

**CITY OF EDMONDS**  
**CONSTRUCTION PERMIT APPLICATION**

**OWNER**  
OWNER NAME/NAME OF BUSINESS: Wood's Family Investment LLC  
MAILING ADDRESS: 23025 100th Ave. West  
CITY: Edmonds, WA ZIP: 98020 TELEPHONE: 206-228-6866

**ARCHITECT**  
NAME: MELINA L. N.  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**CONTRACTOR**  
NAME: Monarch Trading Corp CBL #: 1541  
ADDRESS: POB 80563  
CITY: Seattle ZIP: 98108 TELEPHONE: 206-7636161  
STATE LICENSE NUMBER: MONARCH005501 EXPIRATION DATE: 3/6/23 CHECKED BY: QMM

**LEGAL**  
PROPERTY TAX ACCOUNT PARCEL NO.: 27033600113700

**JOB DESCRIPTION**  
(TYPE OF USE, BUSINESS OR ACTIVITY) EXPLAIN: RESTAURANT  
NUMBER OF STORIES: 2 NUMBER OF DWELLING UNITS: N/A CRITICAL AREAS NUMBER: 49272  
DESCRIBE WORK TO BE DONE: T/I  
INSTALL New Kitchen Equip  
IMPROVE HDOP RESTROOM  
CONDITION, IMPROVE EXIT  
LIGHTING SYSTEM  
INTERIOR WORK ONLY  
ADD NON-BEARING WALLS  
HEAT SOURCE: \_\_\_\_\_ GLAZING %: \_\_\_\_\_ LOT SLOPE %: \_\_\_\_\_  
PLAN CHECK NO.: 02-473 VESTED DATE: \_\_\_\_\_

**PERMIT LIMIT**  
THIS PERMIT AUTHORIZES ONLY THE WORK NOTED. THIS PERMIT COVERS WORK TO BE DONE ON PRIVATE PROPERTY ONLY. ANY CONSTRUCTION ON THE PUBLIC DOMAIN (CURBS, SIDEWALKS, DRIVEWAYS, MARQUEES, ETC.) WILL REQUIRE SEPARATE PERMISSION.  
PERMIT APPLICATION: 180 DAYS  
PERMIT LIMIT: 1 YEAR - PROVIDED WORK IS STARTED WITHIN 180 DAYS  
SEE BACK OF PINK PERMIT FOR MORE INFORMATION

**HOLD HARMLESS**  
"APPLICANT, ON BEHALF OF HIS OR HER SPOUSE, HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF EDMONDS, WASHINGTON, ITS OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES OF WHATEVER NATURE, ARISING DIRECTLY OR INDIRECTLY FROM THE ISSUANCE OF THIS PERMIT. ISSUANCE OF THIS PERMIT SHALL NOT BE DEEMED TO MODIFY, WAIVE OR REDUCE ANY REQUIREMENT OF ANY CITY ORDINANCE NOR LIMIT IN ANY WAY THE CITY'S ABILITY TO ENFORCE ANY ORDINANCE PROVISION."

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION; THAT THE INFORMATION GIVEN IS CORRECT; AND THAT I AM THE OWNER, OR THE DULY AUTHORIZED AGENT OF THE OWNER. I AGREE TO COMPLY WITH CITY AND STATE LAWS REGULATING CONSTRUCTION; AND IN DOING THE WORK AUTHORIZED THEREBY, NO PERSON WILL BE EMPLOYED IN VIOLATION OF THE LABOR CODE OF THE STATE OF WASHINGTON RELATING TO WORKMEN'S COMPENSATION INSURANCE AND RCW 18.27.

SIGNATURE OF OWNER OR AGENT: [Signature] DATE SIGNED: 10-03-2002

**USE ZONE** BN **PERMIT NUMBER** 2003-0040

**JOB ADDRESS** 23025 100th AVE W **SUITE/APT #** \_\_\_\_\_

**PLAT NAME/SUBDIVISION NO.** \_\_\_\_\_ **LOT NO.** \_\_\_\_\_ **LID NO.** \_\_\_\_\_

**LID FEE \$** \_\_\_\_\_

**PUBLIC RIGHT OF WAY PER OFFICIAL STREET MAP**  
EXISTING \_\_\_\_\_ PROPOSED \_\_\_\_\_

**REQUIRED DEDICATION** \_\_\_\_\_ **FT** \_\_\_\_\_

**METER SIZE** \_\_\_\_\_ **LINE SIZE** \_\_\_\_\_ **NO. OF FIXTURES** 13 **PRV REQUIRED** YES ☒ NO ☐

**REMARKS**  
OWNER/CONTRACTOR RESPONSIBLE FOR EROSION CONTROL/DRAINAGE  
CALL FOR STAIRS & SIGNAGE (PARKING)  
INSPECTIONS  
FINAL INSPECTION REQ'D  
ENGINEERING REVIEWED BY: [Signature] DATE: 11/17/03

**FIRE REVIEWED BY** [Signature] **DATE** 11-18-02

**VARIANCE OR CU** \_\_\_\_\_ **SHORELINE OR ADB#** \_\_\_\_\_ **INSPECTION REQ'D** YES ☐ NO ☒ **BOND POSTED** \$ \_\_\_\_\_

**SEPA REVIEW COMPLETE** EXEMPT ☒ **SIGN AREA ALLOWED** PROPOSED ☐ **HEIGHT ALLOWED** PROPOSED No change

**LOT COVERAGE ALLOWED** PROPOSED No change **REQUIRED SETBACKS (FT.)** FRONT \_\_\_\_\_ SIDE \_\_\_\_\_ REAR \_\_\_\_\_ **PROPOSED SETBACKS (FT.)** FRONT \_\_\_\_\_ SIDE \_\_\_\_\_ REAR \_\_\_\_\_

**18 PARKING REQ'D** 190 **LOT AREA** \_\_\_\_\_ **PLANNING REVIEWED BY** [Signature] **DATE** 11/17/03

**REMARKS**  
Any exterior changes will require design review.  
10 stalls on site + 8 joint use agreement

**CHECKED BY** [Signature] **TYPE OF CONSTRUCTION** IN **CODE** 97 **OCCUPANT GROUP** 13/B

**SPECIAL INSPECTION REQUIRED** YES ☐ NO ☒ **AREA** 5581 **OCCUPANT LOAD** 138

**REMARKS**  
**PROGRESS INSPECTIONS PER UBC 108/FINAL INSPECTION REQ'D**  
PROFESSIONAL ENGINEER: MELINA NA LIN, PE # 37394  
**VALUATION**  
\$34,341 --

| Description      | FEE             | Description       | FEE     |
|------------------|-----------------|-------------------|---------|
| Plan Check       | 510-            | State Surcharge   | 450     |
| Building Permit  | 600-            | City Surcharge    | 5-      |
| Plumbing         | 160             | BASE              | 60-     |
| Mechanical       | SEPARATE PERMIT |                   |         |
| Grading          |                 |                   |         |
| Engr. Review     | 250             |                   |         |
| Engr. Inspection | 100             |                   |         |
| Fire Review      | 50-             | Plan Chk. Deposit | 450-    |
| Fire Inspection  | 160-            | Receipt #         | 20620   |
| Landscape Insp.  |                 | Total Amt. Due    | 1080.50 |
| Recording Fee    |                 | Receipt #         | 21261   |

**APPLICATION APPROVAL**  
This application is not a permit until signed by the Building Official or his/her Deputy; and Fees are paid, and receipt is acknowledged in space provided.

**OFFICIALS SIGNATURE** [Signature] **DATE** 11/21/03

**RELEASED BY** [Signature] **DATE** 11/21/03

**CALL FOR INSPECTION**  
(425) 771-0220  
EXT 1333

ORIGINAL - FILE • YELLOW - INSPECTOR  
PINK - OWNER • GOLD - ASSESSOR  
GREEN - ACCOUNTING

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

# ATTENTION

IT IS UNLAWFUL TO USE OR OCCUPY A BUILDING OR STRUCTURE UNTIL A FINAL INSPECTION HAS BEEN MADE AND APPROVAL OR A CERTIFICATE OF OCCUPANCY HAS BEEN GRANTED. UBC SECTION 109

04/02

PRESS HARD - YOU ARE MAKING 5 COPIES



**City of Edmonds**  
**SIDE SEWER PERMIT**

**6" x 18" INTERCEPTOR**  
**3000 GALLONS**  
PERMIT NO: 9671  
PERMIT EXPIRES 2/4/03

Address of Construction: 23025 100th Avenue West LID # \_\_\_\_\_  
Property Tax Account Parcel No. 27033600113700  
Attach copies of all access and utility easements N/A Verified and Approved by \_\_\_\_\_  
Owner and/or Contractor: Bill's Plumbing & Gas  
Contractor License #: BILLSPG010JK Building Permit #: \_\_\_\_\_

- ☐ Single Family  
☐ Multi-Family (No. of Units \_\_\_\_\_)  
☒ Commercial (No. of Units \_\_\_\_\_)  
☐ Public

Invasion into City \*Right-of-Way: ☐ Yes ☒ No  
\*RW Construction Permit # \_\_\_\_\_  
Cross other \*\*Private Property: ☐ Yes ☒ No  
\*\* Attach legal description and copy of recorded easement.

