

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Tracy Coleman, Central Services Director

DATE: March 4, 2024

RE: Commercial Lease Agreement – Richard & Beverly Stapf

STATEMENT OF ISSUE:

Central Services Records Management desires a secure records storage facility that consolidates records storage into one location, is ergonomically designed and eliminates the need to rent heated storage units for records.

The Facilities division has been in need of a maintenance shop equipped with tools to perform maintenance projects safely and efficiently. Additionally, secure storage is desired for high value equipment and stock that is currently housed in rented storage units.

ANALYSIS:

The commercial lease will provide both Facilities and Records management with the space required to carry out the essential functions of their jobs safely, securely and meet industry standards.

FISCAL IMPACT:

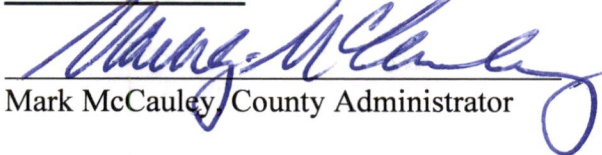
The lease has a 5 years term at a rate of \$4,000 per month plus utilities. The cost for the lease will be split between Records Management and Facilities Maintenance and will be re-covered through the Central Services cost allocation plans. We will continue to look for alternative solutions to decrease the net monthly payout to \$2870.

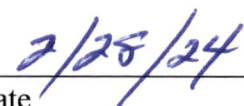
Tool up for the leased facility was included in the capital outlay request submitted through the 2024 budget process.

RECOMMENDATION:

Approve the lease and sign the lease.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Richard A. Jr. & Beverly Stapf

Contract No: CS-2-14-2024

Contract For: Lease

Term: 5 years

COUNTY DEPARTMENT: Central Services

Contact Person: Tracy Coleman

Contact Phone: ext 362

Contact email: tcoleman @co.jefferson.wa.us

AMOUNT: \$4,000/mo, term of 5 years

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Lease

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐

N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/28/2024.

PAO helped refine this lease.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/28/2024.

PAO assisted with the language of the lease.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Commercial Lease Agreement
55 Fredericks Street, Unit A, Port Townsend, WA 98368

This Commercial Lease Agreement is between Richard A. Jr. & Beverly Stapf and Jefferson County, Washington. The terms and conditions of the Lease are below.

(1) Effective Date. The effective date ("Effective Date") of this Commercial Lease Agreement (the "Lease") shall be March 1, 2024.

(2) Parties. The parties (collectively the "Parties". And individually and interchangeably the "Party") to this Lease are:

(a) **Lessee.** The name and contact information for the Lessee (the "Lessee") under this Lease are as follows:

Jefferson County, Washington
Attn: Central Services Director
PO Box 1180
Port Townsend, WA 98368

(b) **Lessor.** The name and contact information for the Lessor (the "Lessor") under this Lease are as follows:

Richard A. Stapf, Jr. & Beverly Stapf
2010 11th St.
Port Townsend, WA 98368
(360) 385-3199
stapfconstinc@gmail.com

(3) Premises. The premises (the "Premises") subject to this Lease shall be real property commonly known as 55 Fredericks Street, Unit A, Port Townsend, WA 98368, which is a portion of that certain parcel of real property with assigned Jefferson County Assessor's tax parcel number 948601004 and which is legally described as Lots 7, 8 and 9, Block 10 in the Eisenbeis Bay View Addition to Port Townsend, as per plat recorded in volume 2 of plats, page 54, records of Jefferson County, Washington.

(4) Lease. The Lessor agrees to grant a leasehold interest in the Premises to the Lessee (the "Lease") for the duration of the Lease Term, as hereinafter defined, pursuant to Title 59 RCW, except for Chapter 59.18 RCW (Residential landlord-tenant act); Chapter 59.20 RCW (Manufactured/mobile home landlord-tenant act; Chapter 59.22 RCW (Office of mobile/manufactured home relocation assistance); Chapter 59.24 RCW (Rental Security Deposit Guarantee Program); and, Chapter 59.30 RCW (Manufactured/Mobile Home Communities—Dispute Resolution and Registration).

