



202211280055

11/28/2022 09:44 AM Pages: 1 of 15 Fees: \$217.50
Skagit County Auditor

After recording, please return to:
The Law Office of Justin Rothboeck
1008 5th Street
Anacortes, Washington 98221

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY Josie Pearson

DATE 11/28/22

COMMERCIAL LEASE AGREEMENT

LESSOR: Su Jin Jo

LESSEE: Decadent Enterprises, LLC.

LEGAL: A portion of the following described real estate:

Lots 16, 17 and the south 50 feet of Lots 18, 19 and 20,
Block 37, MAP OF THE CITY OF ANACORTES, according
to the plat thereof recorded in Volume 2 of Plats, pages 4
through 7, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Parcel #: P55098

COMMERCIAL LEASE AGREEMENT

SU JIN JO/DECADENT ENTERPRISES, LLC

I. RECITALS

1. Su Jin Jo (the "Landlord" herein) is an unmarried woman and resident of Skagit County, Washington.

(02037-00870278;1)

Su Jin Jo/Decadent Enterprises, LLC
COMMERCIAL LEASE AGREEMENT
Page 1 of 13

The Law Office of Justin Rothboeck
1008 5th Street
Anacortes, Washington 98221

2. Decadent Enterprises, LLC (the "Tenant" herein) is a Washington State limited liability company that is further identified by UBI number 604-988-707. Thomas and Tasha Hofer, husband and wife, and residents of Skagit County, Washington, are the sole owners of Decadent Enterprises, LLC.
3. The Landlord owns property that is commonly identified as 818 and 820 Commercial Avenue, Anacortes, Washington 98221 and is further identified by Skagit County Parcel Number P55098. This property is legally described as follows:

Lots 16, 17 and the south 50 feet of Lots 18, 19 and 20, Block 37, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Situated in Skagit County, Washington.

4. As noted above, the Landlord's property has two common addresses, 818 and 820 Commercial Avenue. The property subject to this lease is 818 Commercial Avenue. The building on the Landlord's property is divided roughly in half by a wall and the leased area is the north half of the property, an area that is approximately 25 feet north to south and 90 feet east to west. The leased property also includes shared parking area in the lot to the west of the Landlord's building. The parking area is currently gravel. Landlord contemplates she may elect to have the parking area paved in the future, though does not warrant or promise that she will do so. If Landlord does elect to pave the parking area, the portion of the parking area situated north of a westerly extension of the northern boundary of P55098 where it abuts Commercial Avenue (illustratively depicted by red-shaded area north of dotted line on attached Exhibit A) will upon commencement of the paving project henceforth no longer be available for use by Tenant. The specific area that is subject to the lease, including the shared parking lot, will be referred to as the "Leased Property" herein.
5. The Landlord and Tenant are referred to collectively herein as the Parties.
6. The Parties enter into this Commercial Lease Agreement (the "Agreement" herein) so that the Tenant may lease the Leased Property from the Landlord.
7. Although these recitals do not constitute promises between the Parties, such recitals are binding insofar as they provide definitions and context to the Commercial Lease Agreement below.

II. COMMERCIAL LEASE AGREEMENT

1. **TERM OF LEASE:** The initial lease term shall commence on November 2, 2022, and end on October 31, 2027.
2. **PERMITTED USE BY THE TENANT:** The Tenant agrees to use the leased property to own and operate a restaurant which serves food and alcoholic beverages. If, during the lease term, the Tenant wishes to use the Leased Property for another purpose, Tenant shall notify Landlord of its desire to use the Leased Property for another purpose and Landlord will consider whether to consent to the use of the Leased Property for the other purpose(s) identified by Tenant. However, Landlord retains sole discretion as to whether to consent to use of the Leased Property for any other purpose than owning and operating a restaurant which serves food and alcoholic beverages.
3. **TENANT'S USE IS EXCLUSIVE:** In exchange for the promises contained in this Agreement, the Tenant's use of the portion of the Leased Property which is in the building is exclusive. Tenant shall not act or permit any acts on or around the premises which violates law, will cause the cancellation or increased rate for insurance, commit waste, cause public or private nuisance, or obstruct or interfere with rights of other occupants of P55098.
4. **SIGNAGE:** The Tenant is permitted to hang or otherwise display appropriate signage on the 818 Commercial store front and rear entrance to the restaurant from the shared parking area, in accordance with applicable laws and regulations, to advertise and promote their business.
5. **INITIAL RENT-FREE PERIOD:** The Tenant plans to make substantial improvements to the Leased Property to make it suitable for a restaurant with the characteristics Tenant contemplates. The specific improvements Tenant plans to make are detailed in attached Exhibit B. Tenant agrees to employ only licensed and bonded contractors for the improvements work, and will provide proof of licensure and bonding to landlord prior to any contractor commencing work. Unless otherwise specified herein, Landlord makes no representations or warranties regarding the premises. Tenant accepts the premises as-is/where-is. Tenant acknowledges that it has had adequate opportunity to inspect the premises before entering into this lease agreement. In consideration of the estimated time for Tenant's planned improvements, Landlord will not require base rental payments in November 2022, December 2022, and January 2023, and up to February 15, 2023.

