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Skagit County Auditor

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Document Title:

Reference Number :

Grantor(s):

[_] additional grantor names on page ___.

2.

I.

<u>Grantee(s):</u>

[_] additional grantee names on page__.

1. R. Kraug Knutzen 2. Knutzen Farms 1

Abbreviated legal description:

[_] full legal on page(s) ___.

15-3

Assessor Parcel / Tax ID Number:

7 34352

[] additional tax parcel number(s) on page ____

SKAGIT COUNT - WASHINGTON Real Estate Excise-Tax

MAR 20 Amount rista easure: Skagit County 3040 By:

AGRICULTURAL LAND LEASE

This lease is made and entered into this 1st day of January 2007, by and between **Vic Jensen** referred to as "Lessor" and **Knutzen Farms LP**, hereinafter referred to as "Lessee".

AGREEMENT AS FOLLOWS:

The lessor does by these presents lease and demise unto the said Lessee the following described real estate situated in the County of Skagit, State of Washington.

The 37 farmable acres, located at 15098 Field Road, which lies in Township 35N Range 3 Section 15 NW.

The term shall be for one (1) year from the 1st day of January, 2007 to the 31st day of December 2009 of through to the completion of harvest of current season's crop.

1. As and for consideration of said lease the said Lessee shall pay to the Lessor the sum of: \$ 9,250.00 per year. (\$250.00/acre)

Rent is to be paid semi-annually: one-half of the rent shall be due on or before the 15th day of April and one-half shall be due on the 15th day of October, each year.

2. The lessee shall maintain liability insurance protecting the Lessor against any claim for damages to any person or property resulting from operation of the property by the Lessee. Lessee agrees to hold the Lessor harmless from any damage or injury arising to property or persons caused by Lessee's operation of the said premises.

3. It is understood and agreed that the Lessee will operate the described premises in a good and husbandlike manner, and according to best farming practices in the vicinity of the prescribed property.

4. The lessee will return the premises to the Lessor at the expiration of the term in as good a condition as when received, reasonable use thereof excepted.

5. Time is hereby declared to be of the essence of this agreement. In the event the Lessee shall fail to make any payments of rental as herein provided promptly and when the same is due or shall fail to perform any of the covenants here in to be preformed by him, then the Lessor at his option may declare this lease forfeited and my re-enter and take possession of the lease premises and remove any and all persons therefrom.

6. In the event the Lessor decides to lease the property after the expiration of this lease, the Lessor agrees to give the lessee first right of refusal of lease for future terms.

Vic Jenéén Lessor 14127 Church Road Bow, WA 98232 766-6924

Lessee

R. Kfaig Knutzen (Les Knutzen Farms LP 9255 Chuckanut Drive Burlington WA 98233 360-757-6771

DESCRIPTION OF PREMISES: Upon the terms and conditions herein specified, lessor leases to lessee and lessee leases from lessor, to be used for agricultural and related purposes, the following described property, located in Skagit County, Washington, herein referred to as the farm, particularly described on Exhibit A attached hereto.

OPEN SPACE #300 #751860 1973-TRF#817031 NW1/4 NW1/4 LESS RD & LESS N 150FT OF E 155FT OF W620FT DT25 DK25



STATE OF WASHINGTON)

: SS

COUNTY OF SKAGIT

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

GIVEN under my hand and official seal this 19 day of MARCh, 2007.



(ARI B. LOVING Notary's printed name)

NOTARY PUBLIC in any for the State of Washington, Residing at <u>BUKI 1970</u> My Commission Expires <u>5-1-200</u>

STATE OF WASHINGTON) : SS COUNTY OF SKAGIT)

On this day personally appeared before me, $\underline{K \cdot KRAig} Knutzen$ to me known to be an officer of KNUTZEN FARMS, L.P., a Washington Corporation, and acknowledged the said instrument to be the free and voluntary act and deed of said officer for the uses and purposes therein mentioned, and on oath stated that $\underline{K \cdot KRAig} Knutzen$ was authorized to execute said instrument on behalf of said Corporation.

GIVEN under my hand and official seal this <u>19</u> day of <u>MARCK</u>, 2007.



(Notary's printed name)

NOTARY PUBLIC in and for the State of Washington, Residing at <u>BUR ling ton</u> My Commission Expires <u>5-1-2007</u> Skagit County Auditor 3/20/2007 Page 4 of 4 1:13PM