

April 16, 2021

Via Email (MICHAEL. WARFEL@ECY. WA. GOV)

Michael R. Warfel Cleanup Project Manager Toxics Cleanup Program Washington Department of Ecology, Northwest Regional Office 3190 160th Ave. SE Bellevue, WA 98008

Re: Response to Early Notice of Release of Hazardous Substances and Preliminary

Determination of Liability for Release at Town & Country Cleaners Bellevue

Site Name: Town & Country Cleaners Bellevue

Site Address: 310 105th Ave NE, Bellevue, WA 98004

Cleanup Site ID: 1880 Facility/Site No.: 2319

County Assessor's Parcel Number: 067900-0055

Dear Mr. Warfel:

I am writing on behalf of this firm's client, Jennifer S Cha LLC, in response to your Early Notice of Release of Hazardous Substances and Preliminary Determination of Liability for Release letter dated October 8, 2020. The letter notified Jennifer S Cha LLC that the Department of Ecology ("Ecology") was proposing to identify it as a potentially liable party ("PLP") for a release of hazardous substances that has occurred at the Town & Country Cleaners Bellevue Site. On behalf of Jennifer S Cha LLC, we submit these comments to clarify the historical use and ownership of 310 105th Ave NE, Bellevue, WA (the "Property"), provide a summary of environmental investigations conducted at the Property, respond to the Remedial Investigation/Feasibility Study Report and Cleanup Action Plan prepared for the Bellevue Plaza Property, and request assistance in coordinating access to buildings close to the Property for the investigation of trichloroethylene ("TCE") vapor risks that Ecology requested.

I. Historical Use and Ownership of the Property

First, we wanted to provide additional information on the Property's historical use and ownership. The Property has been used for dry cleaning operations since approximately 1978.¹

¹ See Evergreen Environmental Consulting, Contamination Assessment Report of Town and Country Cleaners, Bellevue, WA (Project No. 9001), dated December 1990, prepared for Joyce Smith ("Evergreen Report").

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Vincent and Joyce Smith acquired the Property in August 1977 and operated a dry cleaning business at the Property from approximately 1978 to 1990; this business has been known as Town and Country Cleaners since at least 1982.²

The Cha family's involvement with the Property began in February 1990, when Joyce Smith conveyed the Property to Yung Chol Cha, Son Ho Cha and Han Wo Cha, each with an undivided 1/3 interest (on February 8, 1990).³ Subsequently, Yung Chol Cha's ownership interest in the Property was conveyed to Son Ho Cha and Han Won Cha (on August 5, 2002); Son Ho Cha conveyed the Property to Han Won Cha as her separate estate (on February 9, 2004); and Han Won Cha's interest in the Property was conveyed to Jennifer Cha, as trustee of the Han Won Cha Trust (on June 21, 2018).⁴ On December 7, 2018, Jennifer S Cha, LLC, the current owner, acquired the Property from Jennifer Cha, as trustee of the Han Won Cha Trust.⁵

After acquiring the Property in 1990, the Cha family operated the Town and Country Cleaners business at the Property for less than two years (from approximately February 1990 to November 1991). In November 1991, the Cha family (under the "Cha Corporation" name) sold the assets of the Town and Country Cleaners business to Yong Kuk Chi and So Ja Chi, 6 who leased the Property for the purposes of operating the Town and Country Cleaners business from January 1992 until October 1999. 7 Since October 1999 to the present date, Richard F. Durr and Leah R. Durr have leased the Property and operated the Town and Country Cleaners business. 8

In summary, dry cleaning operations have taken place at the Property from approximately 1978 to the present. The Cha family, which has owned the Property since 1990, conducted dry cleaning operations under the Town and Country Cleaners name at the Property for less than two years. A number of parties other than the Cha family, including the current operators, have been operating at the Property for the remainder of its long history as a dry cleaning facility.

II. Description of Environmental Investigations Conducted at the Property

Next, we wanted to provide a description of the environmental investigations conducted at the Property. In November 1989, Associated Earth Sciences, Inc. ("AESI") visited the Property and collected a soil sample from an area to the east of the Property's building. The analytical results showed that the soil sample contained a tetrachloroethylene ("PCE")

² See Evergreen Report; Exhibit A (Chain of Title Documentation).

³ See Exhibit A.

⁴ See id.

⁵ See id. Note that an updated deed pertaining to the December 7, 2018 conveyance was recorded on April 10, 2019 to correct a scrivener's error.

⁶ See Exhibit B (Notice to Creditors regarding Sale of Town and Country Cleaners Assets).

⁷ See Exhibit A.

 $^{^8}$ See id.

⁹ Evergreen Report, page 1.

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concentration (67 mg/kg) that exceeded the Model Toxics Control Act ("MTCA") Method A PCE cleanup level (0.5 mg/kg at the time of the sampling). In January 1990, AESI conducted a remedial excavation; approximately three cubic yards of soil were excavated and placed into drums for offsite incineration. Confirmation samples collected at the limits of the excavation did not contain PCE above 0.5 mg/kg. In March 1990, AESI drilled three soil borings and completed two of the borings as soil vapor probes, and, in October 1990, Evergreen Environmental Consulting drilled three additional soil borings and completed them as soil vapor probes. The borings were advanced to depths ranging from 9 to 20 feet below ground surface, and groundwater was not encountered at these depths. Soil samples collected from the six soil borings contained PCE concentrations (0.025 to 0.350 mg/kg) that were below the 0.5 mg/kg Method A cleanup level. On January 15, 1997, the Seattle-King County Department of Public Health, in consultation with Ecology, issued a letter concluding that no further action ("NFA") was necessary.

On September 23, 2020, Ecology sent Jennifer S Cha LLC a letter rescinding the January 15, 1997 NFA letter based on information submitted to Ecology in August 2020 (presumably, this refers to the Remedial Investigation/Feasibility Study Report and Cleanup Action Plan for the Bellevue Plaza Property (discussed below)).¹⁸

On November 2, 2020, SLR International Corporation ("SLR") prepared a Site Information Data Transmittal summarizing the information SLR had collected on behalf of Jennifer S Cha LLC regarding the Property; this Site Information Data Transmittal was subsequently provided to Ecology. As summarized in this Site Information Data Transmittal, on February 16, 2020, SLR conducted a limited subsurface investigation beneath the floor of the building at the Property. SLR collected two soil samples, each of which identified concentrations of PCE (.206 mg/kg and .186 mg/kg, respectively) exceeding the current MTCA cleanup level (.05 mg/kg at the time of sampling). Also on February 16, 2020, SLR installed two soil vapor sampling ports in the concrete slab floor to allow for sampling the soil gas beneath the building on the Property; one of the soil vapor sampling ports needed to be resampled on

¹⁰ See Evergreen Report.

¹¹ Evergreen Report, page 1.

¹² See Evergreen Report.

¹³ Evergreen Report, page 1.

¹⁴ Evergreen Report, page 4.

¹⁵ T.A

¹⁶ Evergreen Report, pages 4-5.

¹⁷ Seattle-King County Department of Public Health, Letter to Mr. Jung Cha, dated January 15, 1997.

¹⁸ State of Washington Department of Ecology, Rescission of No Further Action (NFA) Status for the Town & Country Cleaners Bellevue Site, dated September 23, 2020.

¹⁹ SLR International Corporation, Site Information Data Transmittal, Town and Country Dry Cleaners, 310 105th Avenue NE, Bellevue, Washington, dated November 2, 2020.

²⁰ Id.

²¹ Id.

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April 26, 2020.²² One of these soil vapor sampling ports identified a concentration of TCE (537 ug/m³) in excess of the applicable screening level (250 ug/m³ at the time of sampling).²³ SLR recommended that an indoor air investigation be conducted consistent with Ecology's TCE guidance memo dated October 1, 2019 (Implementation Memorandum No. 22).²⁴ But the current operators of the Town & Country Cleaners, through their attorney, declined to allow such an investigation following consultation with their environmental consultant, Julie Wukelic from Hart Crowser. On September 15, 2020, SLR visited the Property to observe the replacement of a sanitary sewer line north of the Property's building and collected a single soil sample from the base of the area excavated for the utility work; this sample did not identify TCE or PCE in concentrations above the applicable MTCA cleanup levels.²⁵

Based on the foregoing, Jennifer S Cha LLC, as the owner of the Property, does meet the definition of a PLP under RCW 70A.305.040(1)(a) for a release of hazardous substances that occurred at the Property due to the applicable MTCA cleanup levels having become more stringent since the cleanup performed in the early 1990s and the NFA issued in 1997.

III. Response to Remedial Investigation/Feasibility Study Report and Cleanup Action Plan for the Bellevue Plaza Property

Next, we wanted to respond to the Remedial Investigation/Feasibility Study Report and Cleanup Action Plan for the Bellevue Plaza Property, 117 106th Avenue NE, 10502 Main Street, and 10510 Main Street, Bellevue, Washington, dated August 21, 2020, prepared by Farallon Consulting, L.L.C. ("Farallon") on behalf of Bellevue Investors I LLC (the "Bellevue Plaza Property Report"). In the Bellevue Plaza Property Report, Farallon asserts that halogenated volatile organic compound ("HVOC")-contaminated soil and groundwater on the western portion of the Bellevue Plaza Property is attributable to the continued release and migration of PCE and associated degradation products from a source(s) on the Property in soil gas, soil, and groundwater. ²⁶ For the following reasons, Farallon's assertion is speculative and additional

²² Id.

²³ *Id*.

²⁴ *Id*.

²⁵ Id.

²⁶ Farallon Consulting, L.L.C., Remedial Investigation/Feasibility Study Report and Cleanup Action Plan for the Bellevue Plaza Property, 117 106th Avenue NE, 10502 Main Street, and 10510 Main Street, Bellevue, Washington 1-2 (Aug. 21, 2020).

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investigation must be completed to confirm or refute whether the Property is in fact the source of this HVOC contamination identified at the Bellevue Plaza Property.

a. Sampling at the Monitoring Well Adjacent to the Property Did Not Establish that Contamination is Migrating to Regional Groundwater at the Well Location

The Bellevue Plaza Property Report asserts that an HVOC groundwater plume is migrating onto the Bellevue Plaza Property from the Property.²⁷ Indeed, much of the contamination depicted in the Bellevue Plaza Property Report is found in the regional groundwater table.²⁸ This groundwater table was observed at approximately 56.67 feet below ground surface in TCMW-2, a monitoring well located in the alley immediately adjacent and to the east of the Property.²⁹ However, the deepest soil contamination observed in that well was only at 45 feet below ground surface and two soil samples collected below that contamination, in the ten-foot zone located above the groundwater, did not contain any detectable contamination,³⁰ which indicates that the shallow contamination did not migrate to regional groundwater at this specific location. Accordingly, while the Bellevue Plaza Property Report attributes HVOC contamination on the Bellevue Plaza Property to the Property via migration as a groundwater plume, the sampling at the monitoring well located adjacent to the Property did not establish that contamination is entering the groundwater table at the well.

b. Monitoring Well on Taco Time/Michael's Property Assemblage Detected a Significantly Higher Concentration of PCE in Groundwater than the Monitoring Well Adjacent to the Property

The Bellevue Plaza Property Report also asserts that HVOC-contaminated soil and groundwater at the Taco Time/Michael's Property Assemblage is due to the migration of contamination from the Property. However, a monitoring well near Michael's Fine Dry Cleaners detected a significantly higher concentration of PCE in groundwater than a monitoring well located adjacent to the Property. Specifically, contaminated groundwater was reportedly observed in TCMW-2 at 0.24 ug/L of PCE, below the MTCA Method A Cleanup Level. Meanwhile, TT-FMW-7, located near Michael's Fine Dry Cleaners, reportedly contained contaminated groundwater at 170 mg/L of PCE, above cleanup levels and significantly higher than the groundwater adjacent to the Property. Accordingly, the Property is purported to be the source of HVOC contamination at the Taco Time/Michael's Property Assemblage when a

 $^{^{27}}$ *Id.* at 4-5.

²⁸ See generally id.

²⁹ *Id.* at Table 1, 1 of 50.

³⁰ *Id.* at Table 5, 18 of 50.

³¹ *Id.* at 2-3.

³² *Id.* at Table 8, 44 of 50.

³³ Id.

³⁴ *Id*.

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monitoring well near a dry cleaning operation at the Taco Time/Michael's Property Assemblage (Michael's Fine Dry Cleaners) reportedly detected significantly higher concentrations of PCE in groundwater than a monitoring well near the Property.

c. Several Dry Cleaning Operations in the Vicinity of the Bellevue Plaza Property Require Further Investigation

The Bellevue Plaza Property Report identifies five former or current dry cleaning operations as confirmed or potential sources of the HVOC contamination present on the Bellevue Plaza Property: (i) the Property; (ii) Michael's Fine Dry Cleaners; (iii) the Pacific Tower Cleaners Site; (iv) the Kwik Cleaners Site; and (v) the Ultra Custom Cleaners Main Street Site (also known as the Alamo Manhattan Main Street Site). ³⁵ Each of these five properties is known to have PCE contamination in soil and/or groundwater. ³⁶

Despite acknowledging that each of these dry cleaning operations is a potential source of the HVOC contamination present on the Bellevue Plaza Property, the Bellevue Plaza Property Report focuses on the Property as the HVOC contamination source, but does not critically evaluate each of these other operations. The Property, which is adjacent to a monitoring well at which sampling did not find that PCE contamination is migrating into the groundwater table,³⁷ is purported to be the source of an HVOC groundwater plume migrating south to the Bellevue Plaza Property.³⁸ Meanwhile, subsurface sampling was not conducted between the Bellevue Plaza Property and the Ultra Custom Cleaners Main Street Site,³⁹ which has residual PCE-contaminated soil and groundwater left in-place,⁴⁰ or between the Bellevue Plaza Property and the Pacific Tower Cleaners Site,⁴¹ which has residual PCE-contaminated soil left in-place.⁴²

Given the high density of dry cleaning operations in the immediate vicinity of the Bellevue Plaza Property, additional investigation is necessary to determine the source of the HVOC contamination at the Bellevue Plaza Property. The Bellevue Plaza Property Report does not sufficiently assess the dry cleaning operations in the vicinity of the Bellevue Plaza Property to confirm or rule out each of the operations as a potential source of HVOC contamination at the Bellevue Plaza Property.