{02037-00870278;1}

Su Jin Jo/Decadent Enterprises, LLC
COMMERCIAL LEASE AGREEMENT
Page 3 of 13

TH

The Law Office of Justin Rothboeck
1008 5th Street
Anacortes, Washington 98221

- 6. OPTION TO RENEW:** Six months or more prior to the termination of the initial lease term, the Tenant shall have a one-time option to renew the lease for an additional five years. If exercised, the renewal term shall run from **November 1, 2027**, until **October 31, 2032**. To exercise the option for renewal, the Tenant must notify the Landlord in writing, at the mailing address or email provided for notice in this Agreement, on or before **May 1, 2027**.
- 7. BASE MONTHLY PAYMENT:** The Tenant agrees to pay to the Landlord the sum of three-thousand dollars (\$3,000 USD) per month in exchange for use of the Leased Property during the first two years of the initial lease term. During the final three years of the initial lease term (starting November 1, 2024), the Tenant agrees to pay the Landlord the sum of three-thousand one-hundred and fifty dollars per month (\$3,150 USD). The payment of monthly rent is due and payable to the Landlord on or before the 5th day of each month. Unless otherwise agreed by the Parties in writing monthly rent payments shall be made by check delivered to Landlord at 820 Commercial Avenue, Anacortes, WA 98221.
- 8. MONTHLY PAYMENTS DURING RENEWAL PERIOD:** If the Tenant exercises its option for renewal, the Parties agree to negotiate the monthly rate for the renewal period in good faith based on the Parties' respective understandings of market conditions existing at the time. Should the Parties not reach agreement on the monthly lease rate for the renewal period, they will appoint a real estate appraiser with experience in the Anacortes, Skagit County, commercial lease market. The appraiser shall determine the monthly lease rate for the renewal term. The Parties shall share the cost of the appraiser. The rate for the renewal term shall in no event be less than the rate in place at the end of the initial term. If the Parties cannot agree on an appraiser, they shall petition the Skagit County Superior Court to appoint one. The Parties shall share 50/50 any filing fees, and shall bear their own attorney's' fees and costs if such petition is necessary. During any period of dispute related to rent during the renewal period, the Tenant may continue to pay the previous amount due and operate their restaurant without interruption. If the dispute is resolved and the amount of monthly rent is increased, then the Tenant shall owe to the Landlord such overage for prior months, to be paid in monthly installments for no more than six months until the balance is paid. In no case should negotiation related to the monthly rent cause this Agreement to terminate, nor in any case should the negotiation cause an interruption in the Tenant's ability to conduct their business. The payment of monthly rent during the renewal period is due and payable to the Landlord on or before the 5th day of each month.

