, gas, hearing, plumbing facilities, fixtures and appliances, to not intentionally or negligently destroy, detach, 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 or the yard, 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: Electricity shall be the sole responsibility of and shall be paid by the Lessees. All other utilities, sewer, water and garbage shall be paid by Landlord.

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 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 the prior written consent of the Lessor or Lessor's agents. The premises shall be used as a residence occupied by Annette F. Tait and/or her immediate family. This lease shall not be assignable by operation of law.

13. Surrender: Lessees agree to quit and surrender said premises 60 days after the death of Annette F. Tait. Lessee shall return to the Landlord in "as is" condition.

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. 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 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. 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



201208140063  
Skagit County Auditor

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

21. 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, neither party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.

22. 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.

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

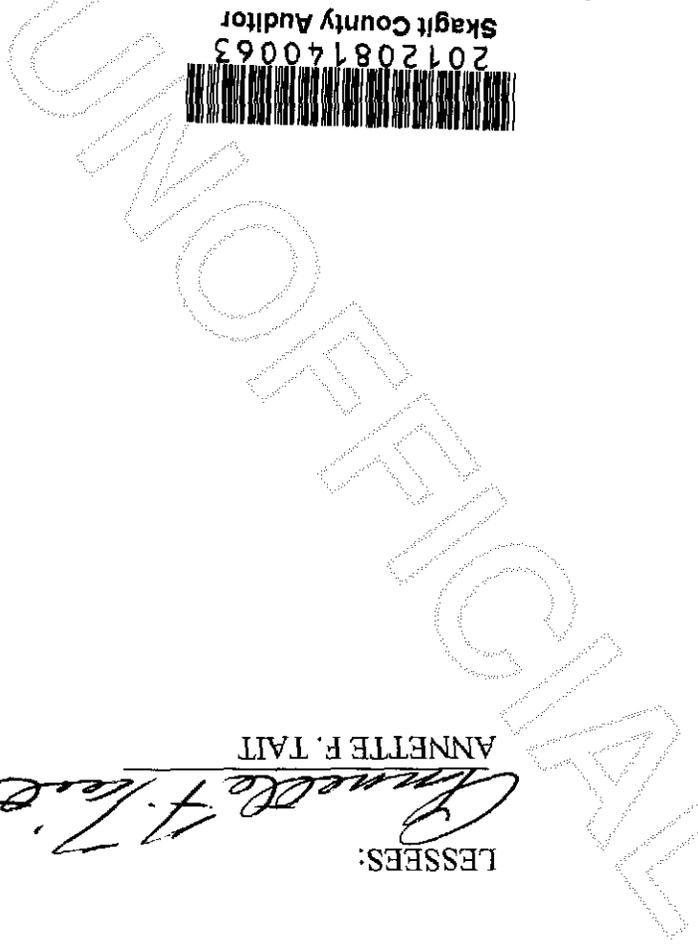
LESSORS:

*Clara Mae Clark*  
CLARA MAE CLARK

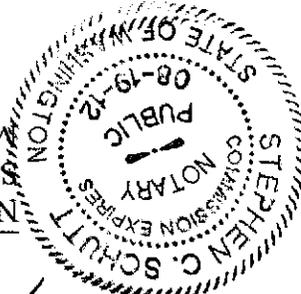
LESSEES:

*Annette F. Tait*  
ANNETTE F. TAIT

*Ronald M. Tait*  
RONALD M. TAIT



201208140063  
Skagit County Auditor

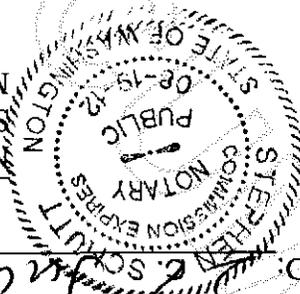


NOTARY PUBLIC in and for the  
State of Washington  
My commission expires: 8-19-2012

DATED: 27 July 12

I certify that I know or have satisfactory evidence that Amette F. Tait, signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

STATE OF WASHINGTON )  
( ss )  
COUNTY OF SKAGIT )



NOTARY PUBLIC in and for the  
State of Washington  
My commission expires: 8-19-2012

DATED: 27 July 12

I certify that I know or have satisfactory evidence that Clara Mae Clark and Ronald M. Tait signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

STATE OF WASHINGTON )  
( ss )  
COUNTY OF SKAGIT )

OFFICIAL COPY