(5) Lease Term. The term of the Lease (the "Lease Term") shall begin on the Effective Date and shall continue until 12:00 am on the March 1, 2028. The Lessee shall have the option to renew the Lease Term on a month to month basis or for an additional period up to 60

months. The Lessee shall also have the first right of refusal to purchase the Premises in the event the Lessor decides to sell.

- (6) **Rental Payments.** In consideration of the Lease, the Lessee shall pay to the Lessor monthly rent ("Rent") in the amount of FOUR-THOUSAND and NO/100 DOLLARS (\$4,000), which shall come due and owing on the Effective Date and on the 1st day of each successive calendar month during the course of the Lease Term. Annual Rent increases shall be based on the Seattle/Tacoma/Bremerton Consumer Price Index June to June average. The Rent increase shall not exceed 3% in any given year.
- (7) **Possession.** Lessee shall receive possession of the Premises on the Effective Date.
- (8) **Use.** Lessee agrees to use the Premises for lawful commercial purposes, plus such additional uses as are not prescribed by law or contract as the Lessee may decide. Notwithstanding the foregoing, Lessee shall not use the Premises for any recreational or medical marijuana related business under Chapter 65.50 RCW, Article III, and/or Chapter 69.51A RCW, or for any restaurant or other commercial food service purposes.
- (9) **Utilities & Services.** Lessor shall provide Lessee with water and wastewater (sewer) utility services. Lessee shall be liable for, and shall pay throughout the term of this Lease, all other utility services furnished to the premises, including but not limited to lighting, heat, electricity, gas, garbage disposal and communications. Wi-Fi and/or fiber services are not included in the rent.
- (10) **Improvement & Alterations.** Lessee shall be allowed to make improvements or alterations to the Premises with prior written consent of the Lessor. If the improvement is to landscaping, structural or cosmetic to the premises, this shall become part of the real property. Any moveable furniture and trade fixtures, and such improvements or alterations to the Premises shall not become part of the real property. If Lessor gives consent to Lessee to make any improvements or alterations to the Premises, Lessee agrees to comply with all laws, ordinances rules, and regulations or the county, state, and other authorized public authority with jurisdictions regarding the Premises. Lessee agrees that Lessor shall not be liable for any damage that Lessee, Lessee's contractor(s), or Lessee's agent may suffer by reason of any undertaking upon the Premises. Notwithstanding the foregoing, Lessee shall not be prevented from installing trade fixtures, machinery, or other trade equipment in conformance with the applicable public authority, and the same may be removed from the Premises upon termination of the Lease provided, however, the Lessee is not then in default of the Lease and the Premises shall not be damaged by such removal. Except as authorized above, Lessee shall return the Premises to the Lessor upon the termination of this lease in the same conditions as on the Effective Date, reasonable wear and tear excepted, inclusive of bolts installed in the concrete floor for racking units. Lessee shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee.

(11) Lessee Liability Coverage. Lessee agrees to maintain during the lease term the coverage as set forth below, at Lessee's sole expense.

- a. Comprehensive General Liability coverage from the Washington Counties Risk Pool against claims for injury or death to persons or damage to property with minimum limits of liability of \$2,000,000 combined single limit for each occurrence. Such coverage shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability.
- b. Workers Compensation coverage as required by Title 51 RCW (Industrial Insurance), for the term of this Lease and shall provide evidence of coverage to Lessor, upon request. Worker's compensation insurance shall cover all employees of Lessee with limits meeting all state and federal laws.

(12) Waiver of Subrogation. The Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto, PROVIDED, that this Paragraph 12 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Lessor or the Lessee.

(13) Lessee Personal Property. Any personal property of the Lessee shall be moved and/or stored at or in the Premises at the sole risk of the Lessee.

(14) Theft or Damage. Lessor and Lessor's employees, agents, and representatives shall not be liable for loss by theft or for any damage, whether to person or property, sustained by Lessee or any other person, including the Lessor, or due to any accident from whatever cause in or about the Premises, except as provided and limited by law.

(15) Lessor Insurance. Lessee acknowledges that insurance carried by Lessor does not extend to or benefit Lessee and that the Lessor has advised that Lessee should provide for their own renter's insurance policy and liability policy to cover the Premises and any potential loss that the Lessee may incur.