9. **LATE FEES:** Should the Tenant pay the Landlord between the 6th day and the end of the month when rent is due, the Tenant shall pay to the Landlord the sum of \$100 which constitutes a fee for late payment. For each additional month the payment of rent is unpaid, the Tenant shall pay the Landlord an additional \$100 with a maximum late fee for any month being capped at \$500. For example, if the Tenant pays rent that was due in January on March 10, the Tenant would owe the Landlord \$300 in late fees in addition to the rent. Acceptance of of such late payment(s) shall not be deemed consent by the Landlord to late payments, nor a waiver of any remedies to which the Landlord is otherwise entitled, as a result of late payment(s) or non-payment of rent.
10. **FIRST AND LAST MONTH RENT:** The Tenant shall pay to the Landlord on or before November 15, 2022, first month's rent in the sum of ~~three thousand~~ ^{five thousand} dollars (\$~~3,000~~ ^{5,000} USD) and last months' rent in the sum of three-thousand dollars (\$3,150 USD). First month's rent shall apply to February 2023 (the first paid month) and no other base rent shall be due that month. Last month's rent shall be applied to the final month of the rental, and the Tenant shall owe to the Landlord whatever additional amount is owed based on the current monthly rate during the last month. *TH*
11. **SECURITY DEPOSIT:** The Tenant shall pay to the Landlord on or before November 15, 2022, a security deposit to cover damages in the sum of three-thousand dollars (\$3,000 USD). If the Tenant shall have fully complied with all the covenants, agreements, terms and conditions of this Commercial Lease Agreement, but not otherwise, said sum so paid shall be refunded to Tenant upon termination of the Lease, without interest. Without limitation, sums from the security deposit may be subtracted by Landlord to repair any damage, excluding ordinary wear and tear, caused by the Tenant during the lease term. After Tenant improvements are completed, the Parties shall conduct a walkthrough and document and/or photograph the condition of the premises. Each party should keep a copy of this record and it may serve as a basis for the return and/or deductions from the security deposit. No more than 30 days after the end of the rental, the Landlord shall, if applicable, return the security deposit to the Tenant together with an itemized list detailing the associated cost for each deduction in the amount returned.
12. **APPLICATION OF LAST MONTH'S RENT AND SECURITY DEPOSIT FOR NON-PAYMENT:** Should the Tenant fail to pay any sum due under this Agreement within one month of the due date, the Landlord may apply the last month's rent and/or the security deposit to the unpaid balance. Upon making this election, the Landlord must provide written notice to the Tenant of the amount

deducted and the reason for the deduction. Upon receipt of such notice, Tenant must replenish the security deposit and/or last month's rent by paying within 30 days to Landlord the amount deducted.

- 13. HOLDING OVER:** Should the Tenant remain in possession of the Leased Property after the expiration of the Renewal Period such hold over will be allowed only with the express written consent of the Landlord, then during such period the tenancy shall be month to month, and the rate charged shall be the last monthly rate, plus all charges payable herein and the terms of this lease shall otherwise continue to apply to both Parties.
- 14. UTILITIES:** The Tenant shall be responsible for all utilities serving the Leased Property including electricity, garbage, telephone lines (if any), water and sewer.
- 15. PAYMENT OF PROPERTY TAXES:** Starting January 1, 2023, the Tenant is responsible to pay one-half of the property taxes due and owing on Skagit County Parcel Number P55098. Such payments shall be made to the Landlord directly in monthly increments due and payable when rent is due. The monthly increments shall constitute 1/24 (one twenty-fourth) of the yearly assessed property taxes on P55098. At the time this Agreement is executed, the current annual assessment for P55098 is \$4,420.38 so the monthly increment will be \$192.52 ($\$4,420.38 \div 24$). If and when the County changes the annual assessment, the monthly increment payable by Tenant when the rent payments are due will be recalculated accordingly. Landlord will pay the property taxes when due. Such deadlines for the payment of taxes are currently April 30 and October 31 of each year.
- 16. PAYMENT OF INSURANCE:** The Landlord maintains a policy of insurance which covers the entire building. Starting January 1, 2023, the Tenant is responsible to pay one-half of this insurance cost directly to the landlord. Such payments are due monthly, either at the time rent is paid or five days after the Landlord informs the Tenant of the amount due, whichever is later. Tenant shall also provide and maintain comprehensive public liability insurance against any and all claims and liabilities for personal injury, death or property damage occurring on, about or related to use of the demised premises or improvements now or hereafter placed upon the demised Premises. Without limitation, Tenant's insurance will cover liabilities relating to Tenant's service of alcoholic beverages. Such insurance shall at all times be in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit for injuries or death to persons or property damage, or in such greater amount(s) as Landlord may hereafter reasonably require at two (2) year intervals. Such insurance shall contain a broad form contractual liabilities endorsement. Landlord will be named as additional

insured. Tenant shall provide a Certificate of Insurance confirming the coverage and provide a full copy of the policy if requested.

17. **PARKING AREA:** There is a gravel parking area on the Landlord's property to the West of the building. Subject to the reservations expressed in paragraph 4 of the Recitals, the use of such area for parking is included in the rent and may be used by the Tenants, their employees, agents and customers for temporary parking during their visit to the Tenant's business. The parking area will be shared by Landlord and Tenant. Parking spaces may not be reserved by signage. There will be no overnight parking, or parking in excess of 24 hours. Tenant will not rent parking spaces to any other party. If Landlord paves the parking area, Landlord reserves the right to exclusive possession of the portion of the parking area situated north of a westerly extension of the northern boundary of P55098, as mentioned in paragraph 4 of the Recitals, and Landlord reserves the right to rent to third parties spaces in that portion of the parking area.