William Gt

Owner/Contractor

11-4-02  
Date

Owner or contractor signature and acknowledgement statement:

By signing for this permit I certify that I have read the City's public handout entitled Side Sewer Specifications, and shall comply with all City requirements outlined therein.

**CALL DIAL-A-DIG (1-800-424-5555) BEFORE ANY EXCAVATION**  
**FOR INSPECTION CALL 425-771-0220 extension 1302**  
**24 HOUR NOTICE REQUIRED FOR ALL INSPECTION REQUESTS**

| FOR OFFICE USE ONLY                                                                                                   |                               |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Permit Fee \$ <u>150</u>                                                                                              | Repair Fee \$ <u>N/A</u>      |
| Trunk Charge \$ <u>N/A</u>                                                                                            | Issued By: <u>OM Harrison</u> |
| Assessment Fee \$ <u>N/A</u>                                                                                          | Date Issued: <u>11/4/02</u>   |
| City Permit Surcharge Fee <u>\$5.00</u>                                                                               | Receipt No: <u>20875</u>      |
|                                                                                                                       | Total Fees Paid \$ <u>155</u> |
| <b>NOTE: IF JOB SITE IS NOT READY FOR INSPECTION WHEN INSPECTOR ARRIVES A \$45 RE-INSPECTION FEE WILL BE CHARGED.</b> |                               |
| Job Site Ready YES _____ NO _____ Date: _____ Initial: _____                                                          |                               |
| Partial Inspection: _____                                                                                             | Date: _____ Initial: _____    |
| Partial Inspection: _____                                                                                             | Date: _____ Initial: _____    |
| FINAL INSPECTION APPROVED: Date: _____ Initial: _____ As-built to Street File: <input type="checkbox"/>               |                               |

**PERMIT MUST BE POSTED ON JOB SITE**

White Copy: File Green Copy: Inspector Buff Copy: Applicant

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



# CITY OF EDMONDS

CF 9671

## Grease Interceptor Sizing Worksheet

Date: 11-02-2002 Business: CHOPSTICKS RESTAURANT  
Side Sewer Permit # - Address: 23025 100th Ave W  
Edmonds, WA

NUMBER OF MEALS SERVED AT PEAK HOUR

A = 123

Calculation: # seats

### WASTE FLOW RATE (ADD ALL THAT APPLY)

- With Dishwashing Machine . . . . . 6 gallon flow
- Without Dishwashing Machine . . . . . 5 gallon flow
- Single Service Kitchen\* . . . . . 2 gallon flow
- Food Waste Disposer . . . . . 1 gallon flow

TOTAL B = 9

### RETENTION TIMES (Choose one)

- Commercial Kitchen Dishwasher . . . . . 2.5 hours
- Single Service Kitchen\* . . . . . 1.5 hours

TOTAL C = 1.5

### STORAGE FACTORS (Choose one)

- Full Service Kitchen 8 hour operation: . . . 1
- Full Service Kitchen 16 hour operation: . . . 2
- Full Service Kitchen 24 hour operation: . . . 3
- Single Service Kitchen\*: . . . . . 1.5

TOTAL D = 1

**\*\*Interceptor Size (liquid capacity)**

A x B x C x D =

2768 1.5  
Checked by JB 3000

\* A single service kitchen refers to a fast food type of restaurant where all plates, cups, knives, forks, and spoons, etc. used for serving and consuming food products are used only one time and then discarded

\*\*Per City Ordinance 3401 the minimum size interceptor is 500 gallons.

A separate Grease Interceptor permit is required, fee \$155.00.

STREET FILE

LATER BUILDING PERMITS INTERCEPTOR 11/02

APPROVED PLAN

3/3

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LLOYD F. QUATIER AND ASSOCIATES  
CONSULTING ENGINEERS

Telephone (206) 683-7790

Date: 11-04-2002

TO: Jeannine L. Graf  
Building Official  
CITY OF EDMONDS  
121 5th Avenue North  
Edmonds, Washington 98020

SUBJECT: H20 Loading for Buried Vaults and Grease Separators.

Dear Building Official:

In reviewing the proposed loading of H30 for the subject application, it appears that H30 is rather severe for the application. Furthermore, H40 (airport runways) and H30 (airport ramps) is reserved for airport construction.

Attached is a reproduction of the State Standard for Highway and Bridge applications.

Please call me if there are any questions.

Respectfully,

*Lloyd F. Quatier*  
Lloyd F. Quatier, PE

H20 Lib or for  
Private Property  
AKL 11/4/02

**APPROVED PLAN**

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AFTER RECORDING RETURN TO:

DEAN P. SHEPHERD, ATTORNEY  
P.O. BOX 416  
EDMONDS, WA 98020-0416

CONFORMED COPY  
200301211474  
01/21/2003 02:47 PM Snohomish  
P.0012 RECORDED County

**RECEIVED**

JAN 23 2003

PERMIT COUNTER

**(LICENSE AGREEMENT)**

Reference numbers of related documents: N/A

**Grantor(s):**

1. ANDERSON, Ronald R.
2. ANDERSON, Lynne M.

**Grantee(s):**

1. WOO'S FAMILY INVESTMENT, L.L.C.

**Legal Description: (A)**

1. PORTION OF NW ¼ OF THE SW ¼ OF THE NW ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 3 EAST, SNOHOMISH CO., WA
2. Additional legal description is on page(s) 2 of document

Assessor's Property Tax Parcel Account Number(s): 270336-001-135-00

**Legal Description: (B)**

1. PORTION OF NW ¼ OF THE SW ¼ OF THE NW ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 3 EAST, SNOHOMISH CO., WA
2. Additional legal description is on page(s) 3 of document

Assessor's Property Tax Parcel Account Number(s): 270336-001-137-00

**Legal Description: (C)**

1. LICENSE AFFECTING THE SOUTH 20 FEET OF THE WEST 40 FEET OF PARCEL A ABOVE
2. Additional legal description is on page(s) 3 of document

Assessor's Property Tax Parcel Account Number(s): 270336-001-135-00

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### LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 10<sup>th</sup> day of ~~December~~ <sup>January</sup>, 2003, by and between RONALD R. ANDERSON and LYNNE M. ANDERSON, husband and wife, Grantors, and WOO'S FAMILY INVESTMENT, L.L.C., Grantee.

### RECITALS

1. GRANTORS RONALD R. ANDERSON and LYNNE M. ANDERSON are the owners of that certain parcel of real property legally described as follows, and hereinafter referred to as PARCEL "A":

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE SUBDIVISION; THENCE SOUTH, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°50'44" EAST, A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°50'44" EAST, A DISTANCE OF 150.71 FEET, TO THE EAST LINE OF THE ABOVE SAID SUBDIVISION; THENCE SOUTH 0°30'24" EAST, ALONG SAID EAST LINE, A DISTANCE OF 170.00 FEET; THENCE NORTH 89°50'44" WEST, A DISTANCE OF 151.24 FEET; THENCE NORTH 0°19'44" WEST, A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY (SR104-EDMONDS WAY) BY DEED RECORDED UNDER RECORDING NO. 2267197. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

2. GRANTEE WOO'S FAMILY INVESTMENT, L.L.C. is the owner of that certain parcel of real property legally described as follows, and hereinafter referred to as PARCEL "B":

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THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 30 FEET TO THE EAST LINE OF 100TH AVENUE WEST; THENCE SOUTH ALONG THE EAST LINE OF 100TH AVENUE WEST 180 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO. 1-W (EDMONDS WAY) 150 FEET; THENCE SOUTH  $0^{\circ}19'44''$  EAST 100.00 FEET TO A POINT 49.86 FEET FROM THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID HIGHWAY 150 FEET TO THE EAST LINE OF 100TH AVENUE WEST; THENCE NORTH ALONG THE EAST LINE OF 100TH AVENUE WEST TO THE TRUE POINT OF BEGINNING; EXCEPT THE WEST 10 FEET OF SAID PROPERTY CONVEYED TO THE CITY OF EDMONDS FOR PUBLIC ROAD BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 1880714. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

3. GRANTORS desire to grant a non-exclusive License for ingress and egress over a portion of PARCEL "A" in favor and for the benefit of the owners of PARCEL "B", d/b/a CHOPSTICKS RESTAURANT, its business customers, agents and employees on all of the terms, covenants, conditions and restrictions hereinafter set forth. The legal description of the area which is the subject of this License is as follows (hereinafter referred to as the "LICENSE PARCEL"):

THE SOUTH 20 FEET OF THE WEST 40 FEET OF THE DESCRIBED PARCEL "A".

NOW, THEREFORE, in consideration of all of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. GRANT OF LICENSE. GRANTORS do hereby grant to GRANTEE, d/b/a

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CHOPSTICKS RESTAURANT, owners of PARCEL "B", its business customers, employees and agents, a non-exclusive License to pass over and across that portion of PARCEL "A" lying within the LICENSE PARCEL, for ingress and egress.

2. RENT. Rent for this License shall be payable from GRANTEE to GRANTORS in the sum of One Hundred Twenty-Five (\$125.00) Dollars per month payable on the first (1st) day of each month during the term of this License commencing January 1, 2003.

