

Return address:

Olga Voninnus  
820 Metcalf St, Apt. 77  
Secro Woolley, WA 98284



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Skagit County Auditor

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Document Title:

Rural Residential  
Lease Agreement

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_

1. CZESIA SMITH
- 2.

Grantee(s):

additional grantee names on page \_\_\_

1. Todd Swedelius
2. Olga Voninnus

Abbreviated legal description:

full legal on page(s) \_\_\_

Ptn N2 SE 1/4 SE 1/4 13-34-1 E.W.M.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

P19355  
P19356

# RURAL RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter also: the "Lease" or the "Agreement") is made and executed on this 15<sup>th</sup> day of January, 2012, by and between Czesia Smith, herein referred to as "Lessor," and Todd Swedelius and Olga Voninnus, herein jointly and severally referred to as "Lessee."

## 1. Description of Property

Subject to the terms and conditions set forth below, Lessor leases to Lessee and Lessee leases from Lessor the property situated in the State of Washington, commonly known as:

**5960 Wild Rose Lane, Anacortes, WA 98221.**

## 2. Use

The Property shall be used as a duly rented, rural-stead, single-family dwelling concurrently intended for natural home gardening (completely toxins-free and biointensive/organic), as well as for possible intermittent care for a limited number of health-inspected and properly sheltered, adequately fed and sanitized farm livestock/layer poultry, intended for rural-household sustainability. Lessee shall neither use nor occupy the Property or any part thereof for any unlawful, disreputable or hazardous purpose or in a manner constituting a nuisance of any kind.

One-third (1/3) of the current entire length of the Lessor's larger-size, covered greenhouse shall be rented to the Lessee for the duration of this lease term. That shall be the one-third currently forming the Northerly side extremity of said larger-size covered greenhouse. Likewise, several previously cultivated (outer-box) soil beds located to the Northwest from the Lessor's current smaller-size covered hoop house shall also be rented to the Lessee for the duration of this lease term, whereby the Lessee shall, at its own expense and discretion, provide and install a reasonably functional garden-protection net fence, so as to permanently protect said plant beds from being stepped on by small livestock.

Additionally, the Lessor hereby gives its express personal permission to the Lessee that the latter immediately commence personally and manually prepping (pre-cultivating and soil-amending) an ariable soil ring (or else -- "L"-shaped or "U"-shaped ariable-soil precultivated perimeter) lining the periphery of the Lessor's existent septic area currently in place (so as to commence planting hardy fragrant perennials upon it), as well as four (4)



separate (and equally sized) plant beds intended for cultivation and seed-planting by the Lessee in the immediately upcoming Spring/Summer warm season. The exact locations and esthetic alignment of said four separately requested and intended plant beds shall be mutually sketched and set by the parties hereto by or before the commencement date of this lease term, yet the Lessee would please respectfully request that all of said locations have a maximally SUNNY (generally Southern) daylight exposure, as all beneficial plant species the Lessee intends to cultivate on the premises shall definitely need lots of full-spectrum sunlight.

Should any other and further desire(s) for designated, personally rented "plant beds" become known to, or potentially intended by the Lessee for possible future "use" upon the Property, the Lessee hereby agrees to timely inform and ask for the express, formal written and personally signed and dated permission of the Lessor pertaining to any such further requested "addition(s)" to this initially announced and affirmed collection of personally rented "planting areas / soil beds."

At the time of making this Agreement with the Lessor, the Lessee herein is specifically aware of its desire to bring to the Property (at the Lessor's express, personal advance permission) the following exact varieties and quantities of productive farm livestock / productive layer poultry:

- a. Two (2) Young Female Dairy Goats (of the "La Mancha" breed);
- b. One (1) Young Female Dairy Calf (a "Jersey"-cross calf rescue);
- c. Ten (10) Young Female Layer Hens (of the "Araukana" breed);
- d. Ten (10) Young Female Layer Ducks (of the "New York Cayuga Lake" breed).

Let it be expressly known by the parties hereto, in advance, that NONE of said domestic animals shall be intended for any type of a "meat-consumption slaughter," but to the contrary -- any and all of them shall, in fact, be kept in a maximally nurturing, humane and caring manner, including excellent daily nutrition and regular preventive vet care, as reasonably practiced and widely recommended by conscientious small farmers. Not only FEMALE, but also, any and all MALE offspring which may come of said parent animals shall, likewise, be humanely raised and distributed to humane and caring future owners, rather than being either "killed" or "slaughtered."

Should any other and further domestic "fauna" become known to, or potentially intended by the Lessee for possible future "bringing to, and keeping on" the Property, the Lessee hereby agrees to timely inform and ask for the express, formal written and personally signed and dated permission of the Lessor pertaining to any such further requested



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"addition(s)" to this initially announced and affirmed collection of rural-upkeep "personal livestock." The Lessee herein expressly covenants and agrees that all care and expenses associated with any and all of its own farm animals, birds, honey bees and/or any other domestic "fauna" will be and remain its sole personal responsibility at all times relevant hereto.

