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12/11/2024 10:44 AM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

Return Address:

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kauper Oldman
DATE 12/11/2024

Document Title:

Commercial Building lease

Reference Number (if applicable): _____

Grantor(s):

additional grantor names on page ____

- 1) David J. McCoy / Dave J. McCoy
- 2) Wendy L. McCoy, Adam McCoy

Grantee(s):

additional grantor names on page ____

- 1) PF Burlington LLC
- 2) _____

Abbreviated Legal Description:

full legal on page(s) ____

Section 5, Township 34 North, Range 4 E. W.M.

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ____

P72731

**HIDDEN WAVE PROPERTIES
COMMERCIAL BUILDING LEASE**

KNOW ALL MEN BY THESE PRESENTS, that Hidden Wave Properties, a joint venture whose members are David ("Dave") J. McCoy, Wendy L. McCoy, and Adam McCoy, hereinafter called "Lessors" or "Lessee," or "Lessor", in consideration of the covenants contained herein, and the rental property described herein, do hereby let, lease, and demise unto: PF Burlington LLC, hereafter referred to as the "Lessees" or "Lessee", or "Lessee" or "Lessees", and collectively the Lessors and the Lessees (collectively known as the "Parties") hereby agree to be bound by the following terms:

- 1. **Property Subject to this Lease Agreement.** The property subject to this Lease Agreement shall consist of the following property commonly known as **107 Cedar Street, Burlington, Washington, 98233**, legally described as: The Easterly approximately 2,200 square feet on the ground floor of that certain building physically located at 107 Cedar Street, Burlington, Washington. Additionally, Lessee shall have the right to use the parking spaces adjacent to the building as assigned by Lessor from time to time.
- 2. **Purpose.** The Premises shall be used by Lessee to operate a pizza restaurant business and facility. It is agreed that the Lessor will not allow any other competing restaurants to occupy any other part of the building. Lessee(s) shall not sublease or assign this Lease without the written authorization of the Lessor.
- 3. **Term.** This Lease is for a term of 5 years, commencing on Sept 1st, 2024, and ending on the 31 day of 8/31/29. The Lessee reserves an option to renew this Lease for an additional term of 5 years. All parties shall receive a copy of the fully executed Lease.

- 4. **Rent.** Lessee agrees to pay \$ 2635 per month for the first year of this Lease. Lease payments are due on the first day of each calendar month. In the event that rent is not paid on the 1st day of the month, a late fee in the amount of \$ per day shall accrue for each day past the 3rd day of each month the rent is due and unpaid, and shall be payable in the minimum sum of \$ per in the event the monthly rent is not paid prior to the 10th day of each month. The parties agree that the monthly rent amount will be adjusted in the following manner for each lease year during its term: The adjustment of monthly rent will be calculated on the basis of the Consumer Price Indexes Pacific Cities and U.S. City average West, from December 1st to December 1st of each applicable year. All payments from Lessee shall be first applied to any late fees due, then any remaining funds shall be applied to back rent owed by the Lessee. Lessee agrees to pay a charge of \$35.00 for each check returned by the bank on which it is drawn. Lessor shall have no obligation to redeposit any returned checks after the first time it is submitted to the bank. Any returned check will be considered as non-payment of rent and any applicable late fees shall apply accordingly. All payments and other correspondence by Lessee shall be forwarded to:

Hidden Wave Properties
 5411 Kingsway
 Anacortes, WA 98221
 (360)293-2447

OR 105
 Cedar St
 Burlington WA. 98223

All notices from Lessor to Lessee(s) shall be mailed or delivered to the Premises directly, unless otherwise agreed to in writing by both parties.

- 5. **Security Deposit.** Concurrently with the execution of this Lease, Lessee has paid the amount of \$ per, as a security deposit for faithful performance of Lessee's obligations hereunder. If Lessee shall have paid all rent provided herein and shall have complied with each and all terms and conditions of this Lease, the upon termination of the term herein and surrender of the Premises in the condition required by this Lease, Lessor will refund to Lessee the security deposit or unused portion thereof. Lessor may apply all or part of the security deposit to any unpaid rent or other charges due from the Lessee or to cure any other defaults in the Lease. Lessor shall have no obligation to pay interest on the security deposit any may commingle same. In the event that Lessor draws upon the security deposit to cover any obligation of Lessee, then Lessee shall reimburse Lessor immediately upon demand, to maintain the security deposit in the sum initially established herein. This deposit shall be deposited in the following financial institution by the Lessor: per, at per, Washington.

