

Return address:



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Document Title:

Memorandum of Lease

Reference Number:

9209160011

Grantor(s):

☐ additional grantor names on page ____

1. Wash. State of
2. Dept. of Natural Resources

Grantee(s):

☐ additional grantee names on page ____

1. Ronald Saario
2. Barbara Saario

Abbreviated legal description:

☐ full legal on page(s) ____

Lt 43 Blk 2 Lake Cavanaugh Div 1

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P66381

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**AQUATIC LANDS LEASE
(Commercial)**

AQUATIC LANDS LEASE NO. 20-A13209

THIS LEASE is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and RONALD and BARBARA SAARIO, a marital community ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Lake Cavanaugh, which Shorelands and bedlands located in Skagit County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease.

THEREFORE, the parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined. State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property"). This Lease is subject to all valid interests of third parties noted in the records of Skagit County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes. Not included in this Lease are any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials. State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not unreasonably interfere with Tenant's Permitted Use.

1.2 Survey, Maps, and Plans. In executing this Lease, State is relying on the surveys, plats, diagrams, and/or legal descriptions provided by Tenant. Tenant is not relying upon and State is not making any representations about any survey, plat, diagram, and/or legal description provided by State.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to



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the Property or the existence of hazardous substances on the Property. Tenant has inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for recreational dock and float (the "Permitted Use"), and for no other purpose. The Permitted Use is described or shown in greater detail in Exhibit B, the terms and conditions of which are incorporated by reference and made a part of this Lease. The parties agree that this is a water-dependent use.

2.2 Restrictions on Use. Tenant shall not cause or permit any damage to natural resources on the Property. Tenant shall also not cause or permit any filling activity to occur on the Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property, except as approved in writing by State. Tenant shall neither commit nor allow waste to be committed to or on the Property. If Tenant fails to comply with all or any of the restrictions on the use of the Property set out in this Subsection 2.2, State shall notify Tenant and provide Tenant a reasonable time to take all steps necessary to remedy the failure. If Tenant fails to do so in a timely manner, then State may take any steps reasonably necessary to remedy this failure. Upon demand by State, Tenant shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property. This section shall not in any way limit Tenant's liability under Section 8, below.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the Property.

2.4 Liens and Encumbrances. Tenant shall keep the Property free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Fifteen (15) years (the "Term"), beginning on the 1st day of October, 2003 (the "Commencement Date"), and ending on the 30th day of September, 2018 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. Tenant shall have the option to renew this Lease for no additional terms of years each. The initial Term of this Lease, and all renewal terms, shall not exceed Fifteen (15) years in the aggregate. Tenant shall exercise this option by providing written notice of its election to renew at least ninety (90) days prior to the Termination Date of the initial Term or any renewal term of this Lease. Tenant shall not be entitled to renew if it is in default under the terms of this Lease at the time the option to renew is exercised. The terms and conditions of any renewal term shall be the same as set forth in this Lease, except that rent shall be recalculated, the required amounts of financial security may be revised, and provisions



18.12 Modification. Any modification of this Lease must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

RONALD SAARIO

Dated: 11/04, 2003 By: Ronald Saario

Address: 459 211th Avenue NE
Sammamish, WA 98074-3942
Phone: 425-868-5314

BARBARA SAARIO

Dated: 11/06, 2003 By: Barbara Hawley Saario

Address: 459 211th Avenue NE
Sammamish, WA 98074-3942
Phone: 425-868-5314

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 16 2012

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 11/14, 2003 By: David Roberts
DAVID ROBERTS

Title: Aquatic Lands Assistant Region Manager
Address: 919 North Township Street
Sedro Woolley, WA 98284

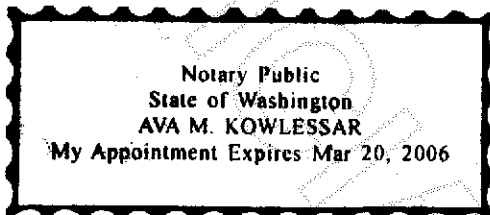


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STATE OF WASHINGTON)
COUNTY OF King)

I certify that I know or have satisfactory evidence that RONALD SAARIO is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11/4/07



Ava M. Kowlessar

Ava M. Kowlessar

(Type/Print Name)

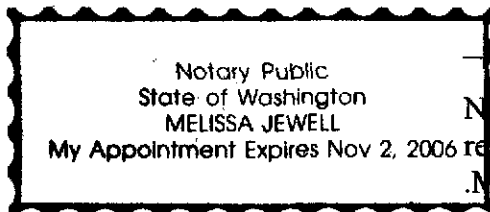
Notary Public in and for the State of Washington
residing at: Sammamish

My Commission Expires: March 20, 2006

STATE OF WASHINGTON)
COUNTY OF King)

I certify that I know or have satisfactory evidence that BARBARA SAARIO is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11/6/2003