3. NO INTERFERENCE. Neither GRANTORS nor GRANTEE shall construct or erect any obstruction, whether temporary or permanent in nature, which limits the free and unimpeded use of the LICENSE PARCEL, nor shall GRANTORS or GRANTEE or its customers in any manner block, obstruct or interfere with the other's use of the LICENSE PARCEL described above during the term of this License.

4. DURATION. The term of this License Agreement shall be one (1) year commencing January 1, 2003 and ending December 31, 2003, inclusive, subject to being extended for five (5) additional one (1) year terms on the same terms and conditions at the option of the GRANTEE for the consideration as agreed between the parties in writing. GRANTEE shall exercise these options in writing prior to sixty (60) days before the end of each successive one year term. Failure to exercise this option to renew shall terminate this License at the end of the term. It is agreed that in the event GRANTEE's Parking Lot Lease with Jerry Eilert (J.E. Sign Design) is terminated this License Agreement shall terminate concurrently.

5. PARKING CONFLICTS. In order to avoid the parking of vehicles by

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customers of GRANTEE on the property of GRANTORS, GRANTEE shall post a warning sign, at a location to be mutually agreed between the parties, warning GRANTEE's customers they are not authorized to park in GRANTORS' (Ivar's) parking lot. GRANTORS or representatives of Ivar's may give such customers a written warning, and upon a second violation a fine of Twenty-Five (\$25.00) Dollars per violation. In the event more than five (5) such parking violations occur in any calendar year during the term of this License Agreement, this Agreement shall be subject to termination by GRANTORS by written notice to GRANTEE.

6. PRIOR ENCUMBRANCES. The License granted hereby and the rights of the parties hereto shall be subject to all encumbrances and other matters of record including, without limitation, conditions, easements, covenants and restrictions of record.

7. NOT A PUBLIC DEDICATION. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the LICENSE PARCEL granted hereunder for or to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed herein.

8. MODIFICATION. This Agreement may be terminated, extended, modified or amended with the consent of GRANTORS and GRANTEE, and any such termination, extensions, modification or amendment shall be effective only upon the execution by both parties or their successors or assigns in writing.

9. MISCELLANEOUS. This Agreement shall be governed by and interpreted under the laws of the State of Washington. Titles and headings of paragraphs contained herein are for reference purposes only and shall not affect the construction

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or Interpretation of any provision of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner so as to be valid under applicable law, but if any shall be ineffective to the extent of such invalidity without affecting the validity or enforceability of the remainder of this Agreement.

**GRANTORS**

Ronald R. Anderson  
RONALD R. ANDERSON

Date: 01/10/03

Lynne M. Anderson  
LYNNE M. ANDERSON

Date: 01/10/03

**GRANTEE**

WOO'S FAMILY INVESTMENT, L.L.C.

By: Chick H. Woo  
CHICK HONG WOO, Member

Date: 01-16-03

By: Si Xiang Yaun  
SI XIANG YAUN, Member

Date: 1-16-2003

By: Boyd Ling Woo  
BOYD LING WOO, Member

Date: 1-16-03

By: Pui Ping Wo  
PUI PING WO, Member

Date: 1-16-2003

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By: Zhuo Hong Hu  
ZHUO HONG HU, Member

Date: 1/16/2003

By: Bao Lan Hu  
BAO LAN HU, Member

Date: 1/16/2003

STATE OF WASHINGTON)

County of Snohomish ss.

On this day personally appeared before me RONALD R. ANDERSON and LYNNE M. ANDERSON, to me known to be the individuals described in and who executed the within and foregoing 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.

GIVEN under my hand and official seal this 16th day of January, 2003.

[Signature]  
MARK DEMORAY  
(Print Name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 2007

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STATE OF WASHINGTON)

)ss.

County of Snohomish )

On this day personally appeared before me CHUCK HONG WOO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 16<sup>th</sup> day of January, 2002.



Dean P. Shepherd

DEAN P. SHEPHERD

(Print Name)

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

My appointment expires: 09/09/06

STATE OF WASHINGTON)

)ss.

County of King )

On this day personally appeared before me SI XIANG YAUN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 16<sup>th</sup> day of January, 2002.



Diana Chan Long

DIANA CHAN LONG

(Print Name)

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

My appointment expires: 4-29-06

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STATE OF WASHINGTON)

County of King ) ss.

On this day personally appeared before me BOYD LING WOO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 16<sup>TH</sup> day of January, 2008.  
3



DIANA CHAN LONG

(Print Name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 4-29-06

STATE OF WASHINGTON)

County of King ) ss.

On this day personally appeared before me PUI PING WO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 16<sup>TH</sup> day of January, 2008.  
3



Diana Chan Long

(Print Name)

NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 4-29-06

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STATE OF WASHINGTON)

County of King )ss.

On this day personally appeared before me ZHUO HONG HU, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 16<sup>TH</sup> day of January, 2002.



DIANA CHAN LONG  
(Print Name)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 04-29-06

STATE OF WASHINGTON)

County of King )ss.

On this day personally appeared before me BAO LAN HU, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 16<sup>TH</sup> day of January, 2002.



DIANA CHAN LONG  
(Print Name)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 04-29-06

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CONSENT

IVAR'S, INC., Lessee of the above referenced PARCEL "A" under that certain Lease dated the 5<sup>th</sup> day of October, 2001 by and between RONALD R. ANDERSON and LYNNE M. ANDERSON, as Lessors and IVAR'S, INC., as Lessee, hereby consents to the terms and conditions of the within License Agreement and agrees that during the term of its Lease, it shall be subject to said Agreement.

IVAR'S INC.

By: Br C Dwy  
Pres.  
Corporate Officer

Dated:

11/15/03

STATE OF WASHINGTON)

) ss.

County of \_\_\_\_\_ )

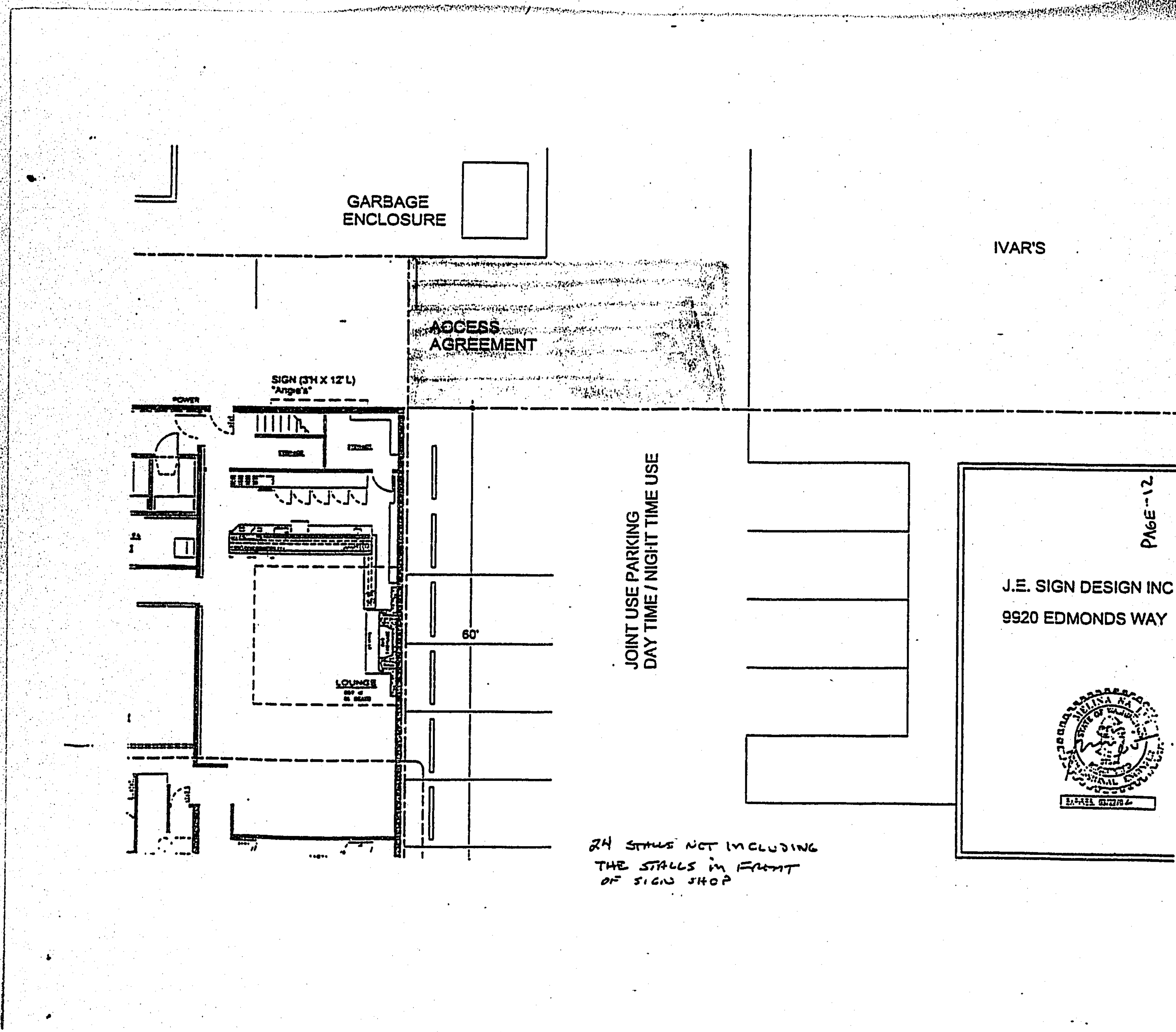
On this day personally appeared before me Bob  
Doregan  
President of IVAR'S, INC., the corporation that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 15 day of December,  
2003