The Lessor herein is aware that the personal gardening and livestock-keeping rural needs of the Lessee may well necessitate the erection of "one or a few tool-shed(s), fridge(s) and/or utility storage unit(s)" upon the Property. Insofar as any and all similar "add-on" endeavors knowingly and reasonably fall within relevant provisions of applicable law, the Lessor hereby expressly permits the Lessee to assume and exercise its own initiative, cost and responsibility with regard to making any similar "add-on(s)." Both parties to this Lease Agreement are in full mutual agreement that it will never be their intent to "violate the law" in any way, whatsoever, while placing any such "add-on(s)" upon the Property.

### 3. Term and Future Extension

The term of this Lease shall be **Two (2) Years**, commencing **January 15<sup>th</sup>, 2012** and terminating on **January 15<sup>th</sup>, 2014**.

Beginning at 9:00 a.m. on **September 15<sup>th</sup>, 2013**, and through 5:00 p.m. on **November 15<sup>th</sup>, 2013**, the parties hereto shall have the mutual option to jointly endorse a typical **Two-Year Lease Renewal**, simply "extending and continuing the time-length term" of this exact, current "Rural Residential Lease Agreement," as specifically worded herein, "with any subsequent amendments included." In the event the parties hereto come to mutually desire either different "terms" or a different "wording" for their mutual leasehold dealings for any similar "lease-extension term," they may, at their own discretion, propose and endorse any modified instrument of their mutual choice and liking, at such future moment in time. Absent successful mutual endorsement of a reasonably valid **Two-Year Lease Renewal** document by or before 5:00 p.m. on **November 15<sup>th</sup>, 2013**, the Lessee herein shall fully assume that it is looking at a firmly pre-set necessity to "vacate the Property by or before 5:00 p.m. on **January 15<sup>th</sup>, 2014**," due to final expiration of the mutually agreed term of this (originally endorsed) Lease Agreement, at such preset time.

### 4. Rent Payment Schedule

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX



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SEP 21 2012

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Amount Paid \$ \_\_\_\_\_  
Skagit Co. Treasurer  
By *kk* Deputy

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*Overt*

During the term hereof, monetary rent in the sum of **\$200.00 (Two Hundred Dollars)** per month for parking the Lessee's personal motorhome, plus **\$100.00 (One Hundred Dollars)** per month for the Lessee's ongoing use of the Lessor's currently existent, specifically designated single, used trailer -- for up to **Two (2) Years** -- shall be paid by Lessee to Lessor, on or before the 15th day of each month, without offset or deduction of any kind. First monthly rent payment is due **January 15<sup>th</sup>, 2012**. For any month in which rent is not received on or before the 24th calendar day, a late charge of 5% will be assessed.

#### **5. Utilities Obligations and Payment Schedule**

During the term hereof, a regular, ongoing (generic-estimate) monthly utility payment of **\$100.00 (One Hundred Dollars)** per month, plus **\$2.00 (Two Dollars) per laundry-dryer load** for all instances of prior month's use of the Lessor's electric dryer (to be made by the Lessee, to the Lessor herein) shall accompany each consecutive monthly prepayment of monetary rent. The Lessee shall be solely responsible for any and all of its own "internet-connection" and "satellite-connection" (or other similar, personally initiated and separately or additionally contracted by it) "utility bills" and typical "personal-bills" payment obligations which it may either currently have or further develop. Should the parties hereto mutually elect to share any residential utility bills (e.g., for the purpose of reducing combined charges, overall), at any upcoming time, they stand fully prepared to do so on mutual initiative, in the form of formally written and personally signed "*Addenda*" to this basic Lease Agreement.

#### **6. Lessee's Covenant to Add Monthly Value**

As additional good faith, Lessee shall be responsible for the (mutually pre-agreed and formally pre-contracted) equivalent of **30 (Thirty) Common-Household, Ordinary (Non-professional) Work Hours** per month, for each subject rental month, to be contributed to the benefit of the Lessor herein in the form of household-enhancing work-hours "in lieu of additional monthly value." Examples of mutually pre-agreed, materially remunerable household activities (thus contributable by the Lessee to the Lessor "in lieu of additional monthly value") shall include, yet not be limited to: mutually pre-agreed repairs, upkeep, maintenance of any kind to the Property, rural or other mutually pre-agreed work efforts and/or similar expressions of mutually pre-contracted "hourly-timesheet work projects" exchanged between the parties hereto.