Commercial Lease, Page 1
Lessor's Initials: per


Lessee's Initials: per
Lessee's Initials: per

14. Default. The following occurrences shall each be deemed an event of default by the Lessee:

- a. **Failure to Pay.** Failure to pay any sum, including rent, due under this Lease, following five (5) written days' notice from Lessor to Lessee of failure to pay;
- b. **Vacation and/or Abandonment.** In the event Lessee vacates the Premises (defined as an absence for at least fifteen (15) consecutive days without prior written notice to Lessor, or if Lessee abandons the Premises (defined as an absence of five (5) days or more while Lessee is in breach of some other term of this Lease). Lessee's vacation or abandonment of the Premises shall not be subject to any notice or right of cure.;
- c. **Insolvency.** Lessee becomes insolvent, voluntarily or involuntarily becomes bankrupt, or a receiver, assignee, or other liquidating officer is appointed for Lessee's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an event of default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.;
- d. **Levy or Execution.** Lessee's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Lessee or is taken upon or subjected to any attachment by any creditor of Lessee, if such attachment is not discharged within fifteen (15) days after being levied.
- e. **Other Non-Monetary Defaults.** Lessee breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of thirty (30) days after notice by Lessor to Lessee of the breach unless breach cannot be cured within thirty (30) days in which Lessee shall be in default unless Lessee undertakes to cure the breach within thirty (30) days and thereafter pursues the cure to completion with reasonable diligence.

15. Remedies. In the event of any default by Lessee, Lessor shall have the following remedies, and the rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law:

- a. **Termination of Lease.** Lessor may terminate Lessee's interest under this Lease, but no act by Lessor other than written notice from Lessor to Lessee of termination shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon such termination, Lessee will remain liable for damages in an amount equal to the rent and other sums that would be owing by Lessee under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Lessor subsequent to termination after deducting all of Lessor's reletting expenses. In the event that Lessor initiates an unlawful detainer proceeding against Lessee, or any other action, the prevailing party shall be entitled to its costs and reasonable attorney's fees incurred in bringing such action.
- b. **Re-Entry and Reletting.** Lessor may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises, or any part thereof, expel Lessee from the Premises and anyone claiming through or under Lessee, and remove the personal property of either. "Re-letting expenses" is defined to include all reasonable expenses incurred by Lessor in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorney's fees, remodeling and repair costs, costs for removing and storing Lessee's property and equipment, and rent concessions granted by Lessor to any new Lessee, prorated over the life of the new Lease.
- c. **Waiver of Redemption Rights.** Upon termination of this Lease due to an event of default, Lessee, or itself, and on behalf of any and all persons claiming through or under Lessee, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.
- d. **Additional Rent.** All sums due to Lessor pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of rent, and Lessor shall have all the rights herein provided for in case of nonpayment of rent.
- e. **Failure to Remove Property.** If Lessee fails to remove any of its property from the Premises at Lessor's request following an uncured event of default, Lessor may, at its option, remove and store the property at Lessee's expense and risk. If Lessee does not pay the storage cost within ten (10) days of Lessor's request, Lessor may, at its option, dispose of such property in such

Commercial Lease, Page 3
Lessor's Initials: 

Lessee's Initials: 
Lessee's Initials: 