MARC DEMARCO  
(Print Name)

NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My appointment expires: July

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AFTER RECORDING RETURN TO:

DEAN P. SHEPHERD, ATTORNEY  
P.O. BOX 416  
EDMONDS, WA 98020-0416

CONFORMED COPY  
200301211475  
01/21/2003 02:47 PM Snohomish  
P.0018 RECORDED County

**RECEIVED**

JAN 23 2003

PERMIT COUNTER

(LEASE)

Reference numbers of related documents: N/A

Grantor(s):

1. EILERT, Jerri, a single woman

Grantee(s):

1. WOO'S FAMILY INVESTMENT, L.L.C., a Washington Limited Liability Company

Legal Description:

1. A PORTION OF NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 3 EAST, SNOHOMISH CO., WA
2. Additional legal description is on page(s) 16 of document

Assessor's Property Tax Parcel Account Number(s): 27033600113900

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### PARKING LOT LEASE

THIS LEASE is made in duplicate effective the 6 day of January 2003, between JERRI EILERT, a single woman, hereinafter referred to as "Lessor" and WOO'S FAMILY INVESTMENT, LLC, a Washington limited liability corporation, doing business as "Chopsticks Restaurant" hereinafter referred to as "Lessee."

#### RECITALS

1. **Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those certain premises (a portion of the parking lot) situated in the City of Edmonds, Snohomish County, Washington, legally described as follows: See attached Exhibit "A", incorporated herein by this reference and made a part hereof hereinafter called the "premises", upon the terms and conditions herein set forth, and as shown in that attached Exhibit "A-1" (map of parking area); Subject to,

(a) **Reduction in Size of Premises.** If the Lessor or its tenant, (whomever that may be, (currently Lessor's tenant is, J.E. Sign Design, Inc.), should enlarge the building now occupied by Lessor's tenant, then the premises and affected parking stalls shall be reduced accordingly, i.e., by the area covered by an enlargement of the building. The Lessor shall make every reasonable effort to relocate any displaced parking stalls within the boundaries of the Lessor's land.

2. **Business Purpose.** The premises are to be used for the purpose of providing parking for patrons of the restaurant owned and operated by the Lessee, i.e., "Chopstick's Restaurant" " and all activities related thereto.

3. **Term and Extensions.** The term of this lease shall be one (1) year, commencing on or about the 1st day of January, 2003, and ending on the 31th day of December, 2003, inclusive,

subject to being extended for five (5) additional one (1) year terms on the same terms and conditions at the option of the Lessee for monthly rental payments at the amount as agreed between the parties, in writing. Lessee shall exercise these options in writing prior to sixty (60) days before the end of each successive lease term. Failure to exercise this option to renew shall terminate the lease at the end of the term.

(a) **Early Termination upon Sale of Land.** If the Lessor completes a sale of Lessor's land to a bona fide purchaser for value, the purchaser may for a period of one (1) year after the closing of such sale terminate this lease. To so terminate, the purchaser must, any time within said one (1) year period, give ninety (90) days' notice to Lessee. For clarification purposes, the earliest that purchaser could terminate this lease would be ninety-one (91) days after the closing of the purchase. If said purchaser fails to give such notice within one (1) year from this date, then said purchaser is bound by the continuing terms of this lease.

4. **Rent.** Lessee covenants and agrees to pay the Lessor as rental for said premises a monthly rental of \$600/mo payable on the 1<sup>st</sup> day of each calendar month for the first three (3) months of the lease term, then \$900/mo payable on the 1<sup>st</sup> day of each calendar month for the next three (3) months of the lease term, then \$1200.00/mo. during the balance of the initial lease term (which is 6 months) commencing on or about the 1st day of July 2003, to the end of the lease term. Said amounts to be payable to Lessor at 9920 Edmonds Way, Edmonds, WA 98020. Rent shall be payable monthly by the lease which is due no later than the 1st day of each month. Rent shall be paid at the address indicated below for giving notices to the Lessor. Rent shall be delinquent if not received by the 3rd day of each month and, after that time, shall automatically bear interest at a rate of twelve percent (12%) per annum, compounded monthly. A late charge of \$50.00 will automatically be due for each month that a payment is not received by the 3rd day on

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the month. Unpaid late charges shall also automatically bear interest at a rate of twelve (12%) per annum compounded monthly.

**Rental Summary & Increases for Renewal Periods.** The rent shall increase by 5% for each year during any renewal periods as follows:

|                                 |                                |
|---------------------------------|--------------------------------|
| January 2003 thru March 2003    | \$600 for first 3 months       |
| April 2003 thru June 2003       | \$900 for 3 months             |
| July 2003 thru December 2003    | \$1,200 for the next 6 months. |
| January 2004 thru December 2004 | \$1260.00 per month.           |
| January 2005 thru December 2005 | \$1323.00 per month.           |
| January 2006 thru December 2006 | \$1389.15 per month.           |
| January 2007 thru December 2007 | \$1458.60 per month.           |
| January 2008 thru December 2008 | \$1531.53 per month            |

**Early Occupancy in December of 2002.** In the event that Lessee opens its restaurant (and therefore uses the parking stalls) prior to January 1, 2002 (i.e. in December of 2002) then the rent shall be pro-rated based on a \$900 per month base rent (\$29.03 per day).

**5. Exclusive Use, Hours of Use.**

(a) **General Rules.** The parties recognize that Lessor's tenant, currently, J.E. Sign Design, Inc. occupies adjacent land and also leases the premises for parking of vehicles of its employees and customers during certain daytime hours. Lessor's tenant, or its assignee, or Lessor, shall have the exclusive right to use the premises at all times that Lessee does not have the exclusive right to use the premises, all in accordance with and subject to the schedule and exceptions outlined below.

(b) **Schedule of Exclusive Hours.**

11:00 a.m. on Mondays to 8:00 a.m. Tuesday.

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the parking lot free from unauthorized use, and not by way of limitation of that duty, Lessee agrees further as follows:

(1) **Notice, Warning and No Parking, and Towing Signs.** To discourage unauthorized use, Lessee shall, at a minimum, place warning and towing signs at the locations as indicated on the attached diagram, which are marked with the letter "S" stating parking shall be only for customers of J.E. Sign Design and Chopsticks Restaurant. The signs shall be of appropriate size and shall contain the basic information as indicated, herein. Such signs must be approved by Lessor (which shall not be unreasonably withheld), and paid for by Lessee. Lessee shall also be responsible for maintaining these signs, and other signs already on the premises, at Lessee's cost, which shall mean, but not be limited to, replacing vandalized signs, repainting signs, replacing stolen signs and the like.

6. The Lessee's exclusive weekday use of these spaces (marked with "J") shall commence at the end of Lessor's tenant's business hours, as stated above (subject to change by Lessor with reasonable advance notice given to Lessee).

7. Lessor and its tenant, the tenant's employees and the tenant's customers are allowed the joint use of these and/or any four (4) spaces on a "first come, first served" basis, with Lessee and its customers at any time Lessor and its tenant, the tenant's customers and the tenant's employees have a legitimate business need.

8. **Delivery Trucks.** Lessee shall keep its delivery trucks from parking in the subject area during unauthorized times. This also pertains to any other businesses trying to park in the area. The area in front of J.E. Sign Design, Inc. needs to be kept clear for access at all times during business hours, prior to the authorized times for use. Lessee shall see to it that its vendors who

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deliver by truck are aware of where to legally park during unauthorized hours. A designated person(s) for Lessee shall be in charge of informing such truck drivers and deliverymen, and policing for the same, as indicated below. All delivery companies of Lessee must be notified of this Lease and of these provisions.

9. **Policing Parking Lot and Designation of Person(s).** Lessee must designate a person(s) and/or employees(s) whose job is to police the parking lot for violations on a regular daily basis during the unauthorized times, especially within the last hour before authorized times commence, and in the morning of the next day before unauthorized times begin. Such designated person shall remove all vehicles in violation, i.e., call for a truck to tow away the violator at violator's cost. Lessee shall keep Lessor informed as to whom has been so designated. Though Lessor has no duty to do so, Lessor may, at its option, call the authorized tow truck company, and does not need to give notice to Lessee prior to calling for the tow.

10. **Lessor's Use of Parking Lot.** From time to time, Lessor or its tenant, needs to park its customer vehicles in the parking lot for tenant's company business, and this is permitted under this Parking Lot Lease.

11. **Default.** Regular and continued unauthorized use constituting violations of this lease, shall be grounds for Lessor to declare this lease to be in default and Lessor may elect, at its option, to terminate this lease in its entirety.