³⁵ *Id.* at 2-2-2-4.

³⁶ See id.

³⁷ *Id.* at Table 1, 1 of 50, Table 5, 18 of 50.

³⁸ *Id.* at 4-5.

³⁹ See id. at Figure 6, Figure 7, Figure 8, Figure 10.

⁴⁰ Id at 2-4

⁴¹ See id. at Figure 6, Figure 7, Figure 8, Figure 10.

⁴² *Id.* at 2-3.

d. Data Gaps in the Attribution of HVOC Contamination at the Bellevue Plaza Property to the Property

The Bellevue Plaza Property Report asserts that there is an HVOC groundwater plume migrating south from the Property based on the results of a few samples collected on the periphery of this plume near the Property and at the Taco Time/Michael's Property Assemblage (in addition to those collected at the Bellevue Plaza Property). The Bellevue Plaza Property Report does not include any subsurface investigation of the other properties north of the Bellevue Plaza Property that would be impacted by this plume, including 308 105th Ave NE, 306 105th Ave NE, 304 105th Ave NE, 224 105th Ave NE, 210 105th Ave NE, 208 105th Ave NE, 206 105th Ave NE, 205 105th Ave NE, 204 105th Ave NE and 200 105th Ave NE.

Additional subsurface investigation is necessary to determine the source of the HVOC-contaminated soil and groundwater identified at the Bellevue Plaza Property and to confirm or refute the assertion that an HVOC groundwater plume migrating south from the Property has impacted the Bellevue Plaza Property. In particular, subsurface investigations of the other properties north of the Bellevue Plaza Property that would be impacted by such a plume must be completed.

e. Insufficient Information to Make Jennifer S Cha LLC a PLP with respect to the Bellevue Plaza Property or Establish that the Property is the Source of an HVOC Groundwater Plume

In summary, there is not sufficient information to conclude that Jennifer S Cha LLC is a PLP with respect to HVOC contamination identified on the western portion of the Bellevue Plaza Property or to establish that the Property is the source of an HVOC groundwater plume. Without waiving any equitable or statutory defenses and without admitting liability, Jennifer S Cha LLC desires to work collaboratively with Ecology regarding the potential HVOC groundwater plume issue, but this process must include involvement of the other likely PLPs to fill the data gaps and appropriately identify the sources and delineate the extent of the contamination discussed herein.

IV. Request for Assistance in Coordinating Access to Nearby Buildings for the Evaluation of TCE Risks

Finally, we would like to request your assistance in coordinating access to three buildings located nearby the Property to enable us to conduct the evaluation of TCE risks that you requested in your October 7, 2020 letter. The Work Plan to Evaluate Trichloroethylene Risks for Town and Country Dry Cleaners, dated March 2021, which was prepared by SLR International Corporation ("SLR") and submitted to you on March 5, 2021, contemplates that SLR will, among other things, conduct: (i) Tier II indoor air sampling at 308 105th Ave NE; and

⁴³ *Id.* at 4-5, Figure 10.

⁴⁴ *Id.* at Figure 10.

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(ii) Tier I sub-slab soil vapor sampling at 308 105th Ave NE, 345 106th Ave NE, 239 106th Ave NE, and 225 106th Ave NE. We must receive the permission of the nearby property owners and, if necessary, their tenants to conduct this Tier II indoor air sampling (at 308 105th Ave NE) and to install sub-slab soil vapor probes and conduct sub-slab soil vapor sampling (at all four of the nearby properties). We have been in direct communication with the owners of the 308 105th Ave NE property to gain access to conduct the Tier II indoor air sampling and sub-slab soil vapor sampling at that location. However, we anticipate that obtaining access to the remaining nearby properties may be challenging and therefore request your assistance in this process.

We look forward to hearing from you regarding the next steps in this process.

Verv truly yours

Andy F. Rigel

AFR:dlc

cc: Jennifer Cha, Jennifer S Cha LLC Allyson C. Bazan, Assistant Attorney General (allyson.bazan@atg.wa.gov)

EXHIBIT A

Chain of Title Documentation

METROSCAN PROPERTY PROFILE

Total :\$2,341,300 Parcel ID :067900 0055 Bldg :1 Land :\$2,340,300 Owner :Cha Jennifer :\$1,000 CoOwner Struct :310 105th Ave NE Bellevue 98004 %Imprvd Site Addr Mail Addr :310 105th Ave NE Bellevue Wa 98004 Levy Cd :0330 Sale Date :12/07/2018 Doc# : 45 2018 Tax:\$18,670.65 SalePrice :Quit Claim Deed Vol:42 Pg:9 Loan Amt : Type MapGrid Use Code :101 COM, RETAIL STORE NbrhdCd :080010 Zoning : DNTNMU :Town & Country Cleaners (Core) -- CENSUS --Prop Desc Tract :238.04 :BELLEVUE INDUSTRIAL COURT ADD PLAT Legal :BLOCK: 2 PLAT LOT: 5 Block : 2 OSTR :NW 32 25N 05E PROPERTY CHARACTERISTICS Year Built :1952 1st Floor SF Bedrooms Eff Year :1972 2nd Floor SF Bath Full Bldg Matl :Masonry Bath 3/4 Half Floor SF Bldg Cond Bath 1/2 AboveGrnd SF Bldg Grade :Low Cost Fireplace Bsmnt Finished Interior Bsmnt Total SF Laundry :3,524 Insulation Building SqFt Porch HeatSource DeckSqFt Deck Heat Type :Frcd Air Garage Type Stories : 2 Air Method Units Attached GrqSF • :Water District Wtr Source Bsmnt ParkingSF: Nuisance :Public Sewer Type Basement Type Easements : Purpose Basement Grade DesignType: OTHER INFORMATION LAND INFORMATION St Surface :Paved Soundproof St Access Lot SqFt :6,241 Elevator Storage Lot Acres: .14 Beach Acc Security Sprinklers :No Lot Shape: WtrFront Golf Adj Tde/Uplnd: WtrFntLoc TopoProbd: WtrFrntFT TRANSFER HISTORY LOAN TYPE DEED PRICE /DOC # DATE OWNERS : Quit C : :Cha Han W Trust :06/21/2018 1080 :Jennifer Cha

:\$535,000

:

:02/09/2004 26

:08/05/2002 8

:Cha Yung C & Cha Son H:02/08/1990 860

:Cha Han W

:

:Cha Son H/Han W

:Quit C

:Person

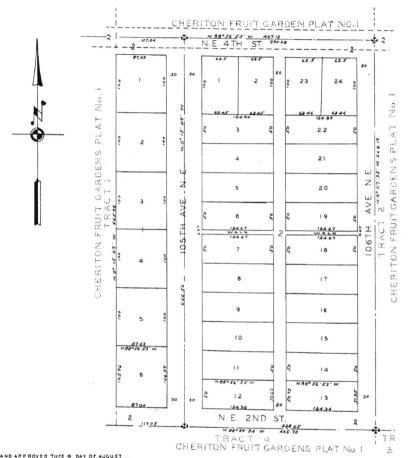
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BELLEVUE INDUSTRIAL COURT ADDITION

SECTION 32, T. 25 N., R. 5 E. W. M. KING COUNTY, WASHINGTON SCALE: 1" = 60"

PARKER & HILL , ENGINEERS

TU1 Y . 1946



EXAMINED AND APPROVED THIS 9 DAY OF AUGUST KING COUNTY ROAD ENGINEER

EXAMINED AND APPROVED THIS 121H DAY OF AUGUST THA POLD SPARKMAN
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS RALPHR.STENDER

CHAIRMAN SECNE TARY

- EXECUTIVE SFFICER

DESCRIPTION

RESTRICTIONS

ALL LOTS IN THIS PLAT AR RESTRICTED TO RI RESIDENCE USE, AND NOLOT, OR PORTION OF A LOT OF THIS PLAT SHALL BE DIVIDED AND SOLD OR RE-SOLD OR OWNERSHIP HOHANGED OR THANSFERRED, wHERE BY THE OWNERSHIP POP ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USED SHAPE THE AREA REQUIRED FOR THE USED STATED ON THIS PLAT, ANA MELT, SIX THOUGHAND (6. OT THE USED SHAPE FOR THE USED SHAPE FOR THE STATED ON THIS PLAT, ANA MELT, SIX THOUGHAND (6. OT FIT YES) I FEET. ALL OUT SIX THIS PLAT ARE GOVERNED BY AND SUBSECT. TO RESTRICTIONS JULES AND REQUIRE THOSE OF COUNTY ZONING MES DISTRICTIONS OF ALLES AND REVOLUTIONS OF COUNTY ZONING MES DISTRICTIONS.

AÇKNOWLEDGMENT

MITCHELL H. HEWITT

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGT ON
RESIDING IN BELLEVUE.

DEDICATION

IN WITNESS WHEREOF, WEHAVE HEREUNTO SET OUR HANDS AND SEALS THIS STH DAY OF AUGUST 1946

EDWIN A. YOUNG EVELYN C. HUFF

CHUFF J. H. NUFF

THE WASHINGTON STATE BANK OF SNO QUALMIE
BY CLFEAOOF MALL
PRESIDENT ATTEST: ISADORE V.HALL



PUBLIC

ENGINEER'S CERTIFICATE

I HERBY CERTIFY THAT THE PLAT OF BELLEVUE INDUSTRIAL COURT ADDITION IS A REPLAT OF A PORTION TRACTI. BLOCK S. CHERITON FRUIT GRAPENS, PLAT No.1. AND ISS BASED ON AN ACTUAL SURVEY. THAT THE DISTANCES, COURSES AND ANCLES ARE SHOWN HEREON CORRECTLY. THAT THE MONUMENTS HAVE BEEN SET, AND LOTAND BLOCK CORNERS HAVE BEEN STAKED COR RECTLY, ON THE GROUND AND THAT I HAVE FULLY COMPLIES THAT BEEN COUNTY TO THE STATUTES AND THE PLATTING REQUIL OF THE STATUTES AND THE PLATTING REQUIRED.

TERTIFICATE NO. 2066 MARCH TO 48

3601305

TILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMM-ISSION THIS 28 DAY OF AUG. 1946, AT 41 MINUTES AFTER 9 A M IN VOL. 42 OF PLATY, PAGE 9. RECORDS OF KING COUNTY.

BY M. J. P. WILLIAMS

COUNTY AUDITOR



3602761 384

D Aug 29 1946
Aug 21 1946
Aug 21 1946
Adwin A Young, and h r, Gertrudel Young,
to J H Hurr and h r, EvelynGhurr
fp of and ou to sp the feldinker;
--contd --for

ell int in lots 2,3,4, and 5, blk 2, in Belletue Industrial Gauge sede to plat the ree in vol 42of plats pg 9 resent sed co Edwin Areng; Gertrude I Young work with a lots by Edwin A Young, end Certrude I Young, hw ber wheeler coy n p for un reset Bellevue, n sout 4 1949 2119

fp cys and wars to sp the flg re sit in kew D Jun 6-50 May 26-50 \$10 \$1.10 irs \$1 st J. H. Huff and Evelyn Huff, hwf To Clarence A. LeMaster

Lot 5, blk 2, Bellevue Industrial Court Add, acc to plat throf recd invol 42 of plats, pg 9, recds of ad 30

kow May 26-50 by J. H. Huff and Evelyn Huff bef Mireflores E. Lockwood np for wn res at Bellevue (ns Feb 5-52)M1 to R. L. B. Swindley, P. O. Box 246, Bellevue, Wn Evelyn Huff

res

(AS 15)

D Jul 13-54
Jun 15-54 \$10. &ovc \$13.\$14.30 irsx \$13. stx (TAX PD 136912)
Clarence A.Le Master and Mary E.Le Master hw
to Herod W.Boston and Olga J.Boston hw

e and w

Lots 5 and 6 Blk 2 of Bellevue Court Add acc to vol 42 of plats pg 9 sec of kc Subj to a mtg dtd Octg 3-53 exc by fp hin to Bank of Cal N.A. a natl bkg assn tsp of \$9000. rec Nov 4-53 under aud file No 4393838 in vol 3135 of mtgs pg 160 rec of kcw the unpd bal of wch mtg the gtees hin assume and agree to pay

XCNI OK

(M1 Bank of Cal N.A. Box 3087 Seattle fld by STCO)

1

LRASE

THIS LEASE made this the 10th day of September, 1958 by and between H.W. Boston and Olga J. Boston, his wife, hereinafter referred to as the "Leases" and Virginia V. Weisel, a single woman, hereinafter referred to as the "Leases".

WITHFIGHTH: For and in consideration of the mutual promises, covenants and conditions bereinsfter set forth, the parties do and agree as follows:

The Lessor does hereby lease to the lesses, the following described Real Estate, with the appurtenances, situate in the county of King, State of Washington;

Lot five (5), Block Two (2), Bellevue Industrial Court Addition, according to the plat thereof recorded in volume 42 of plate, page 9, records of said county. Commonly known as 310- 105th Ave. M.E., Bellevue, Washington.

TERM:

1) The term of this lease shall be for Five (5) years beginning on the 10th day of September, 1958 and terminating on the 9th day of September, 1963

2) The Lessee shall pay to the Lessor as rent for said premises during the term hereof as follows: A monthly rental of Two Hundred Seventy-five & MO/100 Dollars (\$275.00) per month, payable in advance on the 10th day of every month during said term at Lessor's place of Business or at such other place as Lessor may from time to time designate, which said sum the Lessee expressly sovenants and agrees to pay at the time and in the manner herein stated.