18. **RESPONSIBILITY FOR REPAIRS:** For the leased property, the Tenant and Landlord responsibility for repairs is as follows, subject to the "DAMAGE DUE TO THE FAULT OF A PARTY" paragraph below:

Landlord Responsibility

1. All structural repairs to the exterior of the building. This includes but is not limited to repairing the roof, walls, foundation, windows, water leaks, broken water or sewer lines, etc.
2. All internal damage caused by external problems: This includes but is not limited to repair for flooding cause by a broken water line or leaks, damage from a roof or wall collapse, etc.

Tenant Responsibility

1. All ordinary repairs in the Leased Property. This includes but is not limited to the repair of kitchen and bathroom areas, replacing light fixtures and bulbs, repairing or replacing items such as sinks, toilets, doors and doorknobs, locks and all other fixtures contained in the Leased Property.
2. Repair of major internal items in the Leased Area. This includes but is not limited to repair of the electrical system, drywall or internal walls, the hot water heater, internal plumbing issues, HVAC, etc.
3. The repair or replacement of any items used in the course of operating the Tenant's restaurant.

{02037-00870278;1}

Su Jin Jo/Decadent Enterprises, LLC
COMMERCIAL LEASE AGREEMENT
Page 7 of 13

The Law Office of Justin Rothboeck
1008 5th Street
Anacortes, Washington 98221

4. The repair or replacement of any of all the work completed by the Tenant pursuant to the "Tenant Improvements" paragraph of this Agreement.

19. **DAMAGE DUE TO THE FAULT OF A PARTY:** Should the negligence of the Tenant cause the need for repair or replacement that would normally be the responsibility of the Landlord, then in this case the Tenant shall be responsible for the cost of such repairs. Should the negligence of the Landlord cause the need for repair or replacement that would normally be the responsibility of the Tenant, then in this case the Landlord shall be responsible for the cost of such repairs.
20. **TIMELINESS AND QUALITY OF REPAIRS:** The Parties agree make repairs and replacements for which they are responsible in a workmanlike manner, in a timely fashion, and which minimizes interference to the Parties' use of the property. With 24 hours' notice from Landlord (no notice required in case of emergency), Tenant shall allow Landlord and her agents access to make inspections or necessary repairs within the Landlord's purview.
21. **TENANT IMPROVEMENTS:** The Parties acknowledge that Tenant contemplates making substantial improvements to the interior building space on the Leased Property to accommodate a restaurant of the character Tenant plans to operate. The Tenant will make improvements, at their expense, to the interior of the Leased Property, that are consistent with operating a restaurant. Tenant's planned improvements are identified on Exhibit B. The choices related to style, which improvements to make, and generally how to go about the work will be at the sole discretion of the Tenant. The Tenant promises to complete all work in a workmanlike manner and obtain any necessary permits. Tenant agrees to employ only licensed and bonded contractors for the improvements work, and will provide proof of licensure and bonding to landlord prior to any contractor commencing work. The Landlord has the right to review any contemplated modifications involving plumbing, electrical, or HVAC, or removal or moving of interior walls. The Landlord agrees to cooperate in the permitting process and execute any documents necessary for the Tenant's intended permits.
22. **OWNERSHIP OF TENANT IMPROVEMENTS:** All irremovable improvements such as walls, flooring and electrical fixtures will become the property of the Landlord once completed (the materials used will remain the property of the Tenant until installed). The Tenant will also install stoves, refrigerators, tables, chairs, and other kitchen and restaurant equipment, all of which will remain the property of the Tenant even if normally considered a fixture. This includes a walk in cooler and a

sushi case owned by Landlord and currently on the premises which Tenant has agreed to purchase for \$3,000.

