



201010040181  
Skagit County Auditor

10/4/2010 Page 1 of 4 12:58PM

### FARM LEASE

THIS LEASE is made effective the 1st day of November, 2010, between Wallace and Nancy Maas, ("Lessor"), and Boyd Bode ("Lessee").

1. **Lease of Farm Land.** The Lessor hereby leases to Lessee to occupy and use for hunting purposes, certain farm land consisting of 18 acres, more or less, located in Skagit County, Washington ("Property" or "Farm"), and described more particularly in the attached Exhibit "A" and incorporated herein by this reference. The parties intend that this Lease shall supercede and replace any prior or existing leases and extensions of leases that have been executed between the parties for this property, and by mutual consent, such earlier leases and extensions are hereby terminated. This lease is for the purpose of hunting only and not for farming of the property

2. **Term of Lease.** The term of this lease shall be effective November 1 2010, for a period of 5 years and shall terminate on October 31, 2015. It is acknowledged and agreed upon that the Lessee shall have the right to renew the lease for an additional 5 years at a rate to be negotiated at that time.

3. **Rental.** The rental for said premises shall be \$300 per year. The rent shall be due and payable on or before November 1<sup>st</sup> each year. Lessee agrees to pay a penalty in the amount of five percent (5.0%) of the lease rent shall apply and said lease rent shall thereafter bear interest at twelve percent (12.0%) per annum.

4. **Possession.** The Lessee shall be entitled to full, complete, and uninterrupted possession of the Property for the term of this lease agreement for purposes of hunting.

5. **Heirs and Successors.** The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of the Lessor and Lessee in like manner as upon the original parties.

6. **Restriction on Subleasing.** The Lessee shall not assign this lease or sublet the premises, or any portion thereof, during the term of this lease or any extension hereof, without the prior written consent of the Lessor, and any such assignment of this lease or subletting of the premises without such written consent.

7. **Entry of Lessor.** The Lessor shall have the right to enter upon said premises at any reasonable time for the purpose of inspecting the same or for the purpose of doing anything that may be required under this lease,

8. **Surrender of Premises.** Lessee agrees that on the expiration of this lease, Lessee will quit and surrender the premises, without notice, in a neat and sanitary condition, to the Lessor or Lessor's agent.

9. **Attorney's Fees and Costs.** If by reason of any default on the part of either the Lessor or Lessee in the performance of any of the provisions of this lease, it becomes necessary for either

party to employ any attorney, the losing party agrees to pay all reasonable costs, expenses, and attorney's fees expended or incurred by the prevailing party in connection therewith.

- 10. **Notices.** The addresses of the parties for all purposes, including giving any notices required or permitted under this lease are as follows:
- 11.

Lessor: Wallace and Nancy Maas 1934 S Wall-Mount Vernon WA 98273

Lessee: Boyd Bode-16723 Dike Road-Mount Vernon WA 98273

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

**LESSOR:**  
By: *W & N Maas*  
*Nancy Maas*

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 04 2010

**LESSEE:**  
By: *Boyd Bode*  
Its: \_\_\_\_\_

Amount Paid \$  
By *UM* Skagit Co. Treasurer Deputy



201010040181  
Skagit County Auditor

Exhibit "A"



200010040028  
Skagit County Auditor  
10/4/2000 Page 1 of 1 11:48:06AM

WHEN RECORDED RETURN TO

Name W.D. Maas  
Address 1934 South Wall  
City, State, Zip Mount Vernon, WA 98273



FILED FOR RECORD AT REQUEST OF

9/14/01 LAND TITLE COMPANY OF SKAGIT COUNTY

Quit Claim Deed

THE GRANTOR John De Vlieger and Sheryl De Vlieger, his only wife since June 8, 1982

for and in consideration of \$57,500.00 conveys and quit claims to Wallace and Nancy Maas, husband and wife, the following described real estate, situated in the County of Skagit State of Washington, together with all after acquired title of the grantor(s) therein.

Lots B and C of Short Plat No. 69-78, approved September 7, 1978, recorded in Volume 3 of Short Plats, pages 7 and 8, under Auditor's File No. 887021, being a portion of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 34 North, Range 4 East, W.M.

Together with a non-exclusive easement for ingress, egress and utilities purposes over, under and across the South 12 feet of Lot A of said Short Plat.

parcel # 340431-C-035-0107 37594  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

Dated 9/29/00  
John De Vlieger  
(Individual)  
Sheryl De Vlieger  
(Individual)

OCT 04 2000  
Amount Paid \$ 879.75  
Skagit County Treasurer  
By Maas Deputy  
By \_\_\_\_\_ (President)  
By \_\_\_\_\_ (Secretary)

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, John De Vlieger and Sheryl De Vlieger and who executed the within and foregoing instrument and acknowledged to me that they signed the same as John De Vlieger and Sheryl De Vlieger and who executed the foregoing instrument, and acknowledged the 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 John De Vlieger and Sheryl De Vlieger authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 29th day of September 2000  
Melody A. Heider  
Notary Public in and for the State of Washington,  
residing at Mount Vernon  
My appointment expires: 4-30-03

Witness my hand and official seal hereto affixed the day and year first above written.  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

LTR (11/96)



201010040181  
Skagit County Auditor  
10/4/2010 Page 3 of 4 12:58PM

Notary should be one for Landlord and Tenant

State of Washington  
County of Skagit

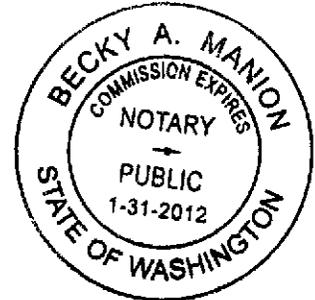
On this day personally appeared before me Wallace and Nancy Meas to me known to be the individual, or individuals described in and who executed the within and foregoing instruments, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19<sup>th</sup> day of

August, 20 10

the State Of Washington, residing at

Becky A Manion  
Notary Public in and for  
Jedro Woolley



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