12. **Maintenance of Premises:** Lessee shall generally maintain in good repair, at its exclusive expense, the parking lot and all associated components, including but not limited to, asphalt surfacing, drainage, lighting, signs, striping, curbing, front end tire stops, speed bumps and all adjacent landscaping and gardens. With respect to keeping these items in good repair, or after being repaired or improved, Lessee, without limiting the other duties, agrees to do the following:

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- (a) **Lighting.** With respect to the lights that exist for the parking lot now (currently, the lights are located on the attached diagram marked "L") some of which are on the Lessee's property, and/or that are added, Lessee agrees to regularly inspect the lights and to replace bulbs immediately to keep the parking lot safe and well lit at night, and, if necessary, repair and/or replace light fixtures. This maintenance shall be done within a reasonable time, which shall be deemed to be three (3) days after a maintenance problem with the lights arises.
- (b) **Planter Area and Hillside Landscaping.** The planter areas and shrubs and plants need to be regularly maintained and watered throughout the year, including but not limited to, replacing shrubs that die or are vandalized. This includes, but is not limited to, using beauty bark at least once per year. Weeds and blackberry bushes should be sprayed no less than at least once per year. The hillsides need to be maintained, i.e., weeded and growth cut back. The shrubs need to be regularly maintained.
- (c) **Drain Basin.** Lessee agrees to maintain the drain basin as needed for repairs and/or replacement.
- (d) **Fence.** Lessee shall maintain and repair all damaged areas and posts of chainlink and wood fences surrounding Lessor's property, i.e., paint, repair, etc. Lessor shall have inspections, and the maintenance and repairs shall be to his personal satisfaction, which will not be unreasonably withheld.
- (e) **Lot Clean-up.** Lessee agrees to keep parking areas, including, but not limited to, all planter areas, hillsides area, and around dumpsters, clean from debris, including but not limited to, litter cans, cigarette butts, bottles and other trash. Lessee shall designate a qualified person to perform this task. Lessor shall be kept reasonably informed as to whom has been so designated. This area must

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be inspected and cleaned as indicated, prior to 8:00 a.m. each day, to the Lessor's personal satisfaction, which shall not be unreasonably withheld. If this work is not completed then Lessor will hire a third party to perform the work and will advance the costs and then add such amounts to Lessee's rental amount. Any bill so incurred and submitted shall be paid by Lessee with 30 days of such submittal.

(f) **Parking Area Maintenance.** Lessee shall maintain the asphalt parking surface in a reasonable fashion at his cost, which shall mean, at a minimum, and not be of limitation, that the surface shall be kept clean and free of cracks, oil and other material. All parking stall stripes shall be regularly inspected and repainted when reasonably necessary and to Lessor's personal satisfaction, which shall not be unreasonably withheld. Speed bumps shall be maintained and repaired when necessary. Lessee shall hire qualified professionals, where needed, to perform maintenance functions to do so.

(g) **Curbing and Tire Stops.** Lessee shall maintain, at its cost, the concrete curbing and tire stops on the premises, which will mean hiring professionals to do so if necessary.

(h) **Lessee's Building.** Lessee shall keep the east side of the Lessee's building clean, painted and maintained to the personal satisfaction of Lessor, which shall not be unreasonably withheld.

(i) **Time Frame for Repairs.** Except as otherwise provided herein or otherwise agreed to between parties, once lessee has knowledge of something in need of repairs as described herein, then Lessee shall have three (3) days to repair the same.

(j) **Disputes Regarding Maintenance and Repairs.** Any disputes regarding the repairs or maintenance as provided in this Lease shall be resolved

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by AAA Arbitration, pursuant to its Commercial Rules, or other mutually agreeable arbitration procedures, but in no event shall there be more than one arbitrator.

13. **Utility Costs.** Lessor shall pay all sewer and water charges which constitutes liens against real estate of which the premises are a part. Lessee shall pay all garbage, lighting and maintenance charges associated with the premises.

14. **Dumpster.** As additional compensation for this Lease, the Lessee agrees to allow the Lessor and its tenant, J.E. Sign Design, Inc., reasonable use of any dumpster that is either owned or rented by the Lessee, without cost to Lessor or Lessor's tenant.

15. **Assignment and Sub-Letting.** Lessee shall not assign, mortgage or pledge this Lease or any interest therein, and shall not sublet the premises or any right or privilege appurtenant thereto without the written consent of the Lessor first being obtained, which consent the Lessor agrees not to unreasonably withhold. Requests for assignment, subletting, or any type of transfer of an interest in the Parking Lot Lease while Lessee is not in complete compliance with the terms of the Lease will be deemed to be unreasonable, at the option of the Lessor, and consent need not be given.

16. **Liability Insurance.** Lessee shall procure and maintain at its expense, during the term of this Lease and any extension thereof, public liability insurance with insurers approved by Lessor in the minimum amount of \$1,000,000 for bodily injury and death, and \$25,000 for property damage. Such policies shall name the Lessor, Lessor's tenant, J.E. Sign Design, Inc. as additional insureds. If such insurance is not kept in force during the terms of this Lease and any extension thereof, the Lessor may, but is not obligated to, procure the necessary insurance and the premium or other cost of such insurance shall repaid by the Lessee as additional rent due in full the month following the month in which the Lessor pays for such insurance. Lessor may terminate this lease for lapse of insurance coverage upon giving the Lessee thirty (30) days notice of default and

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intent to terminate for this reason. Lessee shall then have thirty (30) days to reinstate required insurance coverages and avoid termination of this Lease. Lessee shall provide a current copy of the insurance binder and/or declarations page to Lessor for review at lease once every six (6) months. A binder for such insurance shall also be provided.

17. **Hold Harmless and Non-Liability of Lessor.** Lessor shall not be liable to Lessee or others for any damage, loss or injury to the premises being out of repair or due to any defects in the premises or to any other cause which the Lessor is not responsible for under this lease. However, the Lessor shall remain liable for affirmative negligent acts on its part or of any of its agents or employees. Lessee agrees to indemnify and hold harmless Lessor from any and all loss, liability, claims, demands and actions of any kind arising from the failure of the Lessee to keep the premises in good condition and repair resulting from a breach or the non-performances of any covenant of this Lease by the Lessee.

18. **Lessee's Right to Make changes in the Premises.** The Lessee shall have the right to make changes, alterations or improvements to the premises, at its expense, subject to the following conditions:

- (a) **No Harmful Changes.** Nothing shall be done which will weaken or impair the structural soundness of any improvement on the premises, nor which will materially diminish or harm its value.
- (b) **Consent of Lessor.** No such changes, or alterations, can be made without the Lessor's approval in writing.
- (c) **Title to Improvements.** Any additions or improvements to the premises made by the Lessee shall become the property of the Lessor.
- (d) **Quality of the Improvements.** All construction shall be of good quality and workmanship of the first class.

19. **Notices.** All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United State Mail, postage prepaid, by either registered mail or by regular mail with certificate of mailing obtained; and it to be given to Lessor, to be addressed to the Lessor, or Lessor's agent, or, if to be given to Lessee, may be addressed to Lessee at the leased premises, as follow:

- (a) **To Lessor:** Jerri Eilert  
9920 Edmonds Way  
Edmonds, WA 98020
- (b) **To Lessee:** Terry Woo, Managing Member  
Woo's Family Investment LLC  
23025 - 100<sup>th</sup> Ave. W.  
Edmonds, WA 98020

20. **Default and Re-Entry.** If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry but the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor.

21. **Costs and Attorneys Fees.** If by reason of any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney, or in case Lessor shall being suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, the prevailing party shall have and recover against the other party, in addition to the cost allowed by law such sum as the court may adjudge

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to be a reasonable attorney's fee. In the event the Lessee defaults in the payment of the rental amounts stated herein, the Lessee agrees to pay for the cost of any collection agency or attorney employed by Lessor.

22. **Non-Waiver of Breach.** The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

23. **Damage to Lessor's Vehicles or its Customer's Vehicles.** Lessee agrees to notify its insurance carrier immediately, should it appear that any of Lessor's vehicles or Lessor's customers' vehicles have been damaged by Lessee or its customers.

24. **Heirs and Successors.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

25. **Holdover.** If the Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

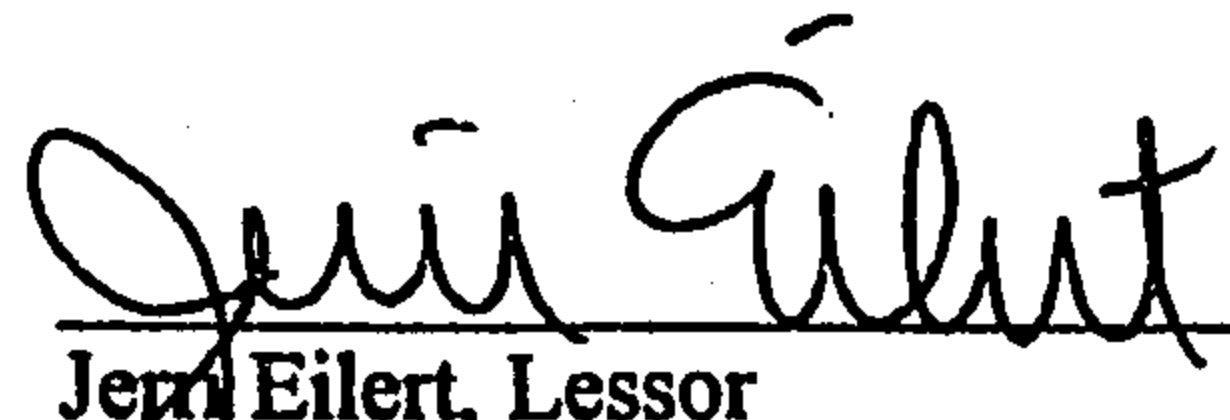
26. **Subordinate.** This lease is subject to and is hereby subordinated to all present and future mortgages, deeds and trusts and other encumbrances affecting the demised premises or the property of which said premises are a part. The Lessee agrees to execute, at no expense to the Lessor, any instrument which may be deemed necessary or desirable by the Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrances.