(16) Maintenance of Premises. Lessee hereby acknowledges that the Premises are in clean condition and good repair unless and except as expressly noted in a separate writing signed by the Parties. Lessee shall maintain the Premises in good and clean condition, and shall be solely responsible for the maintenance and cleanliness of the facility. Lessee's obligation to make repairs shall not extend to any structural parts of the building, including the foundations, bearing and exterior walls, subflooring and roofs, the unexposed electrical, plumbing and sewage system, including those portions of the systems lying outside the premises, exterior siding, doors, windows frames, gutters, downspouts, and the heating and ventilation system serving the premises, unless such repairs are necessitated by the Lessee's negligence or failure to maintain the interior. Lessee shall, at its own expense and at all times keep the premises and the adjoining roadways and sidewalks, neat, clean and

in safe and sanitary conditions. Maintain and keep the rented premises in a good state of repair and not commit waste of any kind.

- (17) Subletting & Assignment.** Lessee shall not sublet or assign any part of the Premises or of this Lease without prior written consent of Lessor, for which Lessor shall not unreasonable withhold consent.
- (18) Lessor Right of Entry.** Lessor and Lessor's agents, employees, assigns, successors, and assigns shall be authorized to enter upon the Premises during ordinary business hours after reasonable notice provided. This is a public records facility, containing sensitive information, thus the Lessor must be escorted at the facility provided except where an emergency requires immediate access to the premises.
- (19) Signs.** Lessee is authorized to erect any signs on the premises provided that such signs complies with all federal, state, and local law.
- (20) Taxes.** Lessor shall pay all real property taxes and assessments levied against the real property in which the Premises are situated, all in a timely fashion. Notwithstanding the foregoing, Lessee shall be liable and shall pay any and all other taxes levied with regard to the Lessee's use of the Premises, including any taxes on Lessee's personal property.
- (21) No Waste.** Lessee shall not commit or suffer any waste, damage, injury, or any nuisance upon the Premises.
- (22) Destruction & Condemnation.**

 - (a) Damage and Repair.** If the Premises are partially damaged but not rendered unleaseable by fire or other insured casualty, then Lessor shall diligently restore the Premises and this Lease shall not terminate; provided, however, Lessee may terminate this Lease if Lessor is unable to restore the Premises within 6 months of the casualty event. The Premises shall not be deemed unleaseable if less than 25% of each of those areas are damaged. Notwithstanding the foregoing, Lessor shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Lessor but are not sufficient to pay the entire cost of restoration, then Lessor may elect to terminate this Lease and keep the insurance proceeds, by notifying Lessee within 60 days of the date of such casualty. If the Premises are entirely destroyed, or partially damaged and rendered unleaseable, by fire or other casualty, Lessor may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises to their previous condition; provided, however if such casualty event occurs during the last 6 months of the Lease Term then either Lessee or Lessor may elect to terminate the Lease. If, within 60 days after receipt by Lessor from Lessee of written notice that Lessee deems the Premises unleaseable Lessor fail to notify Lessee of its election to restore those areas, or if Lessor is unable to restore those areas within 6

months of the date of the casualty event, then Lessee may elect to terminate the Lease. If Lessor restores the Premises, Lessor shall proceed with reasonable diligence to complete the work, and the rental charge shall be abated in the same proportion as the unleaseable portion of the Premises bears to the whole, provided that there shall be a rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Lessee, or Lessee's officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. Provided, Lessor complies with its obligations under this Section, no damages, compensation, or claim shall be payable by Lessor for inconvenience, loss of business or annoyance directly, incidentally, or consequentially arising from any repair or restoration of any portions of the Premises. Lessor will not carry insurance of any kind of or for the protections of Lessee and/or for any improvements paid for by Lessee, or for Lessee's furniture, or and fixtures, equipment, improvements, or appurtenances of Lessee under this Lease, and Lessor shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Lessor's negligence.