- 23. LIQUOR LICENSE CONTINGENCY:** The Parties hereby acknowledge that the sale of alcoholic beverages is critical to the Tenant's ability to operate their business successfully. The Tenant is in the process of obtaining a license to serve alcoholic beverages on the premises. This Agreement is contingent on the Tenant, at a minimum, obtaining a license to serve beer and wine at their restaurant. Should the Tenant fail to obtain such a license by **February 1, 2023**, then the Tenant may elect to void this Agreement and in such a case any irremovable improvements already completed by the Tenant will become the property of the Landlord. If the tenant elects to void this Agreement under this paragraph on or before the date stated, first and last month's rent will be returned to the Tenant and the security deposit will be forfeited to the Landlord.
- 24. MUTUAL WAIVER OF SUBROGATION:** The Landlord and Tenant mutually waive their respective rights of recovery against each other for any loss insured by special cause of loss and other property insurance policies existing for the benefit of the Parties. Each party shall apply to their insurers to obtain such waivers and take any other action necessary to complete this waiver. Notwithstanding the foregoing, this waiver will not apply if such would effectuate denial or loss of coverage.
- 25. WAIVER OF IMMUNITY.** Landlord and Tenant each specifically and expressly waive any immunity that either may be granted under the Washington Industrial Act, Title 51 RCW. Neither party's indemnity obligations under this lease shall be limited by any limitation in the amount or type of damages, compensation or benefits payable to or for any third party under a Workers Compensation Act, Disability Benefit Act, or other employee benefit act.
- 26. SUBLETTING/ASSIGNMENT:** The Tenant agrees not to sublet or assign the Leased Property without the written permission of the Landlord. The Landlord retains sole discretion to withhold consent to sublet or assign. Factors the Landlord may consider in determining whether to withhold consent to subletting or assignment include but are not limited to the following: (1) poor credit, bankruptcy or poor business history of the sublessee or assignee; (2) a proposed business to be operated by the sublessee or assignee that is inconsistent with the restaurant model Tenant contemplates; (3) a proposed business to be operated by the sublessee or assignee that competes with any business in which the Landlord has an interest; (4) a sublessee or assignee with criminal convictions or felony convictions; or (5) any situation wherein the Landlord, in her sole discretion, believes that her property may be damaged or there may be risks to her business interests.

- 27. LIENS.** Tenant shall keep the Premises free and clear of any liens arising out of the use and occupancy of the Premises, any work performed, materials furnished or obligations incurred by Tenant, including for Tenant Improvements, and if any lien claims are filed, will immediately cause same to be removed and will defend, indemnify and hold Landlord harmless until they are removed, all at Tenant's expense. In the event a lien or lien claim is filed against the Premises and is not removed or released within ninety (90) days thereafter, it shall constitute an event of default under this Lease.
- 28. CASUALTY REBUILDING.** The damage, destruction or partial destruction of the Premises shall not release Tenant from any obligations hereunder, except as hereinafter expressly provided. In case the Premises are destroyed or injured by fire, earthquake, flood or other casualty, then Landlord may, at Landlord's option, using the proceeds of any applicable insurance obtained pursuant to Section 6, proceed to rebuild and restore the Premises, or such part thereof as may be injured as aforesaid, provided that within sixty (60) days after such destruction or injury, Landlord shall, in writing, notify Tenant of Landlord's intention so to do. During the period of such rebuilding and restoration, the rent shall be abated in the same ratio that the portion of the leased Premises rendered for the time being unfit for occupancy shall bear to the whole leased Premises. If the Landlord shall fail to rebuild and restore the Premises, and to notify Tenant thereof, as aforesaid, then this Lease shall, at the expiration of the time for the giving of the notice above referred to, be deemed terminated and at an end, and all rights and liabilities by and between the parties shall thereupon cease; except for Tenant's continuing duty to defend and indemnify Landlord and to pay any delinquency prior to the time of such casualty. For the avoidance of doubt, an epidemic, pandemic or public health emergency shall not be considered a "casualty" as such term is used in the Lease Agreement.
- 29. DEFAULT.** Any of the following (non-exhaustive) listed events will constitute a default event by Tenant:
- a. **Failure to Pay.** Failure to pay any sum, including rent, due under this Agreement following five (5) days' notice from Landlord of the failure to pay.
 - b. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as absence from the premises for 15 or more consecutive days without prior notice to Landlord) or abandonment by Tenant of the Premises (defined as the absence of five (5) or more days while Tenant is in breach of some other provision of this Agreement).
 - c. **Insolvency.** Tenant's insolvency, bankruptcy, or appointment of a receiver, assignee or other liquidating officer for the Tenant's business.
 - d. **Levy or Execution.** The taking of Tenant's interest in this lease or the premises, or any part thereof, by execution or other process of law directed

against the Tenant, or attachment of Tenant's interest in this lease by any creditor of Tenant if such attachment is not discharged within 15 days of being levied.

e. **Liens.** See paragraph 27.

