

8503110061

LEASE--General Form

This Indenture, Made this 1st day of March

in the year of our Lord One Thousand, Nine Hundred and Seventy-Eight (1978)

BETWEEN OSBERG CONSTRUCTION COMPANY

hereinafter designated the lessor, and RICHARD S. SAVILLE and

VIRGINIA L. SAVILLE, Husband and Wife hereinafter designated the lessees

Witnesseth, That the said lessor do es by these presents lease and demise unto the said lessee the following described real estate and premises, situate in the Survey of Eagle's Nest, in the County of Skagit and State of Washington, to-wit:

THAT PORTION of Tract D, Survey of Eagle's Nest as recorded June 21, 1977 in Volume 2 of Short Plats, Pages 74 thru 76, records of Skagit County, Washington, under Auditor's File No. 858833 described as follows:

Beginning at the Northwest corner of said Tract D, which point is coincident with the Southeast corner of Lot 899 and the Southwest corner of Lot 900 both in Survey of Shelter Bay, Division No. 5; thence South 89°12'50" East along the northerly boundary of said Tract D a distance of 120.00 feet; thence South 0°47'10" West a distance of 70.49±feet to the Balanced G.L.O. Meander Line; thence South 88°13'53" West along said Meander Line a distance of 120.12± feet; thence North 0°47'10" East a distance of 75.84± feet to the point of beginning.

THE TERM of this lease shall commence upon the execution hereof and continue until June 30, 2044. No rent shall be payable, the Lessor having received good and valuable consideration through the Lease dated March 31, 1978 by and between the Lessee herein and Fidalgo, Incorporated (a subsidiary of Lessor herein) as Lessor covering a leasehold interest in Lot 900, Survey of Shelter Bay Division No. 5 which lies adjacent to real estate herein. Real estate taxes, if any, shall be borne by Lessee.

IT SHALL be understood and agreed this Lease shall run concurrently with that described above for Lot 900, Survey of Shelter Bay and that a default under the latter shall constitute a default under the Lease herein.

And it is Hereby Agreed, That if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and remove all persons therefrom; and the said lessees do hereby covenant, promise and agree to pay the said rent in the manner hereinbefore specified, and not to let or underlet the whole or any part of the said premises nor assign this lease, or any interest therein, without the written consent of the said lessor.

And at the expiration of said term the said lessee we will quit and surrender the said premises in good state and condition as they now are (ordinary wear and damage by the elements or fire excepted.)

In Witness Whereof, The said parties have hereunto set their hands and seals the day and year first written.

LESSOR OSBERG CONSTRUCTION COMPANY Allan F. Osberg, President

8503110061 LESSEE Richard S. Saville Virginia L. Saville

FIRST AMERICAN TITLE CO. M-2720-1

1ST AM

STATE OF WASHINGTON,

SS. (INDIVIDUAL ACKNOWLEDGMENT)

County of King

I, Patricia J. Newman Notary Public in and for the State of Washington,

do hereby certify that on this 19th day of March, 1979, personally

appeared before me RICHARD S. SAVILLE and VIRGINIA L. SAVILLE

to me known to be the individual S described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19th day of March, 1978

Patricia J. Newman
Bethell in said County.
Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON,

SS. (CORPORATE ACKNOWLEDGMENT)

County of KING SNOHOMISH

On this 11th day of August, 1978

before me personally appeared ALLAN F. OSBERG

to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Glen A. Kules
Seattle in said County.
Notary Public in and for the State of Washington, residing at

RECEIVED
JERRY MEINERT
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REQUEST OF

No. _____
LEASE
(INDIVIDUAL OR CORPORATION)
FROM _____
TO _____

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