Melissa Jewell

Melissa Jewell

(Type/Print Name)

Notary Public in and for the State of Washington
residing at: Sammamish

My Commission Expires: 11.2.2006



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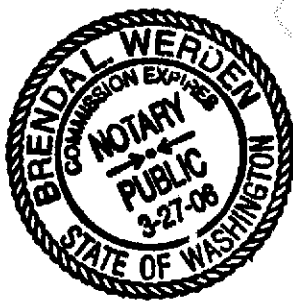
Skagit County Auditor

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
County of SKAGIT)

On this 14th day of November, 2003, personally appeared before me DAVID ROBERTS, to me known to be the Aquatic Lands Assistant Region Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Brendal L. Werden

Brendal L. Werden

(Type/Print Name)

Notary Public in and for the State of Washington
residing at: Sedro Woolley

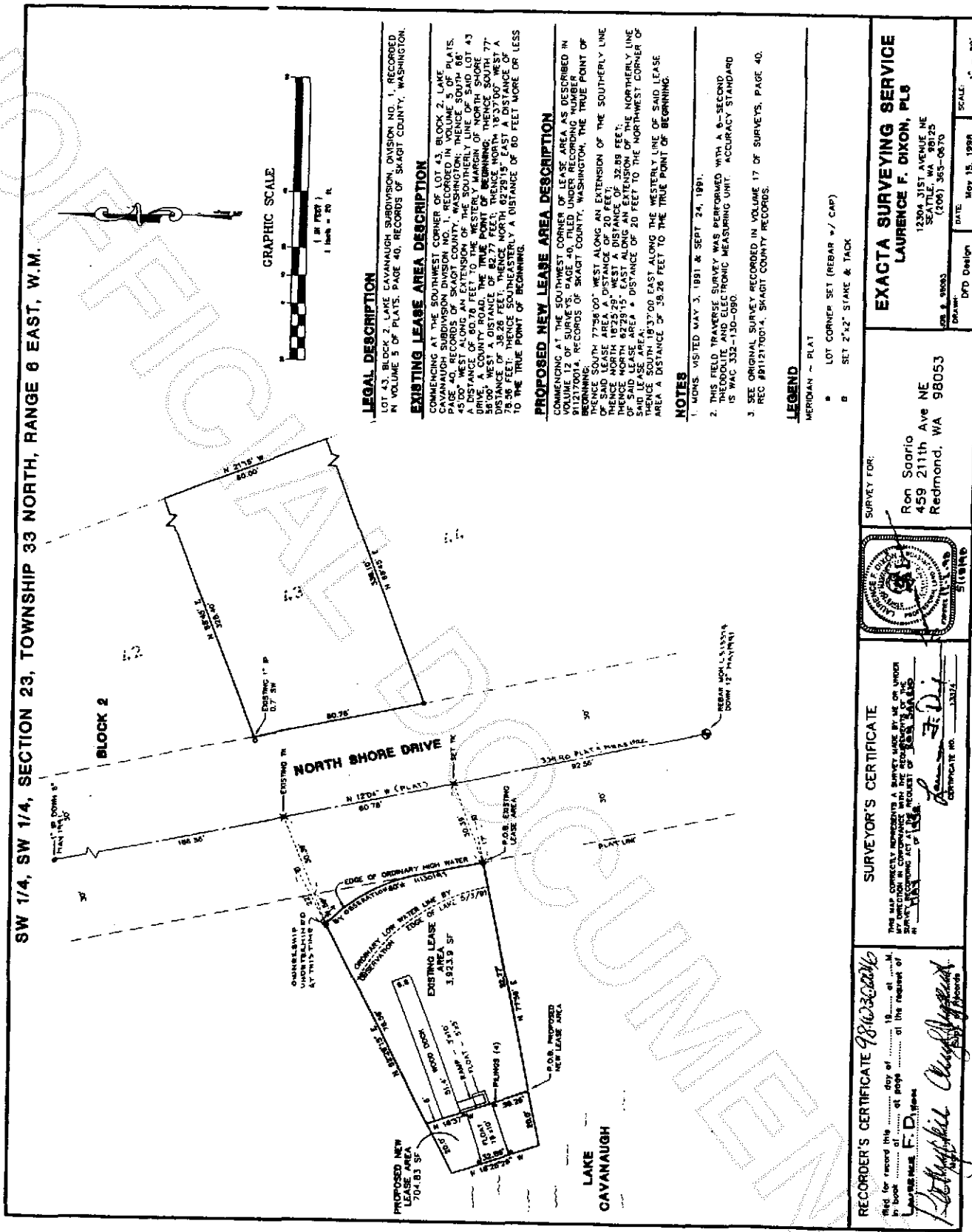
My Commission Expires: Mar 27, 2006.



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Exhibit "A"
20-A13209



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