18AGE CONSIDERATION

3) As partial consideration for the execution of this lease, Leases has this day paid to the Leaser the sum of \$550.00 being payment for the first and last month's rest, receipt of which is hereby seknowledged. If Leases shall have fully and faithfully complied with all of the covenants, agreements, terms and conditions of this lease, but not otherwise, the sum of \$275.00 so paid shall be credited on the payment of the last months' rental of the term of this lease.

USE OF PROMISE.

4) Leases shall maintain on the premises a business for the instruction and production of Caramies, to be known as "THE KILM" and shall mot engage in any other business without first obtaining the written consent of the Lessor.

LICENSE AND UTILITY CHARGES

5) Lesses shall be liable for and pay throughout the term of this lesse, all license and excise fees and occupation taxes covering the business conducted on the lessed premises, and all charges for utilities, including but not limited to light, heat, electricity, gas and water consumed upon the lessed premises, and sewerage and garbage disposal services, if any. The Lessor shall pay all heal Estate terms.

MAINTPRANCE OF PRECESS:

6) Lessor shall keep the EXTERIOR of the building on said precises in good condition throughout the term of this lesso. Lessoe shall keep the INTERIOR of the lessoe precises and any improvements placed thereon by Lessoe in a neat, elsen and sanitary condition, including parking area and yard. Maintenance of all equipment such as heating plant, fuel tank, and plumbing shall be at Lessoe's

CONSTRUCTION:

?) As partial consideration for the execution of this lease, IRSSOR agrees to immediately block top the parking area lying west of existing building to the east boundary

2 sheets

SEP 1 5 1958

line of 105th Ave. N.E., and to construct a garage on the south side of the existing building, both at Lessor's expense.

SURRENDER OF PREMISES:

8) Lessee shall yield and deliver to the Lessor, possession of the leased premises herein at the termination of the lease at the expiration date or any prior termination date promptly, and in the event Lessor is required to bring any action for the enforcement of any of the covenants, terms and conditions of this lease, Lessee shall in addition to all other payments required herein pay the costs and reasonable attorneys' fees for any action brought by Lesser.

Quiet ENJOYMENT:

covenants and conditions of this lease on her part to be performing all have and quietly enjoy the said leased premises for the term set forth herein.

10) Lessee shall not assign or sublet the whole or any part of the leased premises without the written permission of the Lessor first had and obtained.

INDEMNIFICATION:

11) Lessor shall not be liable for any injury to any person(including Lessee) or any loss of or damage to any property occurring in or about the leased premines from any cause whatsoever. Lessee will hold and save, Lessor harmless from all loss, damage, liability or expense resulting from any injury to any person or any loss of or damage to any property caused by or resulting from any act or omission of the Lessee, or any officer, agent, employee, guest, invitee or visitars of the Lessee in or about the Lessee premises. Lessee shall at her own expense, maintain proper liability insurance with a reputable insurance Company in a sufficient sum to indemnify both Lessor and Lessee against said claims, demands, losses, gamages, liabilities or expense. Lessor shall be named as one of the insured and shall be furnished with a copy of such policy of Insurance.

UNLAWFUL USE:
12) Lessee shall not use or permit said premises or any part thereof to be used for any purpose in violation of any Municipal County. State or

ALTERATIONS OR ADDITIONS.

13) Lessee shall not make any alterations, additions or improvements in or to said premises without the written consent of the Lessor. All alterations, additions and improvements, except trade fixtures, appliances and equipment which do not become a part of the leased premises, shall immediately become the property of the Lessor without any obligation to pay therefor.

SIGNS:

14) No signs, display or other advertising matter shall be posted on the premises or any improvements thereto without the approval of the Lessor. which approval the Lessor shall not unreasonably withhold. Damage to building caused by or from any sign installation shall be satisfactorily repaired by Lessee at her expense.

INSPECTION:

15) The Lessor shall have the right to inspect said premises and any improve--ments placed thereon, at all reasonable times and the right to enter the same whenever it is reasonably necessary for the exercise of any right or privilege of the Lessor under this lease

THIS LEASE, between H. W. BOSTON and OLGA BOSTON, his wife, herein called the Lessor, and SAUNA, Inc., a Washington corporation herein called the Lessee, and doing business as SAUNA, Inc. WITNESSETH:

1. In consideration of the rents, covenants and agreements of the Lessee hereinafter set forth, the Lessor does hereby lease and demise unto the Lessee the following described premises located in King County, Washington:

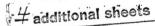
Lot 5, Block 2, Bellevue Industrial Court, commingly known

as 310-105th. N.E., Bellevue, Washington,
for a term of five (5) years beginning March 5, 1964 and ending
March 4, 1969, at a rental of Sixteen Thousand Five Hundred Dollars
(\$16,500.00) payable in monthly installments of Two Hundred Fifty
Dollars (\$250.00) per month for the first twelve (12) months, and
Two Hundred Eighty One Dollars and twenty five cents (\$281.25) per
month for the ***tet** succeeding forty eight (48) months payable in
advance on the fifth (5th.) day of each & every month during the term,
which said sums the Lessee expressly covenants and agrees to pay at
the time and in the manner stated. Receipt of the sum of Two Hundred
Fifty dollars (\$250.00) in payment of the rent for the period from
March 5, 1964 to April 5, 1964 and the sum of Two Hundred Eighty One
Dollars and Twenty five cents (\$281.25) for the period from February

2. The Lessee has deposited the sum of Four Hundred Dollars, (\$400.00) to be applied to cost of any repairs or replacements which may be required to restore premises to original condition, normal wear and tear excepted.

- 1 -

5, 1969 to March 5, 1969, is hereby acknowledged.



- 3. That the said lessee accepts said premises in their present condition, and hereby covenants and agrees to keep said premises in good repair, and further agrees to make all necessary repairs, additions, improvements or alterations of whatsoever nature to said premises, including breakage of glass, and at it's own cost and expense keep all drainage pipes free and open and to protect water, heating, gas and other pipes so that they will not freeze or become clogged, and to repair all leaks to the same and damages caused by freeze leaks or by reason of lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on the premises. Lessee further agrees to deliver up said premises without notice at the expiration of this lease in as good condition as they are now in, excepting the necessary wear and tear thereof and damage by the elements, or by fire, and further agrees to deliver up all keys belonging to said premises to the said lessor or said lessor's agents at the expiration of this lease.
- 4. If the Lessee faithfully keeps and performs all of the covenants and conditions of this lease, the the Lessor hereby gives and grants to the Lessee an option to extend this lease for an additional five (5) year term, from March 5, 1969 to March 5, 1974 at a monthly rental to be determined by qualified appraisers at the termination of the five (5) year period. Notice of the exercise of this option must be delivered to the Lessor in writing at least six (6) months prior to the expiration of the first term. The original cash deposit in the sum of Two Hundred Eighty One dollars and twenty-five cents (\$281.25) as security for the performance of the lease for the first term shall be applied as payment on the rent for the last twelve (12) months of the extended term.
- 5. Any improvements made by the Lessee shall be at his own cost and expense. All such improvements shall be in accordance with plans and drawings to be submitted to the Lessor and by him approved before amy work thereon is undertaken. Upon the termination of this lease any improvements or fixtures installed by the Lessee shall belong to the Lessor: Provided, that the Lessee sahll have the right to remove any machinery, apparatus, equipment and other personal property which he may install in the premises in connection with his business, the removal of which will not damage the premises.
- 6. The Lessee will not rent or display in or on said premises any sign or advertising matter of any nature whatsoever without the written consent of the Lessor, except separately constructed customary signs advertising the Lessee's business, which can be removed without damage to the building, and at the expiration of this lease, by termination thereof or otherwise, the Lessee will remove all signs and lettering on the glass of doors and windows or elsewhere, so as to leave the premises in a neat condition, ordinary wear and tear accepted.
- 7. The Lessee shall make all repairs necessary or proper to keep the premises in good order, condition and repair; will comply with the lawa and ordinances of the health officer, fire marshall or other proper officer all at it's own cost and expense; and will pay for all water used or charged against said premises, all charges for gas, sewer, lights and power, heat, water and garbage disposal, and all licenses and inspection fees for and during the term of this lease and will save the Lessor harmless therefrom. The Lessee will permit no waste, damage or injury to the leased premises. Any and all states in the doors and windows all glass in the doors and windows

forthwith replaced by the Lessee in a neat and workman like manner.

- 8. The Lessee shall procure adequate general public liability insurance policies on the leased premises and shall cause an owner's risk endorsement to be attached thereto for the protection of the Lessor; said general public liability insurance shall indemnify the Lessor in the sum of not less than \$100,000.00 nor more than \$300,000.00, maximum liability indemnity per person injured per indident not to exceed \$100,000.00, and in any event not to exceed \$300,000.00 for any one incident regardless of the number of persons injured.
- 9. In the event said premises shall be destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the same or to terminate this lease. If the Lessor elects to rebuild or repair said premises, he shall so notify the Lessee and shall prosecute the work of such rebuilding or repairing without unnecessary delay, and until the premises are rebuilt or recaired the rent shall be abated in the same ratio that the portion of the premises rendered unfit for occupancy shall bear to the whole of the leased premises. If the Lessor elects to terminate the lease, he shall so notify the Lessee and shall refund to the Lessee any prepaid rent and deposits unused under the terms of this lease. If the Lessor fails to notify by mail the Lessee with twenty (20) days after such destruction or damage of his election to rebuild or repair or to terminate the lease and the Lessor will refund to the Lessee any prepaid rent and debosits unused under the terms of this lease.
- 10. No act shall be done or trade, occupation or business carried on upon said premises, or anything made thereon in violation of any law of the state, or of any crdinance, or which may be dangerous or injurious to the building or premises, or that shall render any insurance thereon void or voidable, or increase the rate thereof.
- 11. The leased premises shall not be used for any illegal or immoral purpose and no intoxicating liquors shall be sold or otherwise disposed of on said premises.
- 12. On termination of this lease, by lapse of time or otherwise, the Lessee will immediately, without notice, quit and surrender said premises to the Lessor in good condition and repair, ordinary wear and tear excepted, will leave on said premises all permanent improvements and repairs made during the term of said lease and will render no claim for payment of such conduits and electrical wiring; and in case the Lessee shall hold over after the expiration of the term with the consent of the Lessor, express or implied, such holding shall be construed to be a tenancy from month to month at the monthly rent hereinbefore specified.
- 13. The Lessor shall have the right to place "For Rent" signs on said premises and to show said premises to prospective tenants for a period of sixty (60) days before this lease expires. The Lessor may, during the term, at reasonable times and during usual business hours, enter to inspect the premises.

14. If Default be made by the Lessee in any of the covenants or ggreements herein contained, it shall and may be lawful for the Lessor to declare said term ended and to enter into possession of the premises or any part thereof, with or without process of law, person and to expel the Lessee, his successors or assigns, or any other person or persons occupying the premises, using such force as may be necessary in so doing, and to distrain or sue for any rent that may be due thereon, and also for any damage done to the premises or any part thereof, and may recover such damages as may be sustained from breach of this contract.

- 15. The Lessee will not assign or transfer this lease or sublet the premises without the written consent of the Lessor first had and obtained.
- 16. If the Lessee, his successors or assigns, shall become bankrupt or go into voluntary liquidation or if a receiver be appointed for the business of the Lessee, then in such event, at the option of the Lessor, this lease shall become immediately forfeited and all payments made thereon shall be forfeited by the Lessee as liquidated damages.
- 17. If and when Lessor offers for sale the leased premises herein described, he shall give Lessee first right of refusal to purchase same at the quoted salesprice.
- 18. Any notices required in accordance with any of the provisions herein, shall be sent by registered mail to Lessor, 9021 Lake Wash. Blvd. N. E., Bellevue, Washington, or at such other place as Lessor may in writing direct; and addressed to Lessee at the leased premises or at such other address as Lessee in writing may direct.

No waiver of a breach of any covenant of this lease shall be construed to be a waiver of any succeding breach of the same covenant or of a breach of any other covenant.

All the covenants, conditions and agreements herein contained shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto.

DATED the 4th. day of March, 1964.

LESSEE-TENANT

STATE OF WASHINGTON)

COUNTY OF KING

THIS IS TO CERTIFY that on this 4th. day of March, 1964, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared H. W. BOSTON and OLGA BOSTON, his wife, and the above named officials of SAUNA INC., to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at Ballows deland.

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Pioneer National Title Insurance Company WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

19th day of

October, 1966

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4 0 HEROD W. BOSTON and OLGA J. BOSTON, his wife - - - - -

hereinafter called the "seller," and

SAUNA, INC., a Washington corporation

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenances, in

> Lot 5, block 2, Bellevue Industrial Court Addition, according to plat recorded in volume 42 of plats, page 9, in King County, Washington.

ns of this contract are as follows: The purchase price is - -The terms and conditions of this contract are as follows: The purchase price is

FORTY-FIVE THOUSAND AND NO 7/100 - - - - - (\$ 45,000.00) Dollars, of which
TWO THOUSAND SIX HUNDRED EIGHTY-ONE AND 25/100 - - - - (\$ 2,681.25) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED THIRTY AND NO/100 - - - - - (\$ 330.00) Dollars,
or more at purchaser's option, on or before the 1st day of DECEMBER . 19 66,
and THREE HUNDRED THIRTY AND NO/100 - - - - - (\$ 330.00) Dollars,) Dollars have

or more at purchaser's option, on or before the 1.8t day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of SEVEN per cent per assum from the 1.8t day of NOVEMBER , 19 66 ,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Bellevue Branch, Seattle-First National Bank or at such other place as the seller may direct in writing.

The \$2,681.25 down payment is in the form of \$2,000.00 cash, \$40000 amance deposit.

This contract voids the existing lease between the seller and purchasen at time of closing.