- (b) **Condemnation.** If the Premises are made unleaseable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of the either the Lessor or Lessee as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises and all rental charges and other payments shall be paid to that date. Lessor shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Lessee shall make no claim for the value of its leasehold. Lessee shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall Lessee's claim reduce Lessor's award.
- (23) **Compliance With Laws.** Lessee shall not cause or permit the Premises or any other part of the real property to be used in any way that shall violate any Federal, State, local, or other applicable law, ordinance, order, or governmental regulation. Lessee shall be responsible for complying will all applicable to the Premises as a result of the Lessee's use thereof, such as modifications required by the Americans with Disabilities Act as a result of Lessee opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation, or code during the Lease term, the Lessee shall perform all such changes at its expense, subject to prior written consent of the Lessor, if the changes are required due to the nature of the Lessee's activities at the Premises, or to alterations that Lessee seeks to make to the Premises.
- (24) **Indemnification.** Lessee shall defend, indemnify, and hold Lessor harmless against all liabilities, damages, costs, and expenses, including attorney's fees, arising from any negligent or wrongful act or omission of Lessee or Lessee's officers, contractors, licensees, agents, employees, guest, invitees, or visitors on or around the Premises as a result of any act, omission, or negligence or Lessee, or Lessee's officers, contractors, licensees, agents, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Lessee. Lessor shall defend, indemnify, and hold Lessee harmless against all liabilities, damages, costs, and expenses, including attorney's fees, arising from any negligent or wrongful act or omission of Lessor or Lessor's officers, contractors, licensees, agents, employees, guests, invitees, or visitors on or around the Premises or arising from any breach of this Lease by

Lessor. Lessor shall use legal counsel acceptable to Lessee in defense for any action within Lessor's defense obligation. The Provisions of this indemnification provision shall survive expiration or termination of the Lease.

(25) Default. The following shall be considered a material default of this Lease:

- (a) Late Payment.** The failure to make any monthly rental payment in full by the 10TH day of the month in which it comes due and owing.
- (b) Abandonment of the Premises.** The failure by the Lessee to vacate the Premises for a period of 30 days without prior written notice to Lessor.
- (c) Other Breach.** The breach of any other obligations under this Lease by Lessee if Lessee fails to remedy said breach within 20 days of notice provided by Lessor in accordance with the notice provision of this Lease.

(26) Remedies. In addition to those remedies provided Lessor under law, Lessor shall have the following remedies upon the Lessee being in material default of this Lease. Lessor's right and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- (a) Termination of Lease.** Lessor may terminate this Lease upon a material default of the Lessee. This Lease shall only terminate under this subsection upon Lessor exercising this provision by serving written notice to Lessee. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Lessee will remain liable to Lessor for damages in an amount equal to the rental charges and other sums still owing by the Lessee under this Lease for the balance of the lease term, plus additional damages incurred by Lessor as a result of any default or breach by Lessee of any provision of this Lease.
- (b) Nonpayment of Additional Rent.** All costs which Lessee agrees to pay to Lessor pursuant to the Lease shall in the event of nonpayment be treated as if they were payments of rental charges, and Lessor shall have all the rights herein provided for in case of nonpayment of rental charges.
- (c) Failure to Remove Property.** If Lessee fails to remove any of its property from the Premises at the Lessor's request following a material default, Lessor may, at its option, remove and store the property at Lessee's expense and risk. If Lessee does not pay the storage cost within 5 days of Lessor's request, Lessor may, at its option, have any or all of such property sold at public or private sale (and Lessor may become a purchaser at such sale), in such a manner as Lessor deems proper, without notice to Lessee. Lessor shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Lessors from Lessee under any of the terms hereof, and (iv) the balance, if any, to Lessee. Nothing in this Section shall limit Lessor's right

to sell Lessee's personal property as permitted by law to foreclose Lessor's lien for unpaid rent.