- 6. **Damage.** A charge will be made for the cost of restoring the Premises to its previous condition for any damage incurred during this tenancy, normal wear and tear excepted. All decisions on repairs shall be made solely by the Lessor. Any damage to the floors and/or carpets may be replaced rather than repaired, and the full cost, if any, shall be charged to the Lessee(s).
- 7. **Surrender of Premises.** Lessee shall have removed all possessions and garbage, completed all cleaning, and returned all keys to the Lessor on or before the last day of tenancy or any extensions thereof. Any fixtures installed by the Lessee at the beginning of, or during, the tenancy, that are not removed upon surrender of the Premises at the end of the tenancy shall either (a) be removed by the Lessee, or the Lessee's employees, contractors, successors, and/or assigns, payable at the Lessee's expense, payable within 30 calendar days after the Lessee(s) vacates the Premises; or (b) shall become the property of the Lessor. The Lessee(s) shall be responsible for returning the Premises to Lessor in the same or better condition as when Lessee(s) first moved into the Premises. The Lessee shall be responsible for reimbursing the Lessor for the cost of all repairs, cleaning, and any necessary maintenance that may be required to return the Premises to the original condition as the Premises were in at the beginning of the tenancy.
- 8. **Forfeiture of Deposit.** Lessee understands that once the Lease has been signed and the deposit paid, the deposit will be used to pay the Lessee's obligations of this Lease in the event Lessee does not actually occupy the Premises and/or comply with the requirement to pay rent for the full term of the Lease, whether Lessee vacates voluntarily or is evicted.
- 9. **Forwarding Address and Return of Keys.** Upon vacating the Premises, Lessee will return all keys and leave a forwarding address for the Lessor, so the Lessor can forward any future communications to the Lessee after vacating the Premises.
- 10. **Funds Due Upon Commencement of Lease.** The amount due itemized below, must be paid in full on or before the commencement of this Lease agreement:
 - a. Rent charges: \$ 2535
 - b. Security Deposit: \$ ~~0~~ previously paid by Lessee.
 - c. Total Amount Due: \$ 2535

11. **Utilities.** The Lessee is responsible for payment of the following utilities (check all that apply):

- Electricity Water Cable TV/Satellite TV Natural Gas/Propane
- Garbage Internet Sewer Other:

The Lessee shall put the following utilities in its name only:
All

Failure to pay all utility bills when due shall be considered a default of the terms of this Lease and subject the Lessee to eviction for failure to comply with the Lease terms.


- 12. **Renter's Insurance.** Lessee is hereby advised that the Lessor's property insurance for the Premises does NOT cover Lessee's personal property, including, but not limited to furnishings, fixtures, equipment, inventory, perishable goods, and all other belongings. Lessee is strongly advised to purchase renter's insurance to cover Lessee's property within the Premises. The lessor shall not be liable to Lessee for loss of personal property due to Lessee's lack of renter's insurance. Lessee may obtain a renter's insurance policy through the insurance agent of their choosing at the commencement of, or during, the tenancy term.
- 13. **Liens of Encumbrances.** Lessee will not permit any liens or other charges to encumber the Premises or building, and will promptly pay and discharge any obligation(s) which could, under any circumstances, become a lien upon the real property and improvements upon the Premises. Lessee shall indemnify and hold the Lessor harmless from any lien holders in the event the Lessor is named by any lien holder placing any liens upon the Premises. It shall be considered a default of this Lease if any lien is not released within thirty (30) calendar days after the Lessor first becomes aware of such lien and the Lessor notifies Lessee in writing of a demand to release such lien(s).

Commercial Lease Page 2
Lessor's Initials:

Lessee's Initials:
Lessee's Initials:

manner as Lessor deems proper, without notice to Lessee. Lessor shall apply the proceeds, if any, of such disposal: (i) to the expense of such disposal, including reasonable attorney fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Lessor from Lessee under any of the terms hereof; and (iv) the balance, if any, to Lessee. Nothing in this section shall limit the Lessor's right to sell Lessee's personal property as permitted by law to foreclose Lessor's lien for unpaid rent.