Note that the sentract "date of closing" shall be November 1, 1966

As referred to in this contract, "date of closing" shall be November 1, 1966

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee herefaire become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
(2) The purchaser agrees until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the sailer and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of eith any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained in writing and attached to and made a part of this contract.

in y covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a past of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable repness of precuring the same shall be paid to the seller and applic as payment on the purchaser price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the religious of the reasonable repness of destructing the same shall be paid to the calculation of any improvements damaged by ruch taking. In case of damage or dense shall be devoted to the restoration or rebuilding of ruch insurance remaining after payment of the reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchaser price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser to the full amount of said purchase price against less or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in sel

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manneabove specified, to execute and deliver to purchaser a statutory warranty

deed to said real estate, excepting any payments of the purchase price and interest in the manneabove specified, to execute and deliver to purchaser a statutory warranty

deed to said real estate, excepting any part thereof hereafter the public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements, restrictions and reservations of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good revailer is not in the control of the purchaser covenants to the real estate for any illegal services furnished to said real estate after the date purchaser is entitled not in the control of the purchaser covenants to pay all service, increase it is the purchaser of the control of the purchaser of the control of the purchaser is entitled to said on the control of the purchaser is entitled to said on the purchaser fails to make any payment herein provided or said in the said real estate and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon might have by reason of such default.

(10) Time is of the senser of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller and the seller of the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller and the seller of the purchaser shall seed to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments mumering the purchaser and the purchaser shall be construed as a waivers and the purchaser shall be construed as a waivers and the purchaser shall be construed as a waiver shall be provided to the payment and the purchaser shall. Service upon purchaser of all demands, default.

Service upon purchaser of all demands of the real estate shall be foreited to the purchaser are the purchaser shall service provided to the purchaser are the purchaser shall service provided to the purchaser o

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and therein mentioned. GIVEN under my hand and official seal this 2 / day of October, 1966	therein mentioned. GIVEN under my hand and official seal this Given under my hand and official seal this Given under my hand and official seal this	Real Estate Contract	FROM	02		residing at	Pioneer National Title Insurance Company washington Tile ownsion	SEATTLE, WASHINGTON	Mail to CARLSON MCATGACE CO., INC. 202 Cattorn Bidg. Bellevue, Wash.	1000,
		to me know the therein men	wn to be the in ey ntioned.	ndividual S described the sai	ribed in and who exe me as their	cuted the within and free an day of Oc	foregoing in and voluntary	act and	t, and acknow	e uses and

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REAL ESTATE CONTRACT

CORPORATE FORM

892863

THIS CONTRACT, made and entered into this 11th day of July, 1969

SAUNA, INC., a Washington corporation

hereinafter called the "seller," and TSUME S. ELLLIOTT, a single woman and MASAKO MORI, a married woman

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenances, in King

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the plat recorded in volume 42 of plats, page 9, in King County, Washington.

SUBJECT TO Easements, restrictions and reservations now of public record.

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid, as some part of the paid of t Five Interest developed a topic of the first day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Eight (8) per cent per annum from the 14th day of July , 1969 ,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made bereunder shall be made at Bellevue Branch, Seattle First National Bank or at such other place as the seller may direct in writing.

ES-TAR E076437 JUL 1 6 1969/ Uds) - Deputy J. R. WILLIAMS

As referred to in this contract, "date of closing" shall be July 14,1969

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and it by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees, until the purchase price is fully paid, to see the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shifl be held to any covenant respecting the condition of any improvements thereon nor shall be purchaser or seller or his assigns as held to any covenant respecting the condition of any improvements thereon nor shall be purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, but his contract.

(4) The purchaser assumes all heareds of damage to or destruction of any improvements now on said real estate or hereafter placed to order the seller and agreement of the seller of the

rchase price herein.

(3) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in dard form, or a commitment therefor, issued by Posezs Namonal Trie baseance Containing a purchaser's policy of title insurance in dard form, or a commitment therefor, issued by Posezs Namonal Trie baseance Containing the purchaser to the full amount of d purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no explose other, than the following pages are price of the date of closing and containing no explose of the date of closing and containing no explose of the date of closing and containing no explose price of the date of closing and price of the date of cl

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REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 31st day of July, 1974 between TSUME S. ELLIOTT

hereinafter called the "seller," and JACK C. MILLER

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the seller's interest in the King County, State of Washington: following described real estate, with the appurtenances, in

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the plat recorded in volume 42 of plats, page 9, in King County, Washington.

SUBJECT to Easements, restrictions and reservations of record.

The terms and conditions of this contract are as follows: The purchase price is Twenty-five thousand

(\$ 25,000.00 ollars, of which (5 5 , 475 . 00 Dollars have Five thousand, four hundred and seventy-five been paid, the receipt whereof is hereby acknowledged, and the believe of sold purchase price assumption by purchaser of seller's obligation on an under price and the selection of the seller's obligation on an under price and the seller's estate contract recorded under auditor's file no. 6539208 and the balance of said purchase price shall be paid as follows:

Nineteen thousand five hundred and twenty-five dollars (\$19,525.00) on or before the 25th day of January, 1975, provided no payment shall be made prior to January 1, 1975.

The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of per cent per annum from the 31st day of July, 1974.

All payments to be made hersunder shall be made at 5705 - 111th Avenue S.E., Bellevue, Washington or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 31, 1974

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and arontee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of ony mortigage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any laxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or demage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-ment relied on is contained herein or is in writing and attached to and made a part of this contract.
- ment relied on is contained herein or is in writing and attached to and made a part of this contract.

 (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage,
 destruction or taking shall constitute a failure of consideration; in case any part of said real estate is taken for public use,
 the partien of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to
 the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchase to apply all or
 a partion of such condemnation award to the rebuilding or restoration of only improvements damaged by such taking, in case of
 damage or destruction from a peril insured against, the praceeds of such insurance remaining after payment of the reasonable
 expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
 time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

 (6) The saller has allowed and account of the saller of closine, a nurchaser's policy of stilla
- time, unless purchaser elects that said proceeds shall be poid to the seller for application on the purchaser's policy of title

 (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title
 insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring
 the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said
 real estate as of the date of closing and containing an exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - Liens of encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance herounder is to be made subject; and
 - Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

3.00 남 1 7408260460 -N 00 AUC-26-74 (6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any martgage, deed of trust or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the monner above specified, to execute and deliver to purchase a stantum automore. Assignment of the purchase price and interest in the monner above specified, to execute and deliver to purchase a stantum automore. Contract and Deedleed to said real astate, excepting any part thereof hereafter taken for public use, free of Secumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements, restrictions and reservations of record

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so people by the seller, together with interest at the rate of 10% per annum therein from date of payment until repaid, hall be repoyable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the estance of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to feliciture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to brine suit to enforce any covenes of this expects.

last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title of the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

	- August (SEAL)
하다 하는 사람들은 사람들이 되었다.	Jack & Milli (SEAL)
ATE OF WASHINGTON,	(SEAL)
) ss.	
On this day personally appeared before me Tsume	S. Elliott and Jack C. Miller, (SEAL)
me known to be the individual S described in and who e	executed the within and foregoing instrument, and action letter, that
they signed the same as	their free and volve and red:
r the uses and purposes therein mentioned. GIVEN under my hand and official seal this	dov of August, 1974.
ad bad dank debika dali	William Marke TON 2
	Notary Public in and for the State of Washings
WHEN RECORDED, RETURN TO	residing at Mercer Island. Wallale
William J. Morris	경기에 되게 되었어요? 무슨데 하다고요? 그렇다.

Attorney at Law 400 - 108th Ave. NE, Suite 412 Bellevue, Washington 98004

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TITLE
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SECURITY TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME William J. Morris 400 - 108th Avenue NE, Suite 412 ADDRESS . CITY AND STATE Bellevue, Washington 98004

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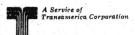
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Filed for Record at Request of

William Y. MIMBU

318-605.

9810K City and State

THIS SPACE RESERVED FOR RECORDER'S USE.

RECORDED

1974 SEF 27 PM 2 07

DIRECTOR RECORDS & ELECTIONS KING COUNTY, WASH

Quit Claim Deed

468 | Rev.

THE GRANTOR Sam M. Mori

for and in consideration of love and affection

conveys and quit claims to Masako Mori

the following described real estate, situated in the County of together with all after acquired title of the grantor(s) therein:

King

State of Washington,

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the plat recorded in volume 42 of plats, page 9, in King County, Washington.

SUBJECT TO Easements, restrictions and reservations now of public record.

Together with furniture, fixtures and equipment located thereon and used in the business known as Bellevue Sauna, 310 - 105th N. E., Bellevue, Washington.

It is the intention of the grantor to make the above described property the sole and separate property of the grantee, herein.



Dated this

17th

STATE OF WASHINGTON,

KING County of

On this day personally appeared before me Sam M. Mori

to me known to be the recivilinal described in and who executed the within and foregoing instrument, and acknowleged that the recipient mentions his free and voluntary act and deed, for the uses and purpose there may land to did seal this 17thday of September , 19 74

Audena 6-Notary Public in and for the State of Washington, residing at Bellevue

the second of th	The first of the second
SECURITY TITLE INSURANCE DE WASHINGTON 1100 BECOMD AVENUE - BEATTLE, WASHINGTON 08:100	THIS SPACE RESERVED FOR RECORDER'S USE
그는 집에 얼마나는 이번 모이와 집에 없었다.	RECORDED
Filed for Record at Request of	OFREQUEST OF
1 NAME JACK C. MILLER	1975 JAN 15 PM 1 31
SADDRESS 310-105 THNE	DIRECTOR
SCITY AND STATE BELLEVILE, WAS H. 98	RECORDS & ELECTIONS . KING COUNTY, WASH.
PURCHASER'S ASSIGNMENT THE GRANTOR TSUME S. ELLIOTT Or value received do QS hereby convey a	OF CONTRACT AND DEED
0	and quit claim to JACK C. MILLER
for value receiveddo @S hereby convey a all grantor's interest in	, the grantee,
/ the following described real estate, situated in the Count State of Washington, including any interest therein which Lot 5, Block 2, Bellevue Industri the plat recorded in Volume 42 of Washington.	grantor may hereafter acquire:
SUBJECT to easements, restriction	s and reservations of record.
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	a lead to the same
	011
and do es hereby assign, transfer and set over to the gra	ntee that certain real estate contract dated the 11th
day of July, 1969 between Sauna, I	nc., a washington corporation,
as seller and Tsume S. Elliott and Mori	ribed real estate. The grantee hereby assumes and agrees
to fulfill the conditions of said real estate contract.	
Dated this 347 day of	January, 1975.
	TSHIME S. EILIOTT

(SEAL)

STATE OF WASHINGTON, County of King

to me known to be the individual

acknowledged that She signed the same as uses and purposes therein mentioned.

GIVEN under my hand and official seal this

On this day personally appeared before me TSUME S. ELLIOTT

described in and who executed the within and foregoing in

free and voluntary

her

not

seal

Notarial Notarial

Note:

ecorder's

Seller's Assignment of Real Estate Contract and Deed

The undersigned, grantor herein, for value received hereby assign , transfer , and set over to the The undersigned, grantor herein, for value received interest sages of the same formation 1966 , and of record in the office of the Auditor of King together with all sums due or to become due thereunder and in which of Deeds at Page Auditor's File agree to sell and Herod W. Boston and Olga J. Boston, his wife agree s to purchase, Sauna, Inc., a Washington corporation agree s to purchase, in accordance with the terms and conditions of said contract, the following described real estate situated in County, Washington, to-wit: King

> Lot 5, Block 2, Bellevue Industrial Court Addition, according to plat recorded in Volume 42 of plats, page 9, in King County, Washington.

The undersigned hereby gives said bank the right, with or without notice, to enforce and/or modify any or all terms and conditions of said contract, warrants that the unpaid balance upon the principal thereof is *Twenty-nine Thousand Eight Hundred Sixty-one Dollars and 97/100*Dollars (\$ 29,861.97)
and that interest has been paid to November 1, 19 75

The undersigned also convey and warrant Said real estate to laid bank free of all liens, charges or

encumbrances which are superior to the rights of the undersigned, except said contract and the following:

This deed and assignment is given as security for the payment by the grantor and assignor to the Seattle-First National Bank of the sum of \$ 10,000,00 plus interest. Washington, this 26th day of November

(SEAL) STATE OF WASHINGTON, County of King , A. D. 1975 , before me, the undersigned, November On this 26th day of a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Herod W. Boston and Olga J. Boston

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged free and voluntary act and signed and sealed the said instrument as their to me that they signed and sealed the sided for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate ab

STATE OF WASHINGTON,

County of

, before me, the undersigned, , A. D. 19 On this a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the

President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath authorized to execute the said instrument and that the seal affixed is the stated that corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Notary	Public	in and	for	the	State of	Washington,
residing		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

Form 463 P8

BELLEVUE BRANCH
SEATTLE-FIRST NATIONAL BANK
P. O. BOX 907
BELLEVUE, WA 98009

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DEC-12-75 L 0.01 51. 7512120482

1975 DEC 12 MM 11 13

DIRECTION KING CO. WN.

BELLEVUE, WA 98009

BELLEVUE, WA 98009

BELLEVUE, WA 98009

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REAL ESTATE CONTRACT

19th day of August, 1977 THIS CONTRACT, made and entered into this

Masako Mori, a single woman, and Jack Miller and as his separate estate

hereinafter called the "seller," and

Vincent Smith and Joyce M. Smith, husband and wife,

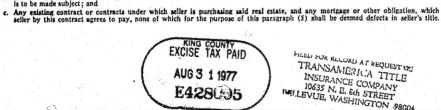
bereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to pur/ isse from the seller the following King described real estate, with the appurtenances, in County, State of Washington:

Lot 5, in Block 2 of Bellevue Industrial Court Addition, as per plat recorded in volume 42 of Plats, on page 9, records of King County, Washington.