- 30. REMEDIES.** If a default event by Tenant occurs, Landlord may, without limitation, at its election proceed with any or all of the following: (1) terminate Tenant's interest under the Lease by written notice with termination date as specified in the notice; (2) require payment of unpaid rent, taxes, or other amounts owed pursuant to this Agreement with interest accruing at 12% per annum, with payment obligations continuing as they accrue under this Agreement unless, until, and only to the extent Landlord secures replacement Tenant; (3) seek damages for ongoing or future losses occasioned by Tenant's breach; (4) re-enter, repossess, and re-let the premises. Tenant must within five (5) days of written demand for same, remove all of its property from the premises, failing which the property shall be the Landlord's to dispose of or sell at Landlord's discretion, sale proceeds, if any, to be credited against costs of sale or disposal, then Landlord's damages.

31. GENERAL TERMS OF THIS COMMERCIAL LEASE

- a. **NOTICE:** Any written notice pursuant to this Agreement may be made by email or regular mail to the addresses noted below. Either party may update their notice address from time to time by providing written notice to the other party.

Landlord

Tenant

Mailing Address:

Mailing Address:

Su Jin Jo
820 Commercial Avenue
Anacortes, Washington 98221

Tasha Hofer
1018 6th Street
Anacortes, Washington 98221

Email: sujinskimchi@gmail.com

Email: tashalee27@gmail.com

TashaLeestade@gmail.com

- b. **VENUE/CHOICE OF LAW:** The venue for enforcing the terms of this Agreement is the Superior Court of Skagit County, Washington. The law of the State of Washington applies to this Agreement.

- c. ATTORNEY FEES:** If either party brings a legal action to enforce the terms of this Agreement, the substantially prevailing party is entitled to an award of reasonable attorney fees and costs.
- d. REPRESENTATION:** The Tenant was represented by The Law Office of Justin Rothboeck during the commercial lease negotiation. The Landlord is advised to seek her own legal representation if she wishes.
- e. USE OF LANDLORD'S PRODUCTS.** Landlord creates numerous varieties of kimchi and related products. As additional consideration, Tenant agrees to consider Landlord's products for use in Tenant's restaurant to the extent Landlord's products are compatible with Tenant's business and menu plans and requirements.
- f. EFFECTIVE DATE:** The Contract is effective upon the signature of the second party to sign.
- g. BINDING ON SUCCESSORS:** This Agreement is binding upon the successors, heirs, agents and assigns of the Parties.
- h. SEVERABILITY.** Any provision found to be invalid or enforceable shall not affect, impair, or invalidate any other provision of this Agreement.

Signed this 15 day of November 2022.

Su Jin Jo, Landlord

Signed this 15 day of November 2022.Tasha Hofer, for and on behalf of
Decadent Enterprises, LLCTom Hofer, for an on behalf of Decadent
Enterprises, LLC

State of Washington

County of Skagit

This record was acknowledged before me on
this 15th day of November 2022 by Su Jin
Jo.Justin Rothboeck
Notary Public in and for the State of
Washington.
Residing at Anacortes, Washington

State of Washington

County of Skagit

This record was acknowledged before me on
this 15th day of November 2022 by both
Tasha Hofer and Tom Hofer as owners of
Decadent Enterprises, LLC.Justin Rothboeck
Notary Public in and for the State of
Washington.
Residing at Anacortes, Washington

Notary Seal

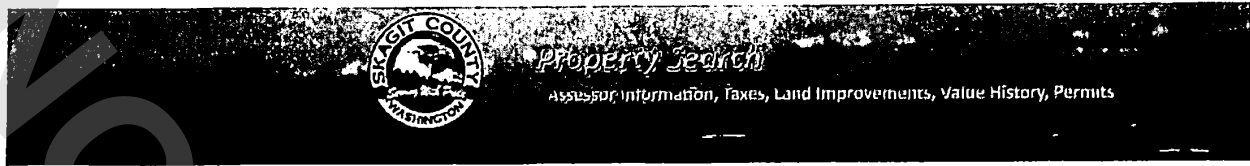
JUSTIN R ROTHBOECK
Notary Public
State of Washington
Commission # 175044
My Comm. Expires Sep 9, 2026