16. **Access to Premises.** Lessor shall provide Lessee with at least 48 hours advance notice before entering the Premises for the purposes of inspecting the Premises, making repairs (unless repairs are an emergency), making improvements, or supplying necessary or agreed services, or to show the Premises to prospective renters and/or buyers, mortgagees, workers, contractors, or other persons. In the event of an emergency, the Lessor shall make all efforts to notify the Lessee of a need to enter the Premises, however, in the event the Lessor is unable to notify the Lessee in advance of an emergency need to access the Premises, the Lessor shall do whatever is necessary to alleviate the emergency, within reason.
17. **Indemnification.** Lessee shall defend, indemnify, and hold Lessor harmless against all liabilities, damages, costs, and expenses, including attorney's fees, arising from or related to any act, omission, or negligence of Lessee, or Lessee's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or about the building or Premises, or arising from any breach of this Lease by Lessee. Lessee shall use legal counsel acceptable to Lessor in defense of any action within Lessee's defense obligation(s). The Lessor shall not be liable for any damage or injury to person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers or any other person in or about the Premises, whether such damage or injury is caused by or results from: (i) fire, steam, electricity, water, gas, or rain; (ii) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (iii) conditions arising in or about the Premises or upon other portions of the building, or from other sources or places; or (iv) any act or omission of any other Lessee or Tenant of the Premises and/or of the entire building. Lessor shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to the Lessee. The provisions of this paragraph shall not, however, exempt Lessor from Liability for Lessor's gross negligence or willful conduct. This paragraph shall also survive the termination of this Lease.
18. **Limitation of Liability.** Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this Lease is limited to Lessor's interest in the building and neither the Lessor nor its partners, shareholders, members, officers or other principals shall have any personal liability under this lease.
19. **Joint and Several Liability.** All parties signing this Lease as Lessee(s) shall be jointly and severally liable for all obligations of the Lessee.
20. **Brokers.** Each party shall indemnify and hold the other party harmless from any claim for a commission owed or alleged to be owed by the indemnifying party in connection with this Lease.
21. **Headings.** The headings of sections in this Lease are for convenience only, they form no part of this Lease and shall not affect its interpretation.
22. **Service of Notices.** All notices required by this Lease and applicable state or local law to be served by Lessee upon Lessor shall be mailed to the Lessor at:
Hidden Wave Properties, 5411 Kingsway, Anacortes, Washington 98221.
All notices required by this Lease and applicable state or local law to be served by Lessor to Lessee shall be mailed to the Lessee at the rental Premises.
23. **Relationship of the Parties.** Lessor and Lessee(s) shall not be deemed to be joint venturers or partners of one another, and neither party shall have any power to bind or obligate the other whatsoever.
24. **Maintenance.** Lessee shall at all times maintain the Premises in a neat and clean condition and upon of this Lease will leave the Premises in as good as condition as it is now, reasonable wear and tear

Commercial Lease Page 4
Lessor's Initials: 

Lessee's Initials: 
Lessee's Initials: _____

excepted. If Lessee neglects any of these duties, Lessor will contact a third-party service to perform any needed maintenance of the Premises. Lessee shall be responsible for payment and reimbursement of any repair costs that were necessitated because of Lessee's failure to properly maintain the Premises. In the event that repairs and/or maintenance is required, that is not caused by the neglect or willful acts of the Lessee, the Lessee shall notify the Lessor as soon as possible after learning of the required repair and/or maintenance. Lessee shall not attempt to make any repairs and/or maintenance without first notifying the Lessor in writing of the alleged required repair and/or maintenance.