SUBJECT	to contract of sale	e and Masako Mori	dated July	11	., 19.69,
executed by	Tsume S. Elliott a Sauna, Inc., a war	shington corpora	ation		,
in favor of	herein, in part payment of t	ha musahasa nrisa har	not assumes and a	press to nev accord	ing to the
The purchaser	said real estate	the purchase price her	eor, assumes and a	TINA. TNC.	ing to the
terms thereof, s	principal balance of \$ 59.	698 76 wish in	tamet thorsen from	August 1.	19 77
The purchase r	orice is ONE HUNDRED	THIRTY THOUSAND D SEVEN HUNDRED	AND NO/100 AND NO/100	(\$130,000.00	.) dollars,) dollars
have been paid purchase price	the receipt whereof is her	eby acknowledged, and THOUSAND SIX H	nd the purchaser ag	rees to pay the balan EIGHT AND 76/10	oe of said
real estat	te contract h	\$.59,688.76 dollars ereinabove referred to 32,611.24 dollars	by the assumption b, leaving a balance which the purchas	by the purchaser of of Thirty Two Ti er agrees to pay as f	the housand ollows:
rty Two Thou	sand Six Hundred (\$2.611.24) dollars	- sourcement of source	mercuration on ess	the fi
Eleven a	and 24/100 TANIJARY	1978 3008	age of the second	(\$000000	XXXXXXXXX
abdiancement	maceophase opaque	paedahascher	dagos	beatcheconomic	Secretary.
be made at The seller	s equity shall be para January 1, 1978.	ich other place in Sea	ttle, Washington, as	the seller may direct	in writing.
As referred to in thi	is contract, "date of closing" sha	ll be September 1	, 1977		
hereafter become a contract or other en real estate, the purc (2) The purch	seer assumes and agrees to pay lien on said real estate; and if icumbrance, or has assumed pay thaser agrees to pay the same be aser agrees, until the purchase; il cash value thereof against loss as his interest may appear, an	by the terms of this comment of or agreed to pure fore delinquency, price is fully paid, to kee	chase subject to, any to	laxes or assessments now	a lien on said
(3) The purcha	aser agrees that full inspection of any im- recement for alterations, improve	f said real estate has been	made and that neither	r the seller nor his assign	s shall be held
in umitime and attac	had to and made a part of this	contract.			
thereon, and of the constitute a failure remaining after pay price herein unless tition of any improvingurance remaining improvements with	aser assumes all hazards of dam taking of said real estate or any of consideration. In case any p ment of reasonable expenses of the seller elects to allow the purci- ements damaged by such taking after payment of the reasonable in a reasonable time, unless p	part thereof for public us art of said real estate is procuring the same shall haser to apply all or a po- g. In case of damage or of expense of procuring the urchaser efects that said	e; and agrees that no s taken for public use, t be paid to the seller al trion of such condemna destruction from a per same shall be devoted proceeds shall be pai	the portion of the conde nd applied as payment of tion award to the rebuilt il insured against, the pi to the restoration or ret d to the seller for app	or taking shall mnation award on the purchase ding or restora- roceeds of such uilding of such lication on the
(5) The seller standard form, or a said purchase price exceptions other tha	has delivered, or agrees to del commitment therefor, issued by against loss or damage by reason in the following:	y First American Title Insun of defect in seller's title	raped Commany . Insuri	ng the Durchaser to the	Iuii amount oi
- Deleted seen	and according appearing in said	notice form			

WA-74



a. Printed general exceptions appearing in sald policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

TRANSAMERICA TITLE INSURANCE COMPANY 10635 N. E. &th STREET NELLEVUE, WASHINGTON 98004 0.4.

3.10

Faxwa and AUG 2 1 1977

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to bey, seller sizes to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller average author residue full example of the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Subject to easements, restrictions and reservations of record. Subject to contract of sale recorded under auditor's file No. 6539208 which purchaser's

herein agree to assume. Subject also to additional contract of sale recorded under auditor's file No. 6103464 which ashbosotherein abbosotherein subject also to auditor's file No. 330529, and 7512120482.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effects such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may be reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate; and no waiver by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of any subsequent default.

Service upon purchaser of any endeaped promptly at the time and in one purchaser's right any be made by United States Mall, postage pre-paid, return receipt requested, direc

IN WITNESS WHEREOF, the parties hereto have executed this instrument as	
May	(EAL)
	May Multipler (921)
and the second s	(SEAL)
ne commitment de la comme de l	are m. Smith
STATE OF WASHINGTON	
The state of the s	the second section of the section of the section of the second section of the section of t
County of King	
Or this del personal sopered before me . Masako Mori and Jac	k Miller
to me hand to the tell versals described in and who executed the within and	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	d voluntary act and deed, for the uses and purposes
therein mentioned	
CIVEN under my land and official and this day of Aug	just, 1977
GIVEN under my dand and official and this	
- Cau	he is well
Notary Pub	lic in and for the State of Washington,
FILED FOR RECORD AT REQUEST OF	Seattle
TACTIONINERICA TOTAL	tight av
ANDURANCE COMMANDE	,
10635 N. E. 8th STREET DELLEVUE, WASHINGTON First American Title	THIS SPACE RESERVED FOR RECORDER'S USE,
First American Title	
INSURANCE COMPANY	
	tal are a second to the first with
Filed for Record at Request of	
AFTER RECORDING MAIL TO	
Name NORTHWEST BONDED ESCROWS, INC. of Aurora	
374	Si Li
Address 10314 Aurora Avenue North Seattle, Washington 98133 # 33341	Auc 31
City and State	

Lillian R. Miller

Wie and woluntary act and deed, for the

Notary Public in and for the State of Washington,

to me known to be the individual described in and who executed the within and foregoing instrument, and

her

signed the same as

County of

acknowledged that

Pierce On this day personally appeared before me

uses and purposes therein mentioned.

she

GIVEN under my hand and official seal this

Quit Claim Deed

	The GRANTOR, SEATTLE-FIRST NATIONAL BANK, Bellevue Branch
)	
	for and in consideration ofTen Dollars
	its interest taken for collateral purposes only,
	Herod W. Boston and Olga J. Boston, his wife TRANSAMERICA
	all interest in the following described real estate: INSURANCE COM 10635 N.E. 8th ST BELLEVUE, WASHING
	Lot 5, Block 2, Bellevue Industrial Court Addition, according to plat recorded in Volume 42 of plats, page 9, in King County, Washington.
	"This deed is given in satisfaction of that certain Seller's Assignment of Real Estate Contract and Deed dated November 26, 1975, recorded December 12, 1975 under Auditor's File No. 7512120482, and is intended to release only the above described property from said assignment."
	1% EXCISE TAX NOT REQUIRED King Co. Records Division
	By & M. Phayon, Deputy
	situated in the County of King , State of Washington.
	IN WITNESS WHEREOF, said Seattle-First National Bank has caused this instrument to be
	executed by its proper officers and its seal to be hereunto affixed this 31st day
	of March , 1978 .
	BY Personal Account Officer YOGGENHOUN
	BY
	STATE OF WASHINGTON)
	County of King
	On thisday of, A. D. 19 ⁷⁸ , before me, the
	undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personal
ι	

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington residing at

the said instrument to be the free and voluntary act and deed of said national banking association, for the lines and purposes therein mentioned, and on oath stated that they were authorized to execute the said

instrument and that the scalaffixed is the scal of said national banking association.

FORM 269 REV. 9-61 PS

BELLEVUE BRANCM SEATTLE-FIRST NATIONAL BANK P. O. BOX 907 BELLEVUE, WA 98009



1 SEATTLE-FIRST NATIONAL BANK

RECORDED NC RECORDS

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1	BECURITY

SECURITY TITLE INSURANCE COMPANY OF WASHINGTON

1109 SECOND AVENUE . SEATTLE. WASHINGTON 98101 . MAIN 3-0870

Filed for Record at Request of

TRANSAMERICA TITLE INSURANCE COMPANY
10336 N.E. M. STREET
RELLEVUE, WASHINGTON 98004

TRETHEWEY & BRINK PURCHASER'S AS

THE GRANTOR JACK C. MILLER single woman

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED KC.

PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED

THE GRANTOR JACK C. MILLER, as his separate estate, MASAKO MORI, a

do es hereby convey and quit claim to VINCENT SMITH and for value received_

JOYCE M. SMITH, husband and wife

the following described real estate, situated in the County of ____

State of Washington, including any interest therein which grantor may hereafter acquire:

Lot 5 in Block 2 of Bellevue Industrial Court Addition, as per plat recorded in Volume 42 of Plats, on page 9, Records of King County, Washington.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 19, 1977, and conditioned for the conveyence of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract. and shall not apply to any taxes, assessments, or other charges levied, assessed or becoming due subsequent to the date of said contract. Real Estate Sales Tax was paid on this sale on August 31, 1977, Recording No. E428005.

> SALES TAX PATO ON CONTRACT AFF. NO. 428005 KING CO. RECORDS DIVISION

and does hereby assign, transfer and set over to the grantee that certain real estate contract dated the 11th day of July, 1969, between Sauna Inc., a Washington corporation as seller and Tsume S. Elliott, a single woman and Masako Mori, a married woman as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees

STATE OF WASHINGTON. County Pierco

> On this day personally appeared before me JACK C. MILLER

described in and who executed the within and foregoing instrument, and to me known to be the individual

acknowledged that he signed he same as uses and purposes therein mentioned

free and voluntary act and deed, for the

GIVEN under my sind and official seal this

TL-7 R2 12 68

WL-26-78

to fulfill the conditions of said real estate contract.

Dated this 2 day of

day of April,

State of Washington County of King

On this day personally appeared before me Masako Mori to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of June 1978

Notes Public in and for the State of Washington Residing at Bellevue



Transamerica Title insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF

FILZD FOR RECORD AT REQUEST OF TRANSAMERICA TITLE
INSURANCE COMPANY
IOSE N.E. SE STREET
ERLLEVUE, WASHINGTON BOOK

WHEN RECORDED RETURN TO

1978 AU8 29 AM 8 30

DIRECTOR RECORDS & ELECTIONS KING COUNTY, WASH.

(OAddress

Ocity, State, Zip 829

803

Statutory Warranty Deed

THE GRANTOR OLGA J. BOSTON, individually and as executrix of the Estate of Herod W. Boston, deceased;

for and in consideration of fulfillment of Contract

in hand paid, conveys and warrants to SAUNA, INC., a Washington Corporation;

the following described real estate, situated in the County of

, State of Washington:

Lot 5 in Block 2 of Bellevue Industrial Court Addition, as per plat recorded in Volume 42 of Plats, on page 9, records of King County,

Washington. Situate in the County of King, State of Washington.
SUBJECT TO: Easement, and the terms and conditions thereof, as recorded under Recording No. 5734317; Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property, and rights of tenants to remove trade fixtures at the expiration of the term; Financing statement, and the terms and conditions thereof, as filed under Uniform Commercial Code No. 200520

King

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated October 19, 1966 , and conditioned for the conveyance of the above described property, and the covenants of warranty , 19 herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on

, Rec. No. & 657924 Fr KC. Rol. E 332419

July 14, Ola Olga (Boston

filed under Uniform Commercial Code No. 330529.

SALES TAX PAID ON CONTRACT AFF. NO. 156. 57929 KING CO. RECORDE DIVISION .. BEPUTY

Boston, deceased. Boston, as executrix of the Estate of Herod W.

STATE OF WASHINGTON COUNTY OFKing.

On this day personally appeared before me

Olga J. Boston to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that ...she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIV	EN under my hand and official seal this
	lar 60 1 6 16 5 6 4 1 19 7 3
70	Lay Historiand
ion,	on, residing at CLL 1660
of the	on, residing at/CCCCCC

STATE OF WASHINGTON

COUNT:

On t before m ington, d and..... to me kn

respectiv. respective...

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first above written.

> Notary Public in and for the State of Washington, residing at..

Form No. W-961 Rev. 4-76

Deed Warranty Statutory

1978 AUB 29

DIRECTOR RECORDS & ELECTIONS KING COUNTY, WAS!

POLICE CONCEDENCED AT REQUEST OF TRANSAMERICA TITLE INSURANCE COMPANY
LOGIS N.E. SL STREET
BELLEVUE, WASHINGTON 98004

TITLE INBURANCE Washington WASHIN SEATTLE. O Mail

FORM L59F

Send Tax Statement

8200

Statutory Warranty Deed

(CORPORATE FORM)

SAUNA, INC., a Washington corporation

THE GRANTOR 362 for and in consideration of

Ten Dollars and Other Valuable Considerations

808290 TSUME S. ELLIOTT, a single woman and MASAKO MORI, a married woman in hand paid, conveys and warrants to

the following described real estate, situated in the County of King . State of

Washington:

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the plat recorded in volume 42 of plats, page 9, in King County, Washington.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF PUBLIC RECORD.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, , 1969 , and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Subject to all easements, restrictions and reservations of record, if any.

E#076437 8r

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers July, 1969 and its corporate seal to be hereunto affixed this 11th day of

SALES TAX PAID ON CONTRACT AFF. NO. E0.7643 KING CO. RECORDS DIVISION

Ashington corporation... President. Secretary.

STATE OF WASHINGTON.

County of King

, before me, the undersigned, July, 1969

117 a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
Richard G. Robinson and A. E. Bailey day of Secretary, respectively, of Sauna, Inc., a

Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and volunt is act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that volunt is act and deed of said corporation and that the seal affixed is the corporate seal of said corporation.

Witness my band and official seal hereto affixed the day and year first above written.

Marly L Color fold Notary Public in and for the State of Washington. residing at Bellevue

LICENSE AGREEMENT

82/11/23 RECD F CASHSL

#1017 D 9.50 *****9.50

AGREEMENT made this 26th day of October, 1982, between 22 ROLAND C. AVERY and KATHRYN R. AVERY, husband and wife, hereinafter called Licensor, and VINCE E. SMITH and JOYCE SMITH, husband and wife, d/b/a TOWN & COUNTRY CLEANERS, 310 - 105th N.E., Bellevue, Washington, county of King, state of Washington, hereinafter called Licensee.

