

After recording, return to:  
GARY T. JONES  
Jones & Smith  
P.O. Box 1245  
Mount Vernon WA 98273-245



200601120046

Skagit County Auditor

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Abbreviated legal: Ptn of NE1/4 NE1/4 of Sec 14 Twp 34 R 3 EWM  
(Full legal appears on Exhibit "A")  
Tax Parcel/Account Numbers: P21917, 340314-1-011-0618

### LEASE AGREEMENT

THIS LEASE AGREEMENT is between MICHAEL G. HOWARD AND CATHLEEN M. HOWARD, husband and wife, hereinafter referred to as "Landlord", and SKAGITONIANS TO PRESERVE FARMLAND, a non-profit corporation of the State of Washington, hereinafter referred to as "Tenant".

1. PREMISES:

See Exhibit "A" attached hereto and incorporated herein by reference.

2. EFFECTIVE DATE AND DURATION: This Agreement shall be effective January 1, 2006 through December 31, 2007. The lease period is two years.

3. TERMINATION: Either party may terminate this agreement by giving the other party notice in writing 30 days in advance of the termination date.

4. RENT: Tenant agrees to pay \$150.00 per year, per acre, for 3.5 acres. Tenant will pay the rent annually (total \$525.00), on or before April 30, 2006 and each succeeding year.

5. ACCEPTABLE USES: Tenant will sublease this land to grow agricultural row crops.

6. CONDITION OF PREMISES: Tenant agrees to care for and maintain said Premises. Tenant agrees not to commit or allow to be committed any act of destruction to Premises. At termination of this lease, Tenant agrees to replant the acreage with a winter cover crop and replace former markers.

7. SURRENDER OF PREMISES: Tenant shall promptly yield and deliver to the Landlord possession of the Premises at the termination of this Agreement.
8. ADMINISTRATION OF AGREEMENT: The Tenant's representative in the administration of this Agreement shall be BOB ROSE, Executive Director, Skagitonians to Preserve Farmland.
9. INDEMNIFICATION: Each party agrees to be responsible for their own acts or omissions. Each agrees to indemnify and hold harmless the other for such acts or omissions committed by that party, its agents or representatives.
10. SUB-LEASE OPTION: Sub-lease of the Premises is subject to the terms and conditions of this lease.
11. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties with respect to the subject and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following paragraph on "Modification".
12. MODIFICATION: Landlord and Tenant may amend this Agreement at any time, but only upon mutual agreement in writing between the parties.

DATED this 21st day of December, 2005.

LANDLORD:

Michael G. Howard  
MICHAEL G. HOWARD

Cathleen M. Howard  
CATHLEEN M. HOWARD

TENANT:

SKAGITONIANS TO PRESERVE  
FARMLAND, By:

Bob Rose  
BOB ROSE, Executive Director

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 1 2 2006

Amount paid \$  
Skagit Co. Treasurer  
By \_\_\_\_\_ Deputy

- 2 -



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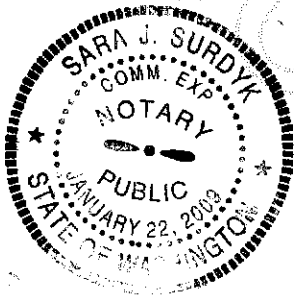
STATE OF WASHINGTON )

) ss.

County of Skagit )

I hereby certify that I know, or have satisfactory evidence, that MICHAEL G. HOWARD AND CATHLEEN M. HOWARD are the persons who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21 day of December, 2005.



Sara Surdyk

NOTARY PUBLIC in and for the State of Washington,

Residing at: Skagit

My commission expires: 1/22/9



**EXHIBIT A**

**LEGAL DESCRIPTION**

The previously farmed portion of the premises identified by Skagit County Parcel No. P21917, Tax Account Number 340314-1-011-0618, located in Section 14, Township 34 North, Range 3 E, W.M., and described as follows:

That portion of the Northwest Quarter of the Northeast Quarter, a/k/a TR 4 S/P, of Section 14, Township 34 North, Range 3 East, W.M.,

Containing 3.5 acres, more or less.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