Notary Seal

JUSTIN R ROTHBOECK
Notary Public
State of Washington
Commission # 175044
My Comm. Expires Sep 9, 2026

[Home](#) [Site Search](#)[Department Directory](#)[Select Language!](#) ▼

November 10, 2022

[Find It Here](#)[Records](#)[Contact](#)

Select a search option below:

☐ Address ☒ Parcel # ☐ Owner Name (Last First) ☐ Road ☐ XrefID[Prior Searches](#)

Enter Parcel #: P55098

[Clear](#) [Help](#)[Print](#)[Clear Prior Searches](#)

P55098

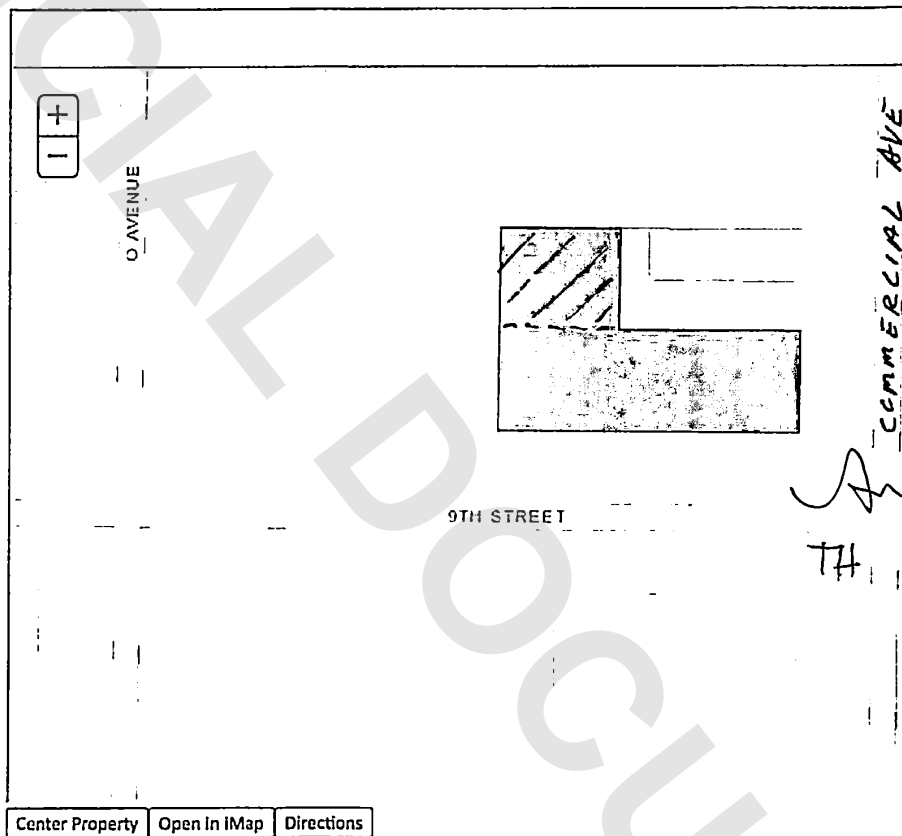
JO SU AN

820 COMMERCIAL AVENUE

ANACORTES, WA 98221

[Summary](#) [Improvements](#) [Land](#) [Transfers](#) [History](#) [Taxes](#) [Permits](#) [Map View](#) [Sales Comps](#)

Property Map

[Center Property](#)[Open In IMap](#)[Directions](#)[Top](#)[Back](#)[Home](#)[Privacy & Terms of Use](#)

© 2021 Skagit County

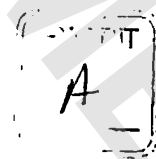


EXHIBIT B - PLANNED TENANT IMPROVEMENTS

1. Levelling and replacing of flooring throughout the building
2. Removal of drop ceiling and repair of original high ceiling
3. Construction of a disabled compatible bathroom, with electrical and plumbing inside
4. Existing bathroom remodel
5. Kitchen walls will be covered in stainless steel and FRP vinyl wall covering
6. New windows and doors will be installed where necessary for appearance, rodent proofing and function
7. Front entrance will be repaired to be structurally sound and cosmetically appealing. in the future a permitted awning will be added
8. installation of a modern furnace and possible air conditioning. forced air furnace being first priority
9. repair of any electrical shortcomings, replacement of switches and outlets
10. kitchen plumbing will be brought up to modern code with installation of the floor drains and trap reconfiguration