- (27) **Non-Waiver.** Lessor's waiver of any breach of this Lease by Lessee shall not constitute a waiver of any other breach, in time or in form, by the Lessee. The acceptance of payment of rental charges or other amounts due by Lessee under this Lease shall not be a waiver of any breach preceding or occurring simultaneous to such acceptance.
- (28) **Holdover.** If, without written consent of Lessor, Lessee holds over the Premises after the expiration or termination of this Lease, such lease shall be deemed to be a month-to-month lease and may be terminated in accordance with Title 59 RCW or other applicable law in effect in Washington State at the time, during such lease, all terms of the Lease shall remain in effect.
- (29) **Notice.** All notices hereunder may be delivered or mailed. If mailed, they shall be sent certified or registered mail to the addresses listed in Section (2) of this Lease.
- (30) **Hazardous Materials.** Lessor represents and warrants to the Lessee that, to the best of the Lessor's knowledge and except as lawfully kept upon Premises by the Lessee in the course of the Lessee's regular business, there is no "Hazardous Material" as defined below) on, in, or under the Premises as of the first day of the term except as disclosed to Lessee in writing prior to the signing of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the first day of the Lease term that has been or thereafter becomes unlawfully released through no fault of Lessee, then Lessor shall indemnify, defend, and hold Lessee harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Lessee either during or after the Lease term as the result of such contamination. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Lessee, its agents, employees, contractors or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Lessee breaches the obligations stated in the preceding sentence, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use or rentable or usable space or any amenity of the premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees incurred or suffered by Lessor either during or after the Lease term. These indemnifications by Lessor and Lessee include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material on the premises. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Materials on the demised property of any other property Lessee shall promptly take all

actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that Lessor's sole discretion. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic, or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government, due to its potential harm to health, safety, or welfare of humans or the environment. The provisions of this Section shall survive expiration or termination of this Lease.

- (31) Costs & Attorney Fees.** If Lessor or Lessee shall hire an attorney to enforce any right or obligation under this Lease, the prevailing party in such dispute shall recover from the losing party a reasonable sum for attorneys' fees required to address such dispute.
- (32) Jurisdiction & Venue.** If any dispute arises under this Lease, Lessor and Lessee both submit to the jurisdiction and venue of the Superior Court of Washington State in and for the County of Jefferson. The Parties agree that Washington law applies to the interpretation of this Lease.

(SIGNATURES FOLLOW ON NEXT PAGE)

By LESSEE – JEFFERSON COUNTY

Kate Dean Date
Chair, Commissioner

Heidi Eisenhour Date
Commissioner

Approved as to form:



February 28, 2024

Greg Brotherton Date
Commissioner

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

LESSOR:

Richard A. Stapf, Jr. Date
Owner, 55 Fredericks Street

Beverly Stapf, Date
Owner, 55 Fredericks Street

STATE OF WASHINGTON)
COUNTY OF JEFFERSON)ss.

I certify that I know or have satisfactory evidence that Richard Jr. Stapf is the person who appeared before me, and said person on oath stated that he is authorized to execute the within and forgoing instruments as a member with managerial authority over 55 Fredericks Street, and did sign the same as the free and voluntary act of such party for the purposes therein described.

Date: _____

Notary Public in and for the State of Washington
Residing at Port Townsend

Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF JEFFERSON)ss.

I certify that I know or have satisfactory evidence that Beverly Stapf is the person who appeared before me, and said person on oath stated that she is authorized to execute the within and forgoing instruments as a member with managerial authority over 55 Fredericks Street, and did sign the same as the free and voluntary act of such party for the purposes therein described.

Date: _____

Notary Public in and for the State of Washington
Residing at Port Townsend

Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF JEFFERSON)ss.

I certify that I know or have satisfactory evidence that Kate Dean is the person who appeared before me, declared that they executed the forgoing instrument, and acknowledged that their signature subscribed thereto was their free and voluntary act and deed for the purposes mentioned therein.

Dated: _____

Notary Public in and for the State of Washington
Residing at Port Townsend

Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF JEFFERSON)ss.

I Certify that I know or have satisfactory evidence that Heidi Eisenhour is the person who appeared before me, declared that they executed the forgoing instrument, and acknowledged that their signature subscribed thereto was their free and voluntary act and deed for the purposes mentioned therein.

Dated: _____

Notary Public in and for the State of Washington
Residing at Port Townsend

Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF JEFFERSON)ss.

I Certify that I know or have satisfactory evidence that Greg Brotherton is the person who appeared before me, declared that they executed the forgoing instrument, and acknowledged that their signature subscribed thereto was their free and voluntary act and deed for the purposes mentioned therein.

Dated: _____

Notary Public in and for the State of Washington
Residing at Port Townsend

Commission Expires: _____