25. **Alterations to the Premises.** Lessee shall not make any alterations to the Premises, nor make any changes to fixtures, locks, and/or wiring, or do any painting or other redecorating without the prior consent of the Lessor.
26. **Lessee Obligations.** Lessee(s) shall comply with obligations and provisions of all city, state codes, ordinances, laws, and regulations. Lessee(s) shall also keep the Premises clean and sanitary as possible, free of all rubbish, garbage, refuse and other organic or flammable waste. Lessee(s) shall also keep snow, ice, and other debris off of all walkways to ensure the safety of the Lessee(s), their guests, and the public. Lessee(s) shall not commit waste on the Premises. Lessee(s) shall use all electrical, gas, heating, plumbing, appliances, and other fixtures as intended and shall promptly report any inoperational appliances to the Lessor as soon as possible. Lessee(s) agrees to maintain the lawn, trees, shrubbery, flower beds and grounds in good condition and weed-free at all times during the tenancy. Lessee(s) agrees to pay for any damage to the Premises, its fixtures, or furnishings not owned by the Lessee(s) which is caused by the Lessee(s) and/or their guests, invitees, and/or licensees. Payment for any damage caused by the Lessee(s) and/or their guests, invitees, and/or licensees shall be paid promptly, and if not paid in full within 30 calendar days after the Lessor first is aware of such damage, the next payment from the Lessee will be first applied to the cost of repair of such damage, then to any applicable late fees, then to any back rent still owed. Lessee(s) shall use reasonable care in the Premises and shall be responsible for any cost of plumbing stoppages including garbage disposal jams; supplying and changing furnace filters at regular intervals (spring and autumn); supplying and replacing lightbulbs and smoke detector batteries; damage to doors, windows, window screens, carpets, flooring, and/or any other fixture of the Premises. Lessee(s) shall also keep the pipes from freezing during cold weather by keeping the faucets dripping slightly to prevent water in the pipes from freezing. Lessee shall disconnect all outside hoses from any faucets during the winter months and times of cold weather. The furnace, air conditioners, hot water heaters, freezers, refrigerators, ovens, toilets, sinks and faucets are part of the restaurant equipment and are to be maintained by lessee.
27. **Attorney's Fees.** In the event it becomes necessary for either party to hire an attorney to enforce any or all of the terms of this Lease, the prevailing party is entitled to reimbursement of his or her reasonable attorney's fees incurred, as well as the associated costs of having to enforce this Lease, including but not limited to, court costs, mediation fees, arbitration fees, process server fees, deposition costs, transcript costs, etc., regardless of whether a case was filed in court or not.
28. **Waiver and Indemnification.** Any waiver of rights by the Lessor of any of the terms of this Lease at any time during this tenancy shall not constitute a permanent or continuing waiver of rights in the event the Lessor chooses to enforce the terms of this Lease at a later date. Lessee agrees to indemnify the Lessor from any and all claims arising out of actions or claims of Lessee or Lessee's family, guests, invitees, and/or licensees.
29. **Smoke Detectors and Carbon Monoxide Detectors.** The Premises includes smoke detectors and carbon monoxide detectors. If the detectors are battery-operated, the Lessee shall replace the batteries of each detector two times per year, preferably in the spring and the autumn when the clocks are changed for daylight savings time. The Lessee shall test each detector upon commencement of the Tenancy and report any inoperational detectors to the Lessor as soon as possible. **Lessee's Initials:** *MSJ*
30. **Maintenance Requests.** The Lessee shall report any inoperational items to the Lessor in writing, by sending a written letter to the same address where the rent payment is made to, or by hand-delivering a copy of the written letter directly to the Lessor. The Lessee can call the Lessor by phone, but a written maintenance request shall also follow any phone calls to the Lessor. The Lessor shall commence maintenance as soon as is practicable, within reason if the cause of such inoperational equipment is not

Commercial Lease Page 5
Lessor's Initials: *AC*

Lessee's Initials: *MSJ*
Lessee's Initials: *MSJ*

the fault of the Lessee. In the event that the Lessee, or its guests, invitees, and/or licensees are responsible for such inoperational equipment and/or fixtures, and/or other items in the Premises, Lessee shall be responsible for repairing such equipment and/or fixtures as soon as reasonably practicable. Lessee may include photos if that would help communication to expedite any repairs or maintenance.

31. **Destruction of Premises.** Should the Premises be destroyed or materially damaged by fire, earthquake, or other casualty, Lessor may proceed as its option and sole expense, to rebuild and restore the same provided that within thirty (30) days of such destruction or damage, Lessor shall give Lessee notice in writing of its intention to so rebuild or restore the Premises. Failure by Lessor to notify Lessee within the given thirty (30) day period shall result in termination of this Lease. During any period that Lessee may be deprived of the use of the Premises due to a casualty, the rent shall be abated in proportion to the portion of the Premises rendered unsuitable for use, except that the rent shall not be abated if the casualty was caused by the acts or omissions of the Lessee, its agents, employees, contractors, subcontractors, suppliers, licensees, guests, and/or invitees.

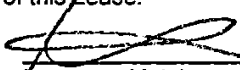
32. **Integration, Severability and Venue.** This Lease agreement represents the entire agreement between Lessor and Lessee(s). Any prior statements, promises, commitments or other communications between Lessor and Lessee that are not part of this Lease do not apply unless contained within this Lease, and signed and dated by both Lessor and Lessee. If any part of this Lease is adjudicated by a court of competent jurisdiction to be invalid, then the remaining parts of this Lease shall still remain in full force and effect as though the invalid portion(s) was not part of this Lease. If any cause of action is filed to enforce the terms of this Lease or for declaratory judgment regarding this Lease, then venue shall lie in the Superior Court of the County in which the Premises are situated. This Lease shall be interpreted by the laws of the State of Washington.