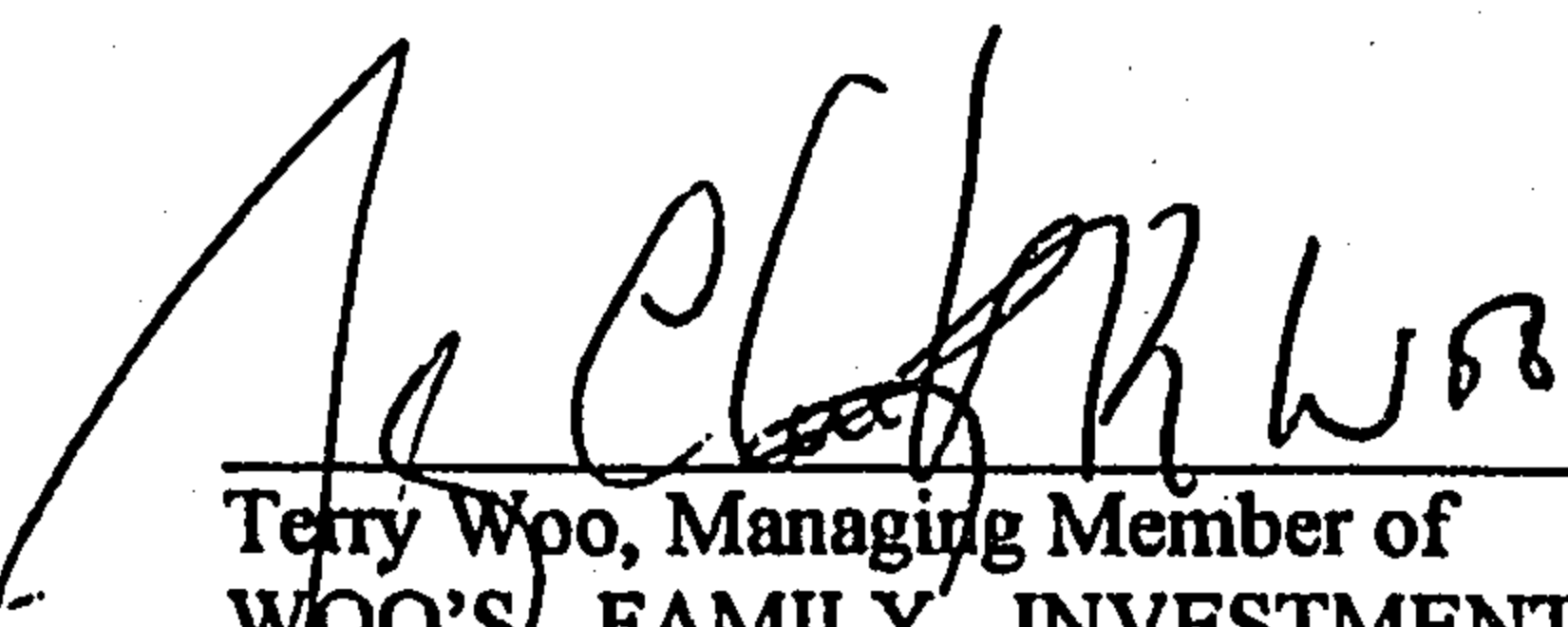
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27. **Mutual Release and Waiver.** Lessor and Lessee do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and perils included in the extended coverage endorsement, in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise.

28. **Lessor's Warranty of Leasehold Interest.** Lessor, in addition to any warranties implied by law, expressly warrants to Lessee that the leasehold interest being granted Lessee hereunder is free and clear of any claims by any prior lessee of the premises or of any prior or higher interests in the premises than that granted Lessee hereunder.

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

  
Jerri Eilert, Lessor  
Date: 1/6/03

  
Terry Wpo, Managing Member of  
WOO'S FAMILY INVESTMENT, LLC, a  
Washington limited liability corporation, Lessee,  
and INDIVIDUALLY as GUARANTOR of this  
lease.

Date: 01-07-03.

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that JERRI L. EILERT signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6 day of January, 2003.

PETER W. BENNETT  
STATE OF WASHINGTON  
NOTARY---- PUBLIC  
MY COMMISSION EXPIRES 2-05-06

Peter W. Bennett  
Notary Public in and for the State of Washington  
Residing at Edmonds  
My commission expires: 2-5-06

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that TERRY WOO is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member or other authorized agent of WOO'S FAMILY INVESTMENT, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7<sup>th</sup> day of January, 2003.



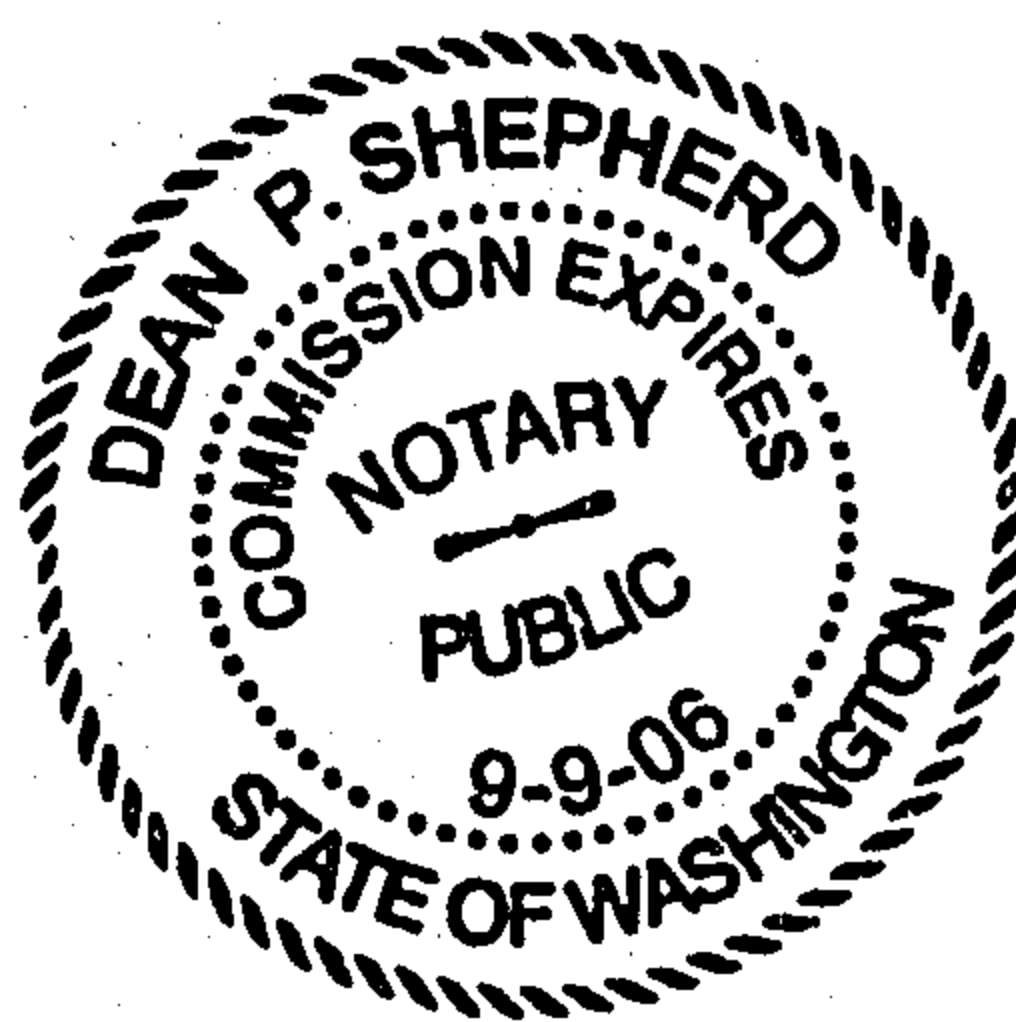
Dean P. Shepherd  
Notary Public in and for the State of Washington  
Residing at Edmonds  
My commission expires: 09/09/06

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that TERRY WOO, individually,  
signed this instrument and acknowledged it to be his free and voluntary act for the uses and  
purposes mentioned in the instrument.

DATED this 7<sup>th</sup> day of JANUARY, 2003.



Dean P. Shepherd  
Notary Public in and for the State of Washington  
Residing at Edmonds  
My commission expires: 09/09/06

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Exhibit A  
Parking Lot Lease  
Premises

The premises described under this lease is consists of the parking stalls and related parking areas commonly known at 9920 Edmonds Way, Edmonds, WA 98020, and legally described as follows:

A Portion of (parking stalls only, and roadway access...)