WHEREAS, the Licensor, doing business as Evergreen Building Company, are the owners in fee simple of the following described real property situate in King County, Washington, to wit:

Lot 6 and 7, Block 2; together with the vacated walkway between said lots, Bellevue Industrial Court Addition, according to plat recorded in Volume 42 of Plats, page 9, in King County, Washington, and

WHEREAS, the Licensees are the owners in fee simple of an adjoining piece of real property situate in King County, Washington, to wit:

Lot 5, Block 2, Bellevue Industrial Court Addition, according to plat recorded in Volume 42 of Plats, page 9, in King County, Washington, and

WHEREAS, a dispute has arisen with respect to the above parties interest and use of a concrete block wall running east and west on the north property line of the Licensors, said wall forming the northern wall of Licensors building erected on Lot 6 and 7, Block 2 of the Bellevue Industrial Court Addition as

EIVENGOOD, SILVERNALE, CARTER & TJOSSEM ATTORNEYS AT LATV Post Office Don L Kirkland, WA 20033

Same will stopped on the conduct.

more further described above, and

WHEREAS, Licensees have made claim to said wall by adverse possession or otherwise, and have attached certain electrical conduits and pipe to said wall of Licensors and the roof on Licensees' building abutts and is partially attached, although non-structurally, to Licensors' wall, all without the permission or acquiescence of the Licensor herein, and

WHEREAS, said Licensor and Licensee have entered into a Stipulation and mutual release resolving their dispute and now desire to enter into a License Agreement whereby the rights of the Licensee with respect to use of the Licensor's wall will be determined, and

WHEREAS, Licensor and Licensee intend by this agreement and Stipulation to separate their interest in the above-described wall running east and west on the Licensors' premises and desire to maintain title insurance insuring title to the above-described parcels in fee simple and without any right, estate, title, lien, or interest in and to their property by the other party, and

WHEREAS, in order to accomplish the same, Licensor and Licensee have agreed to remove any and all electrical, plumbing, or other attachments to Licensors' wall and have agreed to construct a new wall for the benefit of the Licensee,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

 GRANT OF LICENSE; DESCRIPTION OF PREMISES. Licensor is the owner in fee simple of the property described above including, but not limited to, the building situate on the property. Said

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building has as its northern wall an 8 by 16 inch block wall running east and west for approximately 69.6 feet. Licensee has previously made claim to all or a portion of this wall by way of adverse possession and/or common wall but said Licensee agrees for all purposes to release their claim and any right whatsoever in said wall and have no right, estate, title, lien or interest in or to the property described of Licensors including, but not limited to, the wall immediately described above. Licensees agree that they be forever barred from having or asserting any right, title, estate, lien or interest in and to the property of the Licensor including, but not limited to, the block wall.

Licensor hereby grants to Licensee a license to use, subject to all of the terms and conditions hereof, a portion of the block wall, situate on the north property line of the following described premises:

Lot 6 and 7, Block 2; together with the vacated walkway between said lots, Bellevue Industrial Court Addition, according to plat recorded in Volume 42 of Plats, page 9, in King County, Washington.

- 2. LIMITATION TO DESCRIBED PURPOSE. The block wall shall be used by Licensee solely for the abuttment/attachment of their front, rear, roof, fascia, and other non-structural roofing materials, during the period beginning October 26, 1982, and continuing until this agreement is terminated as hereinafter provided.
- 3. USE AND MAINTENANCE OF PREMISES. The block wall of the Licensors will be maintained by the Licensor and may be used by Licensee solely for the attachment/abuttment of their current front, rear, roof, parapet/fascia, and/or other non-structural

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roofing materials and no further attachments of any kind may be made to said wall or this agreement shall terminate according to the terms contained in Section 4 stated below. Any and all attachments currently to the wall, except for portions of the front, rear, roof, fascia/parapet and roofing materials, shall be removed pursuant to the agreement of the parties. No permanent attachments, structure or structural bearing materials of any kind may be attached to the block wall of the Licensors.

TERMINATION. This agreement shall remain in full force and effect until such time as Licensees are requested by the Licensors, or their successors in interest, on the grounds set forth herein, to remove any attachments to their wall including but not limited to Licensees front, rear, roof, fascia/parapet and roofing materials. The Licensee shall have three (3) months from date of demand by Licensors or their successors in interest to remove any and all attachments to the block wall of the Licensors. The Licensees shall acquire no right or claim to the wall by way of this License Agreement other than a personal use for attachment/abuttment of their front, rear, roof, fascia/parapet and roofing materials which may be terminated as defined herein. The Licensor or their successors in interest shall not be entitled to request termination of this agreement unless removal of the front, rear, fascia/parapet and roofing materials is required, due to remodeling, demolition or construction to said wall or if required because of construction and/or remodeling by subsequent purchasers or successors in interest of Licensor.

Section 1

Should the Licensee sell, rent, assign, or otherwise transfer all or part of their interest in the adjoining property legally described as Lot 5, Block 2, Bellevue Industrial Court Addition, according to plat recorded in Volume 42 of Plats, page 9, in King County, Washington, this agreement shall be legally binding on Licensee's successors in interest, lessees, assignees, heirs and estate, said purchaser or successor in interest acquiring interest subject to the provisions of this agreement.

- 5. EFFECT OF TERMINATION. On any termination of this agreement, Licensee shall quit the premises, and shall remove therefrom all property installed in, on, or attached to the 8 by 16 inch block wall of the Licensor.
- 6. SPECIAL GRANT TO LICENSEE UPON TERMINATION. If Licensors wall or building is removed, Licensor hereby grants Licensee the right to enter upon the premises of Licensor for the limited purpose of completing the exterior wall to Licensee's premises. Said exterior wall of Licensee to be completed within thirty (30) days after right to entry allowed, subject to an extension of time which shall not be unreasonably withheld by Licensor.
- 7. DELIVERY OF NOTICES. Any notice mailed, addressed to Licensees at 310 105th N.E., Bellevue, Washington 98004, or delivery to Licensee shall be notice hereunder by Licensor. Any notice mailed or delivered to Licensor at 311 7th Avenue West,

Kirkland, Washington 98033, shall be notice by Licensee hereunder, unless and until Licensor shall designate a different representative or address.

8. REMEDIES UPON TERMINATION. If on the occurrence of any one of the above events triggering the termination of this agreement, the Licensor shall have the right to immediately terminate this agreement, and, if necessary, bring an action for injunctive relief and/or damages if the Licensee shall refuse to terminate their privilege granted herein. If it is necessary for the Licensor to retain the services of an attorney in order to enforce their rights under this agreement, Licensee agrees to pay any and all costs, including a reasonable attorney's fee, whether an action is commenced in a court of law or otherwise.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

LICENSEE:

HERE HEREBOOK HOUSE

Hoy Smith Would E Smith

LICENSOR:

KATHRYN R. AVERY

and the same and an investigation in the

211231017

STATE OF WASHINGTON)

SS.

COUNTY OF KING

On this day personally appeared before me VINCE E. SMITH and JOYFSMITH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purpose therein mentioned.

GIVEN under my hand and official seal this

_ day of

NOTARY PUBLIC in and for the State
Washington, residing at, Acceptance

STATE OF WASHINGTON)

ss.

COUNTY OF KING

On this day personally appeared before me ROLAND C. AVERY and KATHRYN R. AVERY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purpose therein mentioned.

October, 1982.

NOTARY PUBLIC in and for the State of Washington, residing at

RECORDED THIS DAT

D. . 701051

Nm 23 4 15 PH 'F?

BY THE DIVISION OF RECOGDS & ELECTIONS KING COUNTY



8505240463

067900 -0055-04 SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE Filed for Record at Request of 85/05/24 RECD F #0463 D 3.50 Walter G Clayton III NAME CASHSL 55 2929 Westin Building ADDRESS KING COUNTY NO EXCISE TAX CITY AND STATE Seattle, WA 98121 MAY 2 4 1985 QUIT CLAIM DEED **E**0825311 THE GRANTOR JOYCE M. SMITH, as Personal Representative of the Estate of Vincent E. Smith, Deceased for and in consideration of that certain bequest JOYCE M. SMITH conveys and guit claims to the following described real estate, situated in the County of King State of Washington, including any after acquired title: Lot 5, Block 2 of Bellevue Industrial Court Addition, as per plat recorded in Volume 42 of Plats, on page 9, records of King County, Washington. BY THE DIVISION OF RECORDS & FOR SINK KING COUNTY MAY RECEIVED THIS DAY 7 C) 58 웃 (President) (Individual) (Secretary) STATE OF WASHINGTON COUNTY OF King STATE OF WASHINGTON COUNTY OF On this day personally appeared before me JOYCE M. SMITH, Personal Representative of the Estate of Vincent E. Smith On this _ day of 19 ____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowlpersonally appeared _ edged that _____S.
signed the same as ___ she her to me known to be the President Secretary, respectively, of free and voluntary act and deed, for the uses and purposes the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _ authorized to execute the said instrument and that the seal affixed is the corporate seal of of Washington, residing said corporation.

Witness my hand and official seal hereto affixed the day and

Notary Public in and for the State of Washington, residing

year first above written.

TL-5 R3 2/76 Waxaa ah ja ah ah

HIS SPACE PROVIDE	D FOR RECO	RDER'S USE:	
90/02/08 RECD F RECFEE CASHSL	5.00	#0860 ****	

Statutory Warranty Deed

JOYCE M. SMITH, as her separate estate now and at all time since

TEN DOLLARS (\$10.00) and other valuable consideration

in hand paid, conveys and warrants to YUNG C. CHA. a married man as his separate estate.

SON HO CHA and HAN W. CHA, husband and wife, as Joint Tenants, with rights of** the following described real estate, situated in the County of KING, State of Washington:

Lot 5. Block 2. Bellevue. Industrial Court Addition, according to the Plat thereof recorded in Volume 42 of Plats, page 9. in King County. Washington

Subject to Easements Covenants, Reservations and Restrictions of record.



Bei III		DAY
January 31. Joyce y. Smith		
STATE OF WASHINGTON COUNTY OF King On this day personally appeared before me Joyce N. Smith to me known to be the individual described in and who executed the within and foregoing instrument,	STATE OF WASHINGTON COUNTY OF 55. On this day of, 19 before me, the undersigned, a Notary Public in and for the State of Wington, duly commissioned and sworm, personally appeared	
and acknowledged that they signed the same as their free and voluntary act and deed, for the user and purpose there in mentioned. GIVEN under my hand, and official seal this 3 is t day of January, 19 90	and	d in-
Notary Public in and for the State of Washington,	Notary Public in and for the State of Washington, residing at	_

residing at Seattle
F. 9235 R. 11/84

WHEN

City, State, Zip.

9002080861

STEWART TITLE COMPANY of Washington, Inc.

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE.

	:	90
RECORDED RETURN TO		
THE ONDED THE TORING TO	:	
Mutual Mortgage & Escrow Co. Inc		
	:	

23655 Pacific Hwy. So.

Kent. Wa. 98032

0/02/08 RECD F 5.00 RECFEE 2.00 CASHSL

****7:00

#0861 1A

Escrow No. 9732

Quit Claim Deed

THE GRANTOR HAE J. CHA, a married woman, wife of Yung C. Cha

for and in consideration of to establish as his separate estate

conveys and quit claims to

YUNG C. CHA. a married man as his separate estate

the following described real estate, situated in the County of KING together with all after acquired title of the grantor(s) therein:

State of Washington,

Lot 5 Block 2. Bellevue, Industrial Court Addition, according to the Plat thereof recorded in Volume 42 of Plats. Page 9. in King County, Washington.

Subject to Easements. Covenants. Reservations and Restrictions of record.

Filed by Chicago Title Insurance Co.

E1115301 By (President)
By
STATE OF WASHINGTON, County of
stated that authorized to execute the instrument and acknowledged it as the of
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.
Dated:
Notary Public in and for the State of Washington, residing at
My appointment expires

50

10.60

Whe	n recorded return to:
A &	B Escrow Services
444	NE Ravenna Byld #101, Seattle, WA 98115
	I FASE ACREEMENT COMMERCIAL PREMIS

THIS LEASE made this 3rd day of January , 19 92, by and b	etween (Names & Addresses):
Yung C. Cha	
and	, (hereinafter called Lessee):
WITNESSETH:	
1. PREMISES: Lessor does hereby lesse to Lessee, those certain premises commonly	known as
Lot 5 Block 2, Bellevue Industrial Court Addition, Volume 42 of Plats, page 9, records of King County	recorded in
as shown on Exhibit B attached hereto, (hereinnfter called "premises"), being situated up attached hereto.	
2. TERM: The term of this Lense shall be for 7 years + 5 years opt	
of January 19 92 and shall terminate on the 3rd day of Jan	uary 19 99.
3. RENT: Lessee covenants and agrees to pay Lessor, at the offices of Lessor.	
310 105th Avenue N.E., Bellevue, WA 98004	
or to such other party or at such other place as Lessor may bereafter designate, or Three Thousand Dollars plus N.N.N.	nonthly rent in the amount of Dollars (\$ 3,000 + N),
In advance, on the first day of each month of the lease term. Lessor hereby acknow. Three Thousand and no/100	Dollars (\$ 3,000
for the first and months rent. If Lessee is in possession of the premises for a rent shall be prorated for the number of days of Lessee's possession during that month. Any or more days after the beginning date of each rental period will be subject to a service challessee has deposited the sum of \$	is hereby acknowledged, which

Washington, or as such may be subsequently amended.

