



201505290163

Skagit County Auditor

\$149.00

5/29/2015 Page

1 of

6 2:17PM

WHEN RECORDED RETURN TO:

Land Title and Escrow Company
P.O. Box 445
Burlington, WA 98233

DOCUMENT TITLE(S):
ASSIGNMENT AND ASSUMPTION EDISON CAFÉ LEASE

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
200709200189

GRANTORS:
LISA ASH

Land Title and Escrow

152180-04

GRANTEES:
DAVID ELLISON and TINA ELLISON, husband and wife

ABBREVIATED LEGAL DESCRIPTION:

Lots 1-4, Blk 15, Edison Haller's Addns.

TAX PARCEL NUMBER(S):
4099-015-007-0005, P72998, 4099-015-007-0100, P128797

UNRECORDED

ASSIGNMENT AND ASSUMPTION EDISON CAFE LEASE

This Assignment and Assumption agreement of Lease is made and entered into this 26th day of May, 2015 between the Burlington-Edison School District #100, a municipal corporation of Skagit County, Washington, ("District"), as Lessor, Lisa Ash ("Ash"), Lessee/Assignor, and David and Tina Ellison ("Ellison"), as Assignee/Lessee.

Whereas, the District and Ash are parties to a lease agreement, entitled EDISON CAFE LEASE, dated April 28th 2014 which is attached hereto as Exhibit A, and incorporated herein; SAID LEASE BETWEEN THE ABOVE REFERENCED PARTIES IS A REPLACEMENT OF LEASE DATED AUGUST 9, 2007, RECORDED SEPT. 20, 2007 UNDER AF#200709200189.

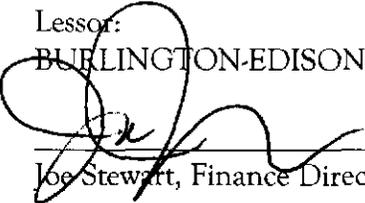
Whereas, section 7 of said lease provides for the assignment of the Ash's interest in the lease to a different party upon the express written consent of the District; and

Whereas, the District is willing to consent to the assignment of Ash's interest to Ellison under the terms and conditions provided herein, now, therefore, the parties agree as follows:

1. Effective May 11, 2015, the District consents to Ash's assignment of her interests in the Lease to Ellison, and the District agrees to release Ash from any future liabilities to the District incurred or arising under it after effective the date of this assignment.
2. On the effective date provided in section 1, Ellison agrees to fulfill all obligations of the Lease as the Lessee directly to the District as the Lessor, and further agrees that under the Lease he will continue to use the premises as a café pursuant to Section 3, and will not sell, serve or allow use of alcohol, illegal drugs, or legal marijuana on the premises.
3. The District further acknowledges that the 2014-2015 annual rent and taxes for the Lease have been prepaid and will be credited to Ellison for the remainder of the year. Ash and Ellison further agree that they have resolved any issues regarding the 2014-2015 prepaid rent and taxes between themselves and consent to the District applying the prepaid rent and taxes for all of 2014-2015 to the Lease notwithstanding this assignment.

Dated this 26th day of May, 2015

Lessor:
BURLINGTON-EDISON SCHOOL DISTRICT

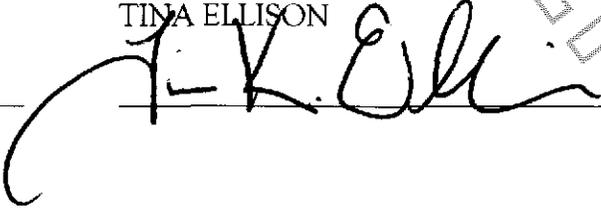

Joe Stewart, Finance Director

Assignee/New Lessee:
DAVID ELLISON

Lessee/Assignor:
LISA ASH


Lisa Ash

Assignee/New Lessee:
TINA ELLISON


Tina Ellison

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20151964
MAY 29 2015

Amount Paid \$ 47492
Skagit Co. Treasurer
By  Deputy

EDISON CAFE LEASE

This Lease is made and entered into this ~~28th~~ day of April, 2014 between the Burlington-Edison School District #100, a municipal corporation of Skagit County, Washington (hereinafter "Lessor") and Lisa Ash (hereinafter "Lessee").

AGREEMENT

- 1. 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"). This lease is only for the real property as Lessee is the owner of the building and improvements located upon the 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.
- 2. 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 (\$19.26 based on \$150.00 per month) or any other amount of leasehold excise tax that the Department of Revenue assesses on the Lease.
- 3. 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.
- 4. 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.
- 5. Term.** The term of this Lease shall be for a period of five years from September 28, 2014 to September 27, 2019 subject to extension or sooner termination as provided herein or by law. Lessee shall have the option to renew or extend this Lease, subject to school board approval, 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 on or before June 27, 2019. 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, or 1 year advance notice in the case of an emergency, to the Lessee to vacate said Premises.

6. **Default.** 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. Lessor shall be required to give notice, in writing, of the default to the Lessee demanding that the default be cured and the Lessee shall have thirty (30) days in which to cure such default. Should Lessee fail to cure such default within the thirty (30) day period following receipt of the notice of the default. Lessor shall have the right to terminate this lease without further notice to the Lessee.

7. **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.

8. **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.

9. **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.

10. **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.

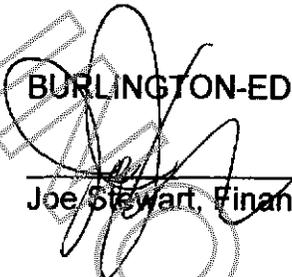
11. **Severability.** Should any provision of this Lease be held invalid or unenforceable, the balance of its terms shall remain in full force and effect.

Approved by the Board of Directors for the Burlington-Edison School District and signed this 21st day of May, 2014.

Lessor:

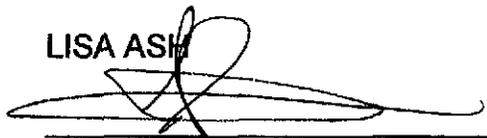
Lessee:

BURLINGTON-EDISON SCHOOL DISTRICT



Joe Stewart, Finance Director

LISA ASH



4-23-14

UNOFFICIAL DOCUMENT