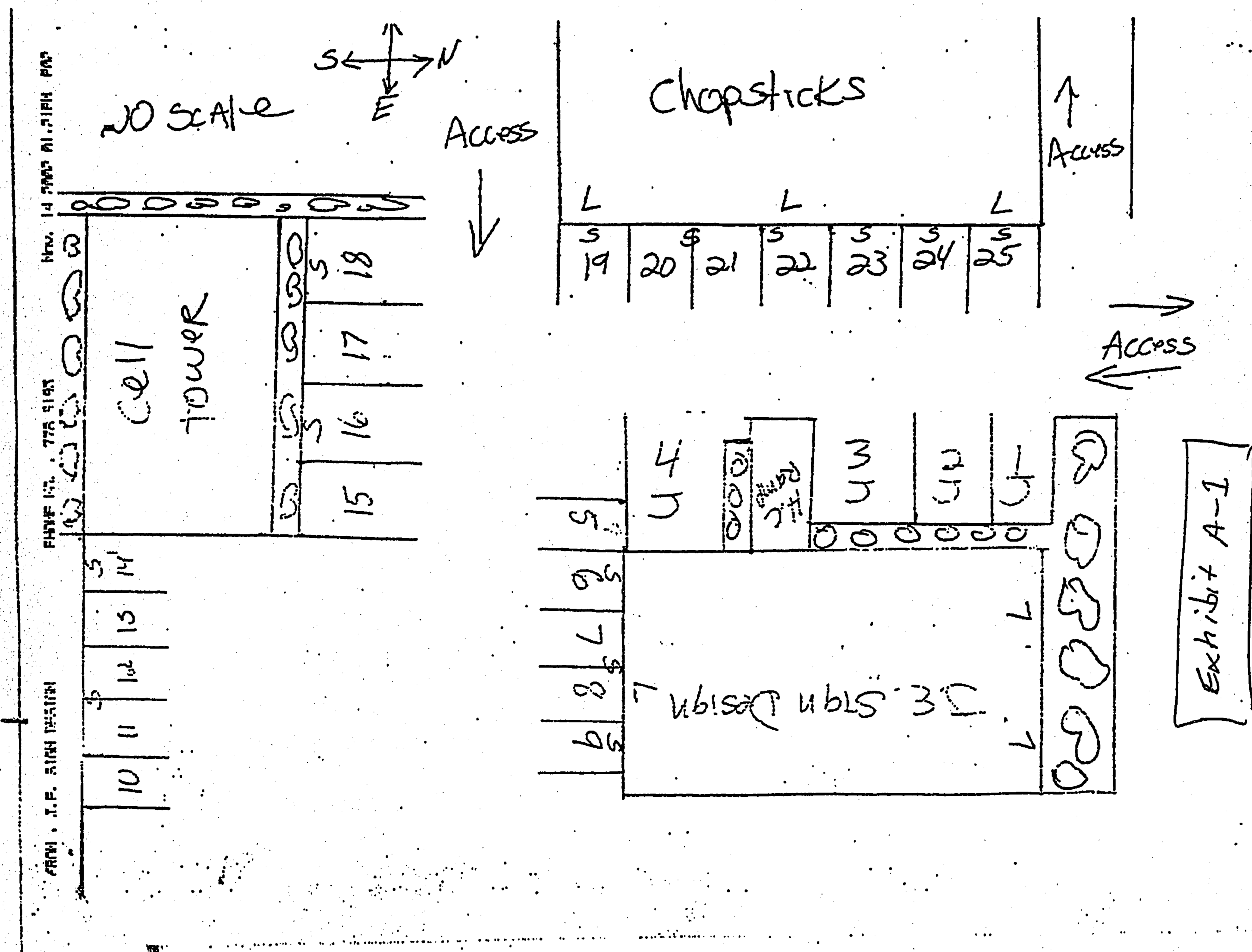
The NW quarter of the SW quarter of the NW quarter of the NE quarter of Section 36, Township 27 North, Range 3 East W.M., Except the West 180.0' and except that portion described as follows: commencing at the Northwest corner of the above said subdivision: thence South, a distance of 30.0'; thence South 89°50'44" East, a distance of 180.0' to the true point of beginning of the tract of land herein described; thence continuing south 89°50'44" East, a distance of 150.71' to the East line of the above said subdivision; thence South 0°30'24" East, along said East line, a distance of 170.0' thence North 89°50'44" West, a distance 151.24'; thence North 0°19'44" West, a distance 170.0' to the true point of beginning.

TOGETHER with an easement for egress and ingress and utilities over, under and across the East 20.0' of the West 40.0' that portion of the Northwest quarter of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 36, described as commencing at the Northwest corner of the above said subdivision; thence South, a distance of 30.0'; thence South 89°50'44" East, a distance of 180.0' to the true point of beginning of the tract of land herein described; thence continuing South 89°50'44" East, a distance of 150.71' to the East line of the above said subdivision; thence South 0°30'24" East, along said East line, a distance of 170.0' thence North 89°50'44" West, a distance of 151.24'; thence North 0°19'44" West, a distance of 170.0' to the true point of beginning.

Situate in the County of Snohomish, State of Washington.

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*Exhibit A*



**FINAL PROJECT APPROVAL FORM**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

MEMO TO: PERMIT COORDINATOR, BUILDING DIVISION

FROM: \_\_\_\_\_ FIRE DEPARTMENT DATE \_\_\_\_\_

PLEASE SIGN

D. GILBERT

PLEASE SIGN

ENGINEERING DIVISION DATE 3/7/03

PLEASE SIGN

PLANNING DIVISION DATE \_\_\_\_\_

PROJECT Chopstix

SITE ADDRESS 23025 100th Ave. W.

PERMIT # 2003-0040 ADB# \_\_\_\_\_ DATE INSPECTED 3/7/03

DESCRIPTION OF WORK TO BE INSPECTED FINAL

A field inspection was conducted to determine final compliance with approved plans. Final approval denotes that there are no objections from the above signed Department to the release of **PERFORMANCE BONDS** and the granting of :



**GRANT FINAL PROJECT APPROVAL**

\*\*\*\*\*  
GRANT PROJECT APPROVAL WITH CONDITIONS NOTED  
☐ Copy of **CONDITIONS** given to owner/contractor by inspector

1.

FAILED FINAL INSPECTION - OUTSTANDING ISSUES  
☐ Copy of **CORRECTION NOTICE** given to owner/contractor by inspector

1.

2.

3.

RE-INSPECTED OUTSTANDING ISSUES - GRANT FINAL PROJECT APPROVAL  
Date \_\_\_\_\_ Sign \_\_\_\_\_

ocaprvt.doc.l:temp:bldg:forms10/01

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**FINAL PROJECT APPROVAL FORM**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

MEMO TO: PERMIT COORDINATOR, BUILDING DIVISION

FROM: \_\_\_\_\_

PLEASE SIGN

FIRE DEPARTMENT DATE 8-19-03

ENGINEERING DIVISION DATE \_\_\_\_\_

PLEASE SIGN

PLANNING DIVISION DATE \_\_\_\_\_

PLEASE SIGN

PROJECT CHOPS TILES

SITE ADDRESS 23025 100<sup>th</sup> AVE W

PERMIT # 2003-0040 ADB# \_\_\_\_\_ DATE INSPECTED 3-10-03

DESCRIPTION OF WORK TO BE INSPECTED T/E

A field inspection was conducted to determine final compliance with approved plans. Final approval denotes that there are no objections from the above signed Department to the release of **PERFORMANCE BONDS** and the granting of:

X **GRANT FINAL PROJECT APPROVAL**

\*\*\*\*\*

GRANT PROJECT APPROVAL WITH CONDITIONS NOTED

☐ Copy of **CONDITIONS** given to owner/contractor by inspector

1.

FAILED FINAL INSPECTION - OUTSTANDING ISSUES

☐ Copy of **CORRECTION NOTICE** given to owner/contractor by inspector

1.

2.

3.

RE-INSPECTED OUTSTANDING ISSUES - GRANT FINAL PROJECT APPROVAL

Date \_\_\_\_\_

Sign \_\_\_\_\_

ocaprvt.doc\temp:bldg:forms10/01

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

# City of Edmonds

DEPARTMENT OF BUILDINGS

## Certificate of Occupancy

PER UNIFORM BUILDING CODE SECTION 109

At: 23025 100<sup>th</sup> Avenue W, Edmonds, WA 98020 Building Permit #: #2003-0040

|                                                               |                              |                         |
|---------------------------------------------------------------|------------------------------|-------------------------|
| Occupancy established by this certificate:<br><br><u>A3/B</u> | Dwelling Units: <u>*N/A*</u> | No. Stories: <u>Two</u> |
|                                                               | Type Construction: <u>VN</u> | Basement: <u>N/A</u>    |

Maximum Occupant Load \*\*138\*\* (Per U.B.C. 1002)  
*Room capacity signs, when required, must remain posted at all times.*

Owner of Building: Woo's Family Investment LLC Address: 23025 100<sup>th</sup> Avenue W, Edmonds, WA 98020  
THE Chopsticks Restaurant HAS BEEN INSPECTED AND APPROVED AS COMPLYING WITH THE REQUIREMENTS OF THE 1997  
Edition of the UNIFORM BUILDING CODE AS ADOPTED BY THE CITY FOR THE GROUP AND DIVISION OF OCCUPANCY AND THE USE FOR  
WHICH THE PROPOSED OCCUPANCY IS CLASSIFIED.