The above base monthly rental rate plus changes, if any, provided in Paragraph 5. "Taxas", shall be adjusted at each yearly anniversary data by using the revised Consumer Price Index (CPI) for All Urban Consumers as published by the United States Department of Labor for the Seattle-Everett Metropolitan area. The indexes used shall be thuse published for the nearest period preceding the month in which the initial lease year begins and the same period preceding the anniversary date. The percentage of change from the earlier index to the later index shall be multiplied by the rent rate at the beginning of each lease year and the result and ded to that beginning rate to arrive at the adjusted rate which will analy to each of the twelve manks of the succeeding added to that beginning rate to arrive at the adjusted rate which will apply to each of the twelve months of the succeeding lease year, except in no event shall rent rate be less than the original monthly rate. When, this paragraph becomes effective upon rangwal, the first two [2] sub-paragraphs of Paragraph 6, "Toxeo", do not further apply for the reason that tuxes are included in the Consumer Price Index calculations.

4. UTILITIES AND FEES: Lessee agrees to pay all charges for light, heat, water, sewer, garbage, drainage, metro and all other utilities and services to the premises during the full term of this lease. Above items, if any, included in the rent

All other items including all license fees and other governmental charges levied on the operation of Lessee's business on the premises will be poid directly by Lessee. In the event the leased premises are a part of a building or larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges.

roper and fair share of said charges.

5. TAXES: In addition to the rent provided in paragraph 3, Lessee agrees to pay any increase over the year 19. the portion of the real estate taxes and assessments applicable to the premises which are due and payable during the term of this Lease or any extension hereof. Lessee shall pay its portion of the increase of the taxes are the building equal to the premises of the taxes are the building equal to the percentage of the total net rentable area in the building leased to lessee, plus the portion of the taxes applicable to the land described in Exhibit A which is equal to the ratio of the square feet of the premises to the latal square feet of net centable area of buildings on said land.

Lessor shall submit to Lessee a copy of the actual statements received from the laxing authority as they become due and shall invoice Lessee for its portion according to the provisions of this paragraph. Lessee shall pay such invoice within

If the term of this Lease commences and terminates on dates other than January 1 and December 31, respectively, taxes payable shall be proroted in the first and last calendar years of the term of the Lease.

Should there presently be in effect or should there be enacted during the term of this Lease any law, statute or ordinance levying any tax (other than Federal or State income taxes) upon rents, Lessee shall pay such tax or shall reimburse Lessor on demand for any such taxes paid by Lessor.

- 8. COMMON AREAS: If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor's rules and regulations pertaining to the parts of the building that are in common use by tenants.
- 7. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at its own expense and stall times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the premises; keep all drain pipes free and open; protect water, heating, gas and other pipes to prevent freezing or clogging; repair all leaks and damage caused by leaks; replace all glass in windows and doors of the premises which may become cracked or broken; and remove ice and snow from sidewalks adjoining the premises. Except for the roof, exterior walls and foundation, which are the responsibility of the Lessor, Lesseeshall make such repairs as necessary to maintain the premises in as good condition as they now are, reasonable use and wear and damage by fire and other casualty excepted. they now are, reasonable use and wear and damage by fire and other casualty excepted.

Lesse Agreement With CPI Cleuse
Washington Legal Blank Inc., Issaquah, WA Form No. 430 2/87
MATERIAL MAY NOT BE REPRODUCED IN WINCE OR IN FART IN ANY FORM WILATSOEVER.

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- 8. SIGNS: All signs or symbols placed by Lessee in the windows and doors of the premises, or upon any exterior part of the building, shall be subject to Lessor's prior written approval. Lessor may demand the removal of signs which are not so approved, and Lessee's failure to comply with said request within forty-eight (48) hours will constitute a breach of this paragraph and will entitle Lessor to terminate this Lease or, in lieu thereof, to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this Lease, Lessee will remove all signs placed by it upon the premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.
- 9. ALTERATIONS: After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at Lessee's sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this Lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any improvements and so removed shall be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.
- 10. CONDEMNATION: In the event a substantial part of the premises is taken or damaged by the right of eminent domain, or purchased by the candemnor, in lieu thereof, so as to render the remaining premises economically untenantable, then this Lease shall be cancelled as of the time of taking at the option of either party. In the event of a partial taking which does not render the premises economically untenantable, the rent shall be reduced in direct proportion to the leased property taken. Lessee shall have no claim to any portion of the compensation for the taking or damaging of the land or building. Nothing herein contained shall prevent the Lessee from his entitlement to negotiate for his own moving costs and his leasehold improvements.
- 11. PARKING: Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessor deems desirable for the control of parking automobiles on the real property described in Exhibit "A" or property under Lessor's control, including the right to designate certain areas for parking of the Lessee, employees of Lessee, his customers and other Lessees of said buildings.
- 12. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, Lessor may concel this Lense at its option.
- 13. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this Lease without the written consent of Lessor, which will not be unreasonably withheld. This Lease shall not be assignable by operation of law.
- 14. ACCESS: Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or of making repairs, additions or alterations, and to show the premises to prospective tenants for sixty [60] days prior to the expiration of the Leuse term.
- 15. POSSESSION: If for any reason Lessor is unable to deliver possession of the premises at the commencement of the term of the Lease, Lessee may give Lessor written notice of its intention to cancel this Lease if possession is not delivered within thirty [30] days after receipt of such notice by Lessor. Lessor shall not be liable for any damages caused by delay, and Lessee shall not be liable for any rent until such times as Lessor delivers possession. A delay of possession shall not extend the term or the termination date. If Lessor offers possession of the premises prior to the commencement date of the term of this Lease, and if Lessee accepts such early possession, then both parties shall be bound by all of the covenants and terms contained herein, including the payment of rent during such period of early possession.
- 16. DAMAGE OR DESTRUCTION: In the event the premises are rendered untenantable in whole or in part by fire, the elements, or other casualty. Lesser may elect, at its option, not to restore or rebuild the premises and shall so notify lessee, in which event Lessee shall vacate the premises and this Lesse shall be terminated; or, in the alternative, Lessor shall notify Lessee, within thirty [30] days after such casualty, that Lessor will underlake to rebuild or restore the premises, and that such work can be completed within one hundred eighty [180] days from date of such notice of intent. If Lessor is unable to restore or rebuild the premises within the said one hundred eighty [180] days, then the Lease may be terminated at Lessee's option by written ten [10] day notice to Lessor. During the period of untenantability, rent shall abate in the same ratio as the portion of the premises rendered untenantable bears to the whole of the premises.
- 17. ACCIDENTS AND LIABILITY: Lessor or its agent shall not be liable for any injury or damage to persons or property sustained by Lessee or other, in and about the premises. Lessee agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.

Lessee agrees to maintain public liability incurance on the premises in the minimum limit of \$25,000 for property damage and in the minimum of \$100,000/\$300,000 for boddly injuries and death, and shall name Lessor as an additional insured. Lessee shall furnish Lessor a certificate indicating that the insurance policy is in full force and effect, the Lessor has been named as an additional insured, and that the policy may not be cancelled unless ten [10] days prior written notice of the proposed cancellation has been given to Lessor.

- 18. SUBROGATION WAIVER: Lessor and Lessee each herewith and hereby releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils described in standard fire insurance policies and all perils described in the "Extended Coverage" insurance endorsement approved for use in the state where the premises are located, which occurs in, on or about the Premises, unless due to the negligence of either party, their agents, employees or otherwise.
- 18. DEFAULT AND RE-ENTRY: If Lessee shall fail to keep and perform any of the covenants and agreements herein contained, other than the payment of rent, and such failure continues for thirty [30] days after written notice from Lessor, unless appropriate action has been taken by Lessee in good faith to care such failure. Lessor may terminate this Lease and re-enter the premises, or Lessor may, without terminating this Lease, re-enter said premises, and sublet the whole or any part thereof for the account of the Lessee upon as favorable terms and conditions as the market will allow for the balance of the term of this Lease and Lessee covenants and agrees to pay to Lessor any deficiency arising from a reletting of the premises at a lesser amount than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor. However, the ability of Lessor to re-enter and sublet shall not impose upon Lessor the obligation to do so.
- 20. REMOVAL OF PROPERTY: In the event Lessor lawfully re-enters the premises as provided herein, Lessor shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Lessee.
- 21. COSTS AND ATTORNEY'S FEES: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease may be in the county in which the premises are situated.

22. SUBORDINATION: Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust, placed on the property described in Exhibit A, provided, that in the event of foreclosure, if Lessee is not then in default and agrees to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the term of this Lease.

- 23. NO WAIVER OF COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.
- 24. SURRENDER OF PREMISES: Lessee agrees, upon termination of this Lesse, to pencefully quit and surrender the premises without notice, leave the premises neat and clean end to deliver all keys to the premises to Lessor.
- 25. HOLDING OVER: If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this Lesse, Lessee shall remain bound by all the covenants and agreements herein, except that the tenancy shall be formed to be sufficient to the content of the same to be sufficient to the same to the same to be sufficient to the same to the same to be sufficient to the same to the same to be sufficient to the same to the same to be sufficient to the same to the same to be sufficient to the same to the same to be sufficient to the same to be sufficient to the sam
- 26. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this Leasee shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

rovided.	Dry Cleaning Business	
ar tier, targe shall use the premises for the purposes of -	DIJ OICONAND DECEMBER	-

and for no other purposes, without written consent of Lessor. In the event Lessee's use of the premises increases the fire and extended coverage or liability insurance rates on the building of which the premises are a part, Lessee agrees to pay

28. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail. postage prepaid, addressed to the Lessor of 7944 139th Avenue S.E., Renton, WA 98059 24504 S.E. 42nd PL. Issaquah. WA 98027 or at such other address as either party may designate to the other in writing from time to time.

29. RIDERS: Riders, if any, attached hereto, are made a part of this leases by reference and are described as follows: See attached.

30. TIME IS OF THE ESSENCE OF THIS LEASE.

31. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Lessee is a corporation, Lessee shall, within thirty [30] days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

Directors of said corporation authorizing or rain ying the extension	
IN WITNESS WHEREOF, the parties hereto have bereunto s	set their hands and seals the date tirst above written.
LESSOR: YIJUG C. Cha LE	
ا با ب	ss. (Individual Acknowledgment)
On this day personally appeared before me YUNG	C. CHAI VONG Kehi Soltchi
On this day personally appeared before me Voluce to me known to be the individual described in and who exec	uted the within and foregoing instrument, and acknow-
GIVEN Under My Hand and William Seal this O. ZOA IIII Seal this O. ZOA III Se	ay of JANUARY 1022. Start Public in and for the State of Washington siding at SELLEULE Gorporate Acknowledgment) 19
to me known to be	ute said instrument and that the seal affixed, if any,
	otary Public in and for the State of in said County.

RIDER TO LEASE AGREEMENT

FIRE INSURANCE: Lessees agree during the term hereof to pay all insurance premiums on the leased premises for the full insurable amount for fire, and extended coverage. In addition to payments provisions, Lessees agree to carry Public Liability Insurance.

FIRST RIGHT OF REFUSAL: Should Lessor at anytime during the term hereof or any extended or renewed term hereof decide to self the premises, Lessor will given the Lessee, its heirs and assigns, the first right to purchase the subject property on the same terms and conditions, Lessor intends to list the property for sale or should Lessor receive an offer to purchase from any third person at a price acceptable to Lessor, Lessee shall be given 30 days within which to match said offer before Lessor shall accept the other offer.

OPTION TO RENEW: As an additional consideration for the execution of this lease by the Lessoe, the Lessor grants and gives to the Lessoe the right to renew this lease for an additional 5 year term upon the same terms and conditions as herein contained, save and except as to the rent reserved. The parties agree that as to the rent reserved for the renewal period, they will commence negotiations with the Lessor within 90 days prior to the expiration date of the original term; and if unable to agree as to the reasonable monthly rent to be paid for the premises for the extended term within 30 days prior to the expiration date, then and in that event, they agree to arbitrate what the reasonable rent shall be for that term. Arbitration shall be conducted under the provisions of Washington State Arbitration Code as set forth in RCW 7.04.010 et sec.

0111

Lexico J. M. Che

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Return Address:

Robert M. Sifferman Attorney at Law 2000 112th Avenue NE Bellevue, WA 98004



E1902043

08/05/2002 08:47

KING COUNTY UA
TAX
SALE \$2.00

PAGE 001 OF 001

WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65 04)

Please print or type information	
Document Titles or transactions contained therein: (all areas applicable to your document <u>must</u> be filled in)	
1. Personal Representative's Deed	
Reference Number(s) of Documents assigned or release: N/A	
Additional reference #'s on page of document	
Grantor(s) (Last name first, then first name and initials)	
1. Cha, Son Ho, as PR of Estate of Yung Chol Cha	
[] Additional names on of document	
Grantee(s) (Last name first, then first name and initials)	
1. Cha, Son Ho and Cha, Han Won, husband and wife	
[] Additional names on page of document	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.) Lot 5, Block 2, Bellevue Industrial Court Addition, according to plat hereof recorded in Vol 42, page 9, records of King County, Washington. [] Additional legal is on pages of document	
Assessor's Property Tax Parcel/Account Number 067900-0055-04	
[] Property Tax Parcel ID is not yet assigned [] Additional parcel numbers on page of document	
The Auditor/Recorder will rely on the information provided on the form The staff will not read the document to verify the accuracy or completeness of the indexing information	

FILED FOR RECORDING AT THE REQUEST OF:	
ROBERT M COMMAN 2000 - 1121H AVENUE NE BELLEVUE, WA 98004	

PERSONAL REPRESENTATIVE'S DEED

- 1. GRANTOR. The undersigned Grantor, Son Ho Cha, is the duly appointed, qualified and acting Personal Representative of the Estate of Yung Chol Cha, Deceased.
- 2 ESTATE. Yung Chol Cha died on February 4, 2002. Son Ho Cha was appointed personal representative on April 9, 2002 in the State of Washington Superior Court for King County under Probate Cause No. 02-4-02391-3 SEA (the "probate proceedings").
- 3 NONINTERVENTION POWERS. By Order of Solvency entered on April 9, 2002 in the probate proceedings, Grantor was authorized to settle the Estate without further court intervention or supervision.
- 4. CONVEYANCE. Grantor hereby bargains, sells and conveys to Son Ho Cha and Han Won Cha, husband and wife, as joint tenants with right of survivorship, all of the Estate's interest in the following-described property located in King County, Washington:

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the Plat thereof recorded in Volume 42 of Plats, page 9, in King County, Washington.

