

When recorded return to:
Jennifer Nam
Velocity SBA
1055 East Colorado Boulevard #215
Pasadena, CA 91106

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 07/09/2024

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620055000

Chicago Title
620055000

DOCUMENT TITLE(S)

Lease

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

Additional reference numbers on page _____ of document

GRANTOR(S)

Tracy Dean Barnett & April K Emanuelson-Barnett

☐ Additional names on page _____ of document

GRANTEE(S)

La Conner Wellness and MMA, LLC

☐ Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

PTN LTS 9-11, INCLUSIVE, BLK 17, MAP OF SYNDICATE ADDN TO THE TOWN OF LA CONNER

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

P74380 / 4128-017-900-0400

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**LEASE
(General Form)**

1. PARTIES:

This Lease is made and entered into this 24th day of June, 2024 by and between Tracy Dean Barnett & April K Emanuelson-Barnett (hereinafter referred to as "Landlord") and La Conner Wellness and MMA, LLC (hereinafter referred to as "Tenant").

2. PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain real property and the building and other improvements located thereon situated in the city of La Conner, commonly known as 214 Maple Avenue, La Conner, WA 98257 (hereinafter referred to as the "Premises").

3. TERM:

The term of this Lease shall be 30 years including option periods commencing on June 24, 2024 and ending on June 24, 2054 (Maturity Date).

4. RENT:

Tenant shall pay to Landlord as rent for the Premises, the sum of \$4,991.20 per month, in advance on the first day of each month during the term hereof. Rent shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States to the Landlord at the address stated herein for notices or to such other persons or such other places as the Landlord may designate to Tenant in writing. **Rent amount is subject to change based on Wall Street Journal Prime Rate Index.**

5. INSURANCE:

During the entire Lease Term and at any time prior to the Lease Term Commencing with the day on which the Tenant is given possession of the Premises for any reason, Tenant shall, at its own expense, maintain adequate commercial general liability, replacement cost of building, and business contents insurance.

6. TAXES:

(a) Real Property Taxes.

The tenant shall pay all real property taxes and general assessments levied and assessed against the Premises during the term of this Lease.

(b) Personal Property Taxes.

Tenant shall pay prior to the delinquency all taxes assessed against and levied upon the trade fixtures, furnishings, equipment, and other personal property of Tenant contained in the Premises.

7. UTILITIES:

Tenant shall make all arrangements and pay for all water, gas, heat, light, power, telephone, and other utility services supplied to the Premises together with any taxes thereon and for all connection charges.

8. ALTERATIONS AND ADDITIONS:

Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements, or additions in or about the Premises.

9. HOLD HARMLESS:

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Landlord's willful or grossly negligent conduct. Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises.

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10. ASSIGNMENT AND SUBLETTING:

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. The Landlord, Tracy Dean Barnett & April K Emanuelson-Barnett must lease 100% of Rental Property to tenant, La Conner Wellness and MMA, LLC. The tenant has right to manage any sub-lessee(s) on the subject property. However, the tenant can only lease the premises up to 49% of rentable space.

11. DEFAULT:

It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons there from in the manner allowed by law. The Landlord may, at his option, either maintain this Lease in full force and effect and recover the rent and other charges as they become due or, in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any other damages and pursue any other rights and remedies which the Landlord may have against the Tenant by reason of such default as provided by law.

12. SURRENDER:

On the last day of the term of this Lease, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage by fire and the elements accepted.

13. HOLDING OVER:

If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.

14. BINDING ON SUCCESSORS AND ASSIGNS:

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

15. NOTICES:

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

TO LANDLORD AT: 214 Maple Avenue, La Conner, WA 98257

TO TENANT AT: 214 Maple Avenue, La Conner, WA 98257

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

16. WAIVERS:

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions.

17. TIME:

Time is of the essence of this Lease.

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The parties hereto have executed this Lease on the date first above written.

LANDLORD:

TENANT:

Tracy Dean Barnett & April K Emanuelson-Barnett

La Conner Wellness and MMA, LLC




By: Tracy Dean Barnett

Date: 7/2/24



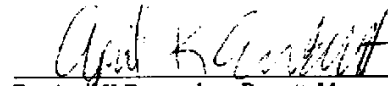
By: April K Emanuelson-Barnett

Date: 7/2/24



By: Tracy Dean Barnett, Manager & Member

Date: 7/2/24



By: April K Emanuelson-Barnett, Manager & Member

Date: 7/2/24

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 620055000

For APN/Parcel ID(s): P74380 / 4128-017-900-0400

PARCEL A:

That portion of Lots 9 through 11, Block 17, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, according to the plat thereof recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington, described as follows:

Beginning at the most Easterly corner of Lot 9;
thence Westerly along the South line of Washington Avenue to a point which is 126.81 feet West of the point of beginning;
thence Southwesterly parallel with the West line of Maple Avenue a distance of 85.55 feet;
thence Southeasterly parallel with the centerline of Talbot Street a distance of 110.00 feet, more or less, to the Northwesterly line of Maple Street at a point 148.69 feet Southwesterly of the point of beginning as measured along the Northwesterly line of Maple Street;
thence Northeasterly a distance of 148.69 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL B:

An easement for the use of the existing parking stalls over that portion of Lots 9 through 11, Block 17, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, according to the plat thereof recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington, described as follows:

Beginning at a point on the Northwesterly line of Maple Avenue a distance of 148.69 feet Southwesterly from the most Easterly corner of Lot 9;
thence Southwesterly along said Northwesterly line of Maple Avenue a distance of 29.00 feet;
thence Northwesterly parallel with the centerline of Talbot Street a distance of 46.50 feet;
thence Northeasterly, parallel with the Northwesterly line of Maple Avenue a distance of 29.00 feet;
thence Southeasterly a distance of 46.50 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.