202103150153

REVIEWED BY

SKAGIT COUNTY TREASURER

DATE

Pages: 1 of 3 Fees: \$105.50

Return address: Mona Jarman-Hirsch PO Box 722 Bellevue, WA 98009

Document Title:

Moorage Lease Agreement

Reference Number:

Grantor:

Rodney J. Glassett

Grantee:

Mona E. Jarman-Hirsch

Legal Description: Property is located in the State of Washington, County of Skagit, with the street address of 5501 Doon Way, City of Anacortes as referenced in the attached Moorage Lease Agreement. The legal description of the property is as follows:

Lot 30, "SKYLINE NO. 7", according to the Plat recorded in Volume 9 of Plats, pages 70 and 71, records of Skagit County, Washington;

TOGETHER WITH that portion of Section 28, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the most Southerly corner of Lot 30, "SKYLINE NO. 7", according to the plat recorded in Volume 9 of Plats at page 71, records of Skagit County, Washington; thence South 43 degrees 34'28" West, 97.00 feet from which point the center of a curve bears; South 43 degrees 34'28" West a distance of 50.00 feet; thence Westerly 14.69 feet along the arc of said curvature having a central angle of 16 degrees 49'43"; thence North 26 degrees 44'45" East, 97.00 feet to the Southwesterly corner of said Lot 30; thence Southeasterly 43.18 feet along the arc of aforementioned curvature having a radius of 147.00 feet and a central angle of 16 degrees 49'43" to the point of beginning.

EXCEPTING THEREOF any portion lying within the boundaries of "SKYLINE SHORT PLAT" (if any) (Volume 6 of Short Plats at pages 87 - 90, Auditor's File No. 8310120030, records of Skagit County, Washington.)

Assessor Parcel Number:

P59610

MOORAGE LEASE AGREEMENT Between

Landlord

Rod Glassett 5501 Doon Way Anacortes, WA 98221 425-760-4967

and

Tenant

Mona Jarman-Hirsch 10214 SE 8th Street (Residence) Bellevue, WA 98004 Mail: PO Box 722, Bellevue, WA 98009 425-466-0842

This lease agreement is signed March 3, 2021 by and between Rod Glassett, Landlord, and Mona Jarman-Hirsch, Tenant. It becomes effective March 3, 2021 and terminates October 3, 2021. The parties agree as follows:

- 1. PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases Tenant the west side of the 34' dock located waterward of the residence at 5501 Doon Way, Anacortes, Washington, County of Skagit. Premises include ingress and egress to the slip, use of the dock, and use of the existing dock box located next to the house.
- 2. PARKING. Tenant shall be entitled to temporary parking privileges for up to two vehicles on the lot at 5501 Doon Way in a location designated by the Landlord.
- 3. TERM. The lease term shall commence on March 3, 2021 and terminate on October 3, 2021 unless an earlier date is determined by mutual agreement between the Landlord and the Tenant. The lease for March 2021 has been paid.
- 4. LEASE PAYMENTS. Tenant shall pay Landlord monthly payments in the amount of \$300 by the first of each month. Said amount is all inclusive. If the property is sold, lease payments will be made to the new owner according to the terms of this agreement.
- 5. <u>POSSESSION</u>. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this lease, unless otherwise agreed by both parties. No fee or continued lease payments will be due if said agreement to yield possession of the slip prior to the end of the lease is mutually agreed.
- 6. USE OF PREMISES. Tenant may only use the premises for docking, moorage, maintenance and use of a serviceable vessel.
- 7. MAINTENANCE. Landlord and Tenant shall have the obligation to maintain the premises in similar condition to its status as of March 3, 2021.
- 8. <u>UTILITIES AND SERVICE</u>. Landlord shall be responsible for providing water and 30amp power to the dock, as currently exists. Tenant is responsible for garbage and trash disposal.
- 9. <u>LIABILITY INSURANCE</u>. Tenant shall maintain public liability insurance upon any vessel moored at this slip with Bodily Injury and Property Damage of at least ito.

- \$300,000. Tenant shall deliver appropriate evidence to Landlord of adequate insurance if Landlord requests. Landlord has the right to require notification of any termination of such insurance policies.
- 10. <u>DANGEROUS MATERIALS</u>. Tenant shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the premises, or that might be considered hazardous by a responsible insurance company. It is agreed that Tenant has a diesel engine and furnace onboard, a propane tank in an appropriate locker and small amounts of gasoline for an outboard engine.
- 11. <u>CUMULATIVE RIGHTS</u>. The rights of the parties under this lease agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law.
- 12. <u>NOTICE</u>. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, to the above listed addresses for the Landlord and Tenant.
- 13. <u>ENTIRE AGREEMENT/AMENDMENT</u>. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. The Agreement may be modified or amended in writing, if the writing is signed by the parties obligated under the Agreement.
- 14. <u>SEVERABILITY</u>. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15. <u>RESPONSIBILITY</u>. The Tenant shall keep the slip clean and tidy. The vessel moored at the slip shall be kept in reasonable condition for continued salt water navigation. The Landlord will keep power and water available to the dock, and allow the tenant the quiet enjoyment of the leased premises.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first shown above.

LANDLORD Rod Glassett

Date signed: March 3, 2021

TENANT

Mona Jarman-Hirsch