Issued this 20<sup>th</sup> day of March, 2003

CHIEF BUILDING OFFICIAL

BY: 

This certificate shall be posted in a conspicuous public area and shall not be removed, mutilated or obscured and shall be maintained in legible condition at all times. Any change of occupancy or use requires a building permit and a new Certificate of Occupancy issued by the City of Edmonds Building Official.

# RECORD OF INSPECTIONS

|                          | INSPECTOR | DATE APPROVED |
|--------------------------|-----------|---------------|
| SETBACKS .....           |           |               |
| FOUNDATION:              |           |               |
| Footing .....            |           |               |
| Wall .....               |           |               |
| Pier/Porch .....         |           |               |
| Retaining Wall .....     |           |               |
| Slab Insulation .....    |           |               |
| PLUMBING:                |           |               |
| Underground .....        |           |               |
| Rough-In .....           | MS        | 2-18-03       |
| Commercial Final .....   |           |               |
| HEATING:                 |           |               |
| Gas Test .....           |           |               |
| Gas Piping .....         |           |               |
| Equipment .....          |           |               |
| Commercial Final .....   |           |               |
| EXTERIOR SHEATHING       |           |               |
| NAILING .....            |           |               |
| FRAMING .....            | MS        | 2-18-03       |
| FIRST FLOOR FRAMING...   |           |               |
| INSULATION .....         |           |               |
| Floor Insulation .....   |           |               |
| Wall Insulation .....    |           |               |
| Ceiling Insulation ..... |           |               |
| SHEETROCK NAILING ...    | MS        | 2-18-03       |
| SPECIAL INSPECTION ...   |           |               |
| MISCELLANEOUS .....      |           |               |
| FINAL APPROVAL FOR       |           |               |
| OCCUPANCY .....          | MS        | 3-10-03       |

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2003-0040✓

**CITY OF EDMONDS**  
**CONSTRUCTION PERMIT APPLICATION**

**OWNER NAME/NAME OF BUSINESS**  
Woods Family Investment LLC

**MAILING ADDRESS**  
23025 100th Ave. West

**CITY**  
Edmonds, WA 98020

**TELEPHONE**  
206-228-6866

**NAME**  
MELINA L. N

**ADDRESS**

**CITY**  
Edmonds, WA 98020

**TELEPHONE**  
206-228-6866

**NAME**  
Monarch Trading Corp

**ADDRESS**  
POB 80563

**CITY**  
Seattle 98108

**TELEPHONE**  
206-7636161

**STATE LICENSE NUMBER**  
MONARCH CO 15501

**EXPIRATION DATE**  
3/6/03

**CHECKED BY**  
CMM

**PROPERTY TAX ACCOUNT PARCEL NO.**  
27033600113700

**TYPE OF USE, BUSINESS OR ACTIVITY EXPLAIN:**  
RESTAURANT

**NUMBER OF STORIES**  
2

**NUMBER OF DWELLING UNITS**  
N/A

**CRITICAL AREAS NUMBER**  
44-272

**DESCRIBE WORK TO BE DONE**  
T/I

**INSTALL New Kitchen Equip.**

**IMPROVE HDOP RESTROOM**

**CONDITION. IMPROVE EXIT**

**Lighting System.**

**INTERIOR WORK ONLY**

**ADD NON-BEARING WALLS.**

**HEAT SOURCE**  
GLAZING %  
LOT SLOPE %

**PLAN CHECK NO.**  
02-473

**VESTED DATE**

**THIS PERMIT AUTHORIZES ONLY THE WORK NOTED. THIS PERMIT COVERS WORK TO BE DONE ON PRIVATE PROPERTY ONLY. ANY CONSTRUCTION ON THE PUBLIC DOMAIN (CURBS, SIDEWALKS, DRIVEWAYS, MARQUEES, ETC.) WILL REQUIRE SEPARATE PERMISSION.**

**PERMIT APPLICATION: 180 DAYS**

**PERMIT LIMIT: 1 YEAR - PROVIDED WORK IS STARTED WITHIN 180 DAYS**

**SEE BACK OF PINK PERMIT FOR MORE INFORMATION**

**\*APPLICANT, ON BEHALF OF HIS OR HER SPOUSE, HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF EDMONDS, WASHINGTON, ITS OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES OF WHATEVER NATURE, ARISING DIRECTLY OR INDIRECTLY FROM THE ISSUANCE OF THIS PERMIT. ISSUANCE OF THIS PERMIT SHALL NOT BE DEEMED TO MODIFY, WAIVE OR REDUCE ANY REQUIREMENT OF ANY CITY ORDINANCE NOR LIMIT IN ANY WAY THE CITY'S ABILITY TO ENFORCE ANY ORDINANCE PROVISION.\***

**I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION; THAT THE INFORMATION GIVEN IS CORRECT; AND THAT I AM THE OWNER, OR THE DULY AUTHORIZED AGENT OF THE OWNER. I AGREE TO COMPLY WITH CITY AND STATE LAWS REGULATING CONSTRUCTION; AND IN DOING THE WORK AUTHORIZED THEREBY, NO PERSON WILL BE EMPLOYED IN VIOLATION OF THE LABOR CODE OF THE STATE OF WASHINGTON RELATING TO WORKMEN'S COMPENSATION INSURANCE AND RCW 18.27.**

**SIGNATURE (OWNER OR AGENT)**  
10-03-2002

**DATE SIGNED**  
10-03-2002

**DATE RECEIVED**  
10/3/02

**PERMIT EXPIRES**  
1/21/04

**USE ZONE**  
BN

**PERMIT NUMBER**  
2003-0040

**JOB ADDRESS**  
23025 100th AVE W

**PLAT NAME/SUBDIVISION NO.**  
LOT NO.

**LID NO.**  
LID FEE \$

**PUBLIC RIGHT OF WAY PER OFFICIAL STREET MAP**  
EXISTING \_\_\_\_\_ PROPOSED \_\_\_\_\_

**REQUIRED DEDICATION**  
FT

**METER SIZE**  
LINE SIZE

**NO. OF FIXTURES**  
13

**PRV REQUIRED**  
YES ☒ NO ☐

**REMARKS**  
OWNER/CONTRACTOR RESPONSIBLE FOR EROSION CONTROL/DRAINAGE

**CALL FOR STEERING & SIGNAGE (PARKING)**

**INSPECTIONS**  
Final INSPECTION REQ'D

**ENGINEERING REVIEWED BY**  
ALL

**DATE**  
1/17/03

**FIRE REVIEWED BY**  
DATE

**VARIANCE OR CU**  
SHORELINE OR ADB#

**INSPECTION REQ'D**  
YES ☒ NO ☐

**BOND POSTED**

**SEPA REVIEW COMPLETE**  
EXEMPT

**SIGN AREA ALLOWED**  
PROPOSED

**HEIGHT ALLOWED**  
PROPOSED

**LOT COVERAGE ALLOWED**  
PROPOSED

**REQUIRED SETBACKS (FT)**  
FRONT SIDE REAR

**PROPOSED SETBACKS (FT)**  
FRONT SIDE REAR

**13 PARKING PROVIDED**  
LOT AREA

**PLANNING REVIEW DATE**  
1/17/03

**REMARKS**  
Any exterior changes will require design review.

**10 stalls on site + 8 joint use agreement**

**CHECKED BY**  
TYPE OF CONSTRUCTION

**CODE**  
97

**OCCUPANT GROUP**  
A3/B

**SPECIAL INSPECTION REQUIRED**  
YES ☐

**AREA**  
5581

**OCCUPANT LOAD**  
138

**REMARKS**  
PROGRESS INSPECTIONS PER UBC 108/FINAL INSPECTION REQ'D

**PROFESSIONAL ENGINEER: MELINA NA LIN, PE # 37394.**

**VALUATION**  
\$ 34,341

**COMPLETED**

| Description      | FEE             | Description       | FEE   |
|------------------|-----------------|-------------------|-------|
| Plan Check       | 510             | State Surcharge   | 450   |
| Building Permit  | 600             | City Surcharge    | 5     |
| Plumbing         | 160             | BASE              | 60    |
| Mechanical       | SEPARATE PERMIT |                   |       |
| Grading          |                 |                   |       |
| Engr. Review     | 250             |                   |       |
| Engr. Inspection | 100             |                   |       |
| Fire Review      | 50              | Plan Chk. Deposit | 450   |
| Fire Inspection  | 100             | Receipt #         | 20670 |
| Landscape Insp.  |                 | Total Amt. Due    |       |
| Recording Fee    |                 | Receipt #         | 21261 |

**APPLICATION APPROVAL**

**OFFICIALS SIGNATURE**  
DATE

**RELEASED BY**  
DATE

**ORIGINAL - FILE - YELLOW - INSPECTOR**

**PINK - OWNER - GOLD - ASSESSOR**

**GREEN - ACCOUNTING**

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#### ATTENTION

IT IS UNLAWFUL TO USE OR OCCUPY A BUILDING OR STRUCTURE UNTIL A FINAL INSPECTION HAS BEEN MADE AND APPROVAL OR A CERTIFICATE OF OCCUPANCY HAS BEEN GRANTED. UBC SECTION 109

04/02

PRESS HARD - YOU ARE MAKING 5 COPIES