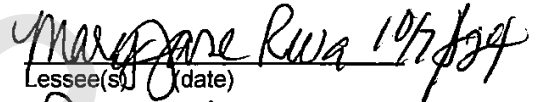

33. **Counterparts.** This Lease may be executed in counterparts which together shall constitute one and the same instrument.

34. **Additional.** If lessee sells his restaurant lessor will let new owner take over this lease, providing he can pass a basic credit ck. And he will be required to provide a lease deposit as we haven't required one for this lease. If lessor should decide to sell the building, lessee will get first chance to purchase it.

35.

Signatures Indicate Understanding and Acceptance of Terms. By the Lessor's and Lessee's signatures below, each party has fully read the terms of this Lease and understands each party's duties and obligations during this tenancy and the Lessor and the Lessee both accept the terms herein and agree to be bound by the terms of this Lease.

 12/3/2024
Lessor (date)

 12/11/2024
Lessee(s) (date)


California
STATE OF ~~WASHINGTON~~
COUNTY OF Monterey) ss.

ACKNOWLEDGMENTS

On this day personally appeared before me, MARY JANE REVA, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she they signed the same as his/her/ their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7TH day of OCTOBER, 2024.

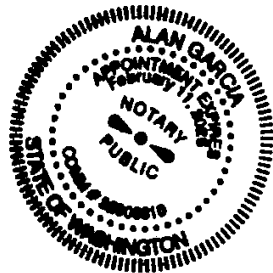
See Attached for
Notarial Seal

M. J. Reva
(signature)
Notary Public in and for the State of ~~Washington~~, CALIFORNIA
residing at: MONTEREY
My commission expires: 10/31/2025

Washington
STATE OF ~~WASHINGTON~~
COUNTY OF Monterey) ss.

On this day personally appeared before me, Adam McLoey, to me known to be the (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of **Hidden Wave Properties** that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf of said entity.

Given under my hand and official seal this 2nd day of December, 2024.



Alan Garcia
(signature)
Notary Public in and for the State of Washington,
residing at: Snohomish County
My commission expires: February 11, 2026

Commercial Lease Page 8
Lessor's Initials: [Signature]

Lessee's Initials: MJR
Lessee's Initials: [Signature]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

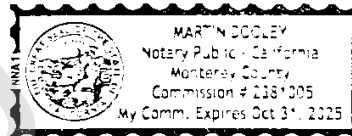
State of California
County of MONTEREY

On OCTOBER 7, 2024 before me, MARTIN DOOLEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARY JANE RIVA AND ROBERT R. RIVA,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Dooley (Seal)

(Handwritten mark)

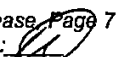
Exhibit A

Legal Description of Premises

That real property commonly known as **107 Cedar Street**, Burlington, Washington 98233, which is only a portion of the real property collectively known as 105 Cedar Street; 107 Cedar Street; and 896 Burlington Boulevard, Burlington, Washington 98233, whereas *all three* addresses are *collectively* legally described as:

DK 12: THE SOUTH 12.4 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12, BLOCK 6, KNUTZEN'S ADDITION TO THE TOWN OF BURLINGTON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF BURLINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8511040013 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 0 DEGREES 17'42" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 92.12 FEET TO THE NORTH LINE OF THE SOUTH 12.4 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 38'12" EAST ALONG THE NORTH LINE OF THE SOUTH 12.4 FEET OF SAID LOT 10 A DISTANCE OF 10.00 FEET TO A POINT THAT IS 40 FEET EAST AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THENCE SOUTH 0 DEGREES 17'42" WEST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 72.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A SOUTH AND EASTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 89 DEGREES 55'20" AN ARC LENGTH OF 31.39 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE NORTH 89 DEGREES 37'38" WEST ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 29.97 FEET TO THE POINT OF BEGINNING.

Situate in Skagit County, Washington.

Commercial Lease, Page 7
Lessor's Initials: 

Lessee's Initials: 
Lessee's Initials: 