The street address is: 310 105th Avenue NE Bellevue, WA 98004.

ORIGINAL

LIMITATION OF COVENANTS. Grantor expressly limits the covenants of this deed to those expressed herein and excludes all covenants arising or to arise by statutory or other implication.

DATED this 25 day of July, 2002.

as Personal Representative of the

Estate of Yung Chol Cha,

and not in his personal capacity.

STATE OF WASHINGTON) SS. COUNTY OF KING

On this day personally appeared before me Son Ho Cha, to me known to be the individual described in and who executed the within and foregoing instrument as Personal Representative of the Estate of Yung Chol Cha, Deceased, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 25 day of July, 2002.

NOTARY PUBLIC in and for the State of Washington, residing

at: Kirkland

My appointment expires:12-30-2004

Return Address:

5 22 F W

Robert M. Sifferman Attorney at Law 2000 112th Avenue NE Bellevue, WA 98004



E2017281

PAGE001 OF 001

WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65 04)
Please print or type information

Document Titles or transactions contained therein: (all areas applicable to your document <u>must</u> be filled in)
1. Quit Claım Deed
Reference Number(s) of Documents assigned or release: N/A
Additional reference #'s on page of document
Grantor(s) (Last name first, then first name and initials)
1. Cha, Son Ho
[] Additional names on of document
Grantee(s) (Last name first, then first name and initials)
1. Cha, Han Won
[] Additional names on page of document
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)
Lot 5, Block 2, Bellevue Industrial Court Addition,
according to plat hereof recorded in Vol 42, page 9, records of King County, Washington.
[] Additional legal is on pages of document
Assessor's Property Tax Parcel/Account Number 067900-0055-04
[] Property Tax Parcel ID is not yet assigned [] Additional parcel numbers on page of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

ORIGINAL

When recorded return to:

ROBERT M. SIFFERMAN 2000 - 112TH AVENUE NE BELLEVUE, WA 98004

QUIT CLAIM DEED

THE GRANTOR, Son Ho Cha, a married person, for and in consideration of love and affection, conveys and quit claims to Han Won Cha, a married person as her separate estate, the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the grantor therein:

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the Plat thereof recorded in Volume 42 of Plats, page 9, in King County, Washington.

The street address is:

310 105th Avenue NE Bellevue, WA 98004.

Dated. February 6, 2004

Son Ho Cha

State of Washington

) ss.

County of King

On this day personally appeared before me Son Ho Cha, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6^{-1} day of February, 2004.

PUBLIC 12-30-04

ROBERT M. SIFFERMAN Notary Public in and for the State of Washington,

Residing at. Kirkland

My commission expires:12/30/2004

Quit Claim Deed

SRICINAL

AFTER RECORDING RETURN TO:

Robert C. Farrell, Esq. ROBERT C. FARRELL, PLLC 705 Second Avenue, Suite 800 Seattle, WA 98104

ñ - . .



Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet $\,$ (RCW 65.04)

Document Title(s) (or transactions contained therein):
Memorandum of Lease
Reference Number(s) of Documents assigned or released:
None
Additional reference numbers on reco(c) of decument
Additional reference numbers on page(s) of document. Grantor(s) (Last name, first name, initials)
Grantor(s) (Last name, mist name, minats)
Cha, Han Won
☐ Additional names are on page(s) of document.
Grantee(s) (Last name first, then first name and initials)
1. Durr, Richard F.
2. Durr, Leah R.
☐ Additional names are on page(s) of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Lot 5, Block 2, Bellevue Industrial Court Addition, according to the Plat thereof, recorded
in Volume 42 of Plats, page 9, in King County.
☐ Additional legal description is on EXHIBIT A of document.
Assessor's Property Tax Parcel/Account Numbers:
067900-0055-04
The Audie ID and a local state of the state
The Auditor/Recorder will rely on the information provided on the form. The staff
will not read the document to verify the accuracy or completeness of the indexing
information provided herein.

MEMORANDUM OF LEASE

This Memorandum of Lease is executed as of January 3, 2012, by and between Han Won Cha as "Landlord", and Richard F. Durr and Leah R. Durr, husband and wife, as "Tenant", to be recorded and give public notice that:

- <u>Leased Premises</u>. On October 8, 1999, Yung C. Cha and Tenant entered into that certain lease ("<u>Lease</u>") for premises consisting of approximately 2,300 square feet (wherein Tenant operates Town and Country Cleaners) within the building located at 310 105th Avenue Northeast, Bellevue, WA 98004, on the real property legally described as follows:
 - Lot 5, Block 2, Bellevue Industrial Court Addition, according to the plat thereof recorded in Volume 42 of Plats, page 9, in King County.
- Assumption of Lease. Pursuant to the settlement of the estate of Yung C. Cha, and that subsequent conveyance by Son Ho Cha, Han Won Cha assumed all rights and obligations as the successor Landlord.
- Term. The Lease was amended on September 16, 2006, and again on or about December 5, 2011. As amended, the Lease expires on October 24, 2018, unless extended pursuant to the terms therein.
- Applicable Lease Provision. Pursuant to Lease Section 34 (g), Landlord and Tenant wish to record this Memorandum of Lease.

Executed as of the date first written above.

Landlord:

By: A My M. (A

Tenant

Printed Name: Richard F Durr

Printed Name: Leah R. Durr

[Notary blocks are on following page]

STATE OF	MARY And)
COUNTY OF	Baltimie)ss)

I certify that I know or have satisfactory evidence that HON WON CHA is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:() 1 510x/01 ALEXANDRA MOTA NOTARY PUBLIC BALTHURE COUNTY MARY! AND MY COMMISSION EXPIRES OCT. 31, 2014

Alexandra Mota Notary name printed or typed: Notary Public in and for the State of

My appointment expires: Oct 31, 2014

STATE OF WASHINGTON

COUNTY OF KING

))ss.

Residing at

I certify that I know or have satisfactory evidence that LEAH F. DURR is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1/24/12

Notary Public State of Washington SHADYAC N BRIS My Appointment Expires Apr 8, 2015

STATE OF WASHINGTON

COUNTY OF KING

SHADYAC. W. BRTS

Notary name printed or typed:

Notary Public in and for the State of Washington

Residing at Bollene, WA My appointment expires: 4/8/15

iss.

I certify that I know or have satisfactory evidence that RICHARD F. DURR is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Notan name printed or typed: SNAOVAC N. BR.T. S Notary Public in and for the State of Washington Residing at Bellone, WA My appointment expires: 4/8/15

Notary Public State of Washington SHADYAC N BRIS My Appointment Expires Apr 8, 2015 when recorded mail to: Kelly Kenn, Attorney 385 NW Dogwood Street Issaquah, WA 98027



QUIT CLAIM DEED 6/21/2018 4:04 PM KING COUNTY, WA

QUIT CLAIM DEED

The Grantor, **Han Won Cha**, conveys and quit claims to **Jennifer Cha**, as trustee of the **Han Won Cha Trust**, the following described real estate, situated in the County of King, State of Washington together with all after acquired title of the grantor(s) therein:

TAX PARCEL # 067900-005

Address: 310 105th Ave NE, Bellevue WA 98004

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the Plat thereof recorded in Volume 42 of Plats, page 9, in king County, Washington.

DATED this ast	d day of [m	4	Corp.	, 2	018		
han who			:-		: -i,		25	
Han Won Cha, Grantor								
STATE OF WASHINGTON }								

On this day personally appeared before me, **Han Won Cha**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 32 day of 2018.

CARL CONTROL OF THE C

COUNTY OF KING

PRINTED NAME:
NOTARY PUBLIC in and for the State of WASHINGTON, residing in King County.
My commission expires: 23 25 19

E2937482

EXCISE TAX AFFIDAVITS 6/21/2018 4:04 PM KING COUNTY, WA Tax Amount:\$10.00 Instrument Number: 20181207000045 Document:QCD Rec: \$99.00 Page-1

Record Date: 12/7/2018 8:47 AM

King County, WA

EXCISE TAX AFFIDAVITS 12/7/2018 8:47 AM KING COUNTY, WA

when recorded mail to: Kelly Kenn, Attorney 385 NW Dogwood Street Issaquah, WA 98027



12/7/2018 8:47 AM

QUIT CLAIM DEED

The Grantor, Jennifer Cha, trustee of the Han Won Cha Trust, conveys and quit claims to Jennifer Cha, as Han Won Cha Trust beneficiary and governor of Jennifer S Cha, LLC, the following described real estate, situated in the County of King, State of Washington together with all after acquired title of the grantor(s) therein:

TAX PARCEL # 067900-0055

Address: 310 105th Ave NE, Bellevue WA 98004

Lot 5, Block 2, Bellevue Industrial Court Addition, according to the Plat : thereof recorded in Volume 42 of Plats, page 9, in king County,

day of November, 2018.

Jennifer Cha, Grantor/Trustee

ELLY L. KEN

AUSELLA AUSELL

STATE OF WASHINGTON }

COUNTY OF KING

On this day personally appeared before me, Jennifer Cha, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2018.

PRINTED NAME: Kelyken NOTARY PUBLIC in and for the State of WASHINGTON, residing in King County... My commission expires: 03-0579

EXHIBIT B

Notice to Creditors regarding Sale of Town and Country Cleaners Assets

Record / Return to .

A & B ESCROW SERVICES INC. 444 N.E. RAVENNA BLVD. \$101 SEATTLE, WA 98115-6467

2271

LIST OF CREDITORS,
NOTICE TO CREDITORS OF BULK TRANSFER
AND

SCHEDULE OF PROPERTY

LIST OF CREDITORS:

STATE OF WASHINGTON)

The Cha Corporation each being duly sworn, on oath deposes and says:

I am the seller in a certain contract for the sale of assets of seller's business commonly known as Town and Country Cleaners, located at 310 105th NE, Bellevue, King County, Washington, dated November 28, 1991, between the undersigned, as seller, and Yong Kuk Chi and So Ja Chi, as buyer.

This statement is made pursuant to the terms and provisions of RCW 62A.6-104, and is furnished to the above named buyer in connection with the sale and transfer described and referred to in the above mentioned contract.

The following is a true, complete and accurate list of all creditors of affiant and all persons who, to the knowledge of affiant, assert or have claimed to assert one or more claims against affiant, together with the correct business addresses of each such creditors or claimant and the amounts due and owing to such creditors and claimants when known, as listed in "Schedule B" attached hereto and made a part hereof reference.

That all taxes with respect to the operation of the business of the seller have been paid or if unpaid, provision has been made to pay them from the purchase price, and the Escrow Agent is hereby authorized to pay them upon final audit of the seller's records by the City, State or Federal Agencies involved.

The Cha Corporation

KING CHEMIT

Vung d. Cha, President

SUBSCRIBED AND SWORN TO BEFORE me this

9 day of

199

Notary Public in and for the of Washington, residing at My commission expires:

expires: 5-28

NOTICE TO CREDITORS OF BULK TRANSFER:

TO ALL CREDITORS OF THE HEREIN DESCRIBED BUSINESS

Pursuant to the provisions of RCW 62A,6-105 and 62A,6-107, you are hereby notified that a transfer in bulk assets of The Cha Corporation whose business address is 310 105th NE,Bellevue, , Washington will be made to Yong Kuk Chi and So Ja Chi c/o AYB (50 Ccu) , 444 NE Ravenna Blvd #101, Seattle, Washington. The debts of the transferor are not to be paid in full by the undersigned buyer and the following information to you herewith:

- 1. The property to be transferred consists of the equipment, goodwill, fixtures and non-salable supplies of that certain business commonly known as Town and Country Cleaners, located at 310 105th NE, Bellevue, Washington.
- The estimated total of the transferor's debts is \$

 3. A schedule of the property to be transferred and a list of creditors of the above named transferor, as furnished by the said transferor, may be inspected at the address set forth on Schedule B.
 - 4. The transfer is not being made to pay or satisfy existing debts.
 5. The amount of new consideration to be paid for the above described bulk

transfer is \$407,022.97.

Yong Kuk Chi

SCHEDULE OF PROPERTY:

The Cha Corporation being the seller in a certain contract dated November 28, 1991 and whose address is 310 105th NE, Bellevue, , Washington, and Yong Kuk Chi and So Ja Chi being the buyer in said contract, state that the attached inventory is a complete schedule of the property sold, as per inventory attached hereto marked "Exhibit A" and made a part hereof by reference, as being the inventory held and used in the operation of Town and Country Cleaners, located at 310 105th NE, Bellevue, , Washington.

<u>EXHIBIT A, INVENTORY</u>

ALL OF THE FURNITURE, FIXTURES, EQUIPMENT AND SUPPLIES presently used in the operation of that certain business known as:

Town and Country Cleaners 310 105th NE Bellevue, , Washington

including the following items listed below, but NOT EXCLUSIVE THEREOF:

- 1 Dry-cleaning machine
- 2 utility press
- 1 one pants topper
- 1 washer
- 1 drye
- 1 broiler
- 1 vacuum
- 1 one air compressor (5H)

This affidavit was prepared by Edgar R. Rombauer PS, Attorney at Law

SCHEDULE B

CURRENT UTILITIES AND TAX AMOUNTS YET TO BE DETERMINED AND OTHER CREDITORS ON ATTACHED LIST

SEND CLAIMS TO: A & B ESCROW SERVICES, INC., 444 NE RAVENNA BLVD #101 SEATTLE, WA 98115

NAME

ADDRESS

AMOUNT

Puget Sound Bank

P.O. Box 409

\$12,977.03 seller continues to pay

Redmond, WA 98073

Loan No. 55846-5934

4870511026