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### **7. Advance Notices of Intent to Vacate or Terminate**

Each of the parties hereto agrees to give the other party a minimum advance notice of 60 (Sixty) Days, should it come to desire to vacate the Property or, respectively, to terminate this Agreement, in a reasonably acceptable, orderly and ethically positive, formally written and personally signed form and manner. For the purposes of this Agreement, "notice" shall mean: "a formally written, physical Notice document which has been personally signed and dated by its maker." Similarly, "date of notice" shall mean: "the date on which the recipient of the formally written Notice document has provably and physically received said valid, written document." Any potential "burden of proof" of reasonably adequate service and/or inherent "validity" of any subject Notice of Intent hereunder shall lay upon its notifying party, and not upon the intended recipient of said Notice, respectively.

### **8. Security Deposit**

Lessor acknowledges receipt of **\$150.00 (One Hundred Fifty Dollars)** as a Security Deposit. Lessor may commingle the Security Deposit with its other funds. If Lessee defaults on its payment of Rent, Lessor may apply all or any part of the Security Deposit to the payment of any Rent sum in default. If Lessee has properly and timely complied with all monthly Rent payments as due and payable for the Lease term, the Security Deposit shall be automatically applied as a "Last Month's Rent" toward duly noted/scheduled upcoming vacation of the Property by Lessee.

### **9. Waste, Hazardous Substances and Nuisances**

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Property. Lessee shall not commit, nor suffer to be committed, any waste or toxic pollution on the Property, nor any nuisance. The parties hereto mutually agree that at least one medium-sized "residential garbage container" per 7-day time period, plus at least one medium-sized "residential recycling container" per 14-day time period shall, in fact, be mutually pre-arranged and scheduled for consistent, reliable "weekly" (and, in the case of recycling – "bi-weekly") residential waste-removal pickup by WMNorthwest Inc., and that such weekly waste-removal service shall be timely and accurately payable in a "50/50" (half-per-unit), equally shared bills-payment manner, by each respective party hereto.

### **10. Lessee's Implied Rented or Partially Rented Personal Quarters**



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The formal, mutually agreed portions of the Property which have been mutually designated and lease-covered as the "rented or partially rented quarters" of the Lessee herein shall be as follows:

- a. The Lessee's own Motorhome;
- b. The Lessor's specifically designated single, used trailer;
- c. The Northerly-extremity One-third of the larger-size covered greenhouse;
- d. All personally rented soil beds, livestock enclosures / mini-shelters, freezer(s), regrigerators, personal "mini-storage" units/shelves, personal parking space(s), and any and all similar, commonsense areas mutually implied to be "private/personal" to the Lessee.

### **11. Lessor's Right to Entry**

Lessee shall permit the Lessor and/or its relevantly designated "representatives or agents" into and upon the Property at a minimum-required "48-hour advance notice" at any desired future time, for any mutually reasonable purpose, including but not limited to "inspecting" the Property. Lessor shall give its minimum-acceptable "48-hour advance notice" to the Lessee via reliably recorded telephone voice-message no fewer than 48 (forty-eight) full hours before making entrance of that portion of the Property which has been mutually pre-agreed and lease-covered as the "rented or partially rented quarters" of the Lessee herein. For the purposes of this Agreement, the phrase "rented or partially rented quarters" shall mean: "any portion of the Property, to which the Lessee has any implied right of peaceful enjoyment, as a direct and proximate result of paying rural-residential rent in exchange for enjoying such mutually set right."

### **12. Damage to Personal or Shared Property**

Lessee shall be responsible for its own ("renter's policy" coverage) insurance policies pertaining to any implied risk of loss by theft, fire, acts of God, or other voluntarily and personally pre-arranged types of renter's casualty. Likewise, the Lessor herein shall maintain its own ("owner's" coverage) home or other relevant insurance policies, as usual. No damage in whole or in part to the Property shall cause an interruption in the term hereof.

### **13. Prohibition of Involuntary Assignment of Personal Property**

Personal effects, living or inanimate objects and/or "property partially or fully belonging to" the Lessee herein shall not be subject to involuntary assignment, transfer or sale or to



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assignment, transfer, or sale by the Lessor, including that by operation of law, in any manner whatsoever. Any attempt at similar involuntary assignment, transfer, or sale by the Lessor herein shall be void and of no effect, unless it was made by both parties to this Agreement in personally signed writing.

#### **14. Effect of Eminent Domain, Deed Transfer or Sale**

- a. Effect of Total Condemnation, Deed Transfer or Sale: In the event the entire Property shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority and/or by foreclosure, repossession, deed transfer, sale or similar event, the monetary monthly rent to be paid by Lessee during the remainder of the term shall fully abate and shall discontinue to be due and payable, as of the date of such taking. The Lessee shall, commencing on such date, be released from any liability thereafter, which normally would have accrued absent any such taking.
- b. In the event of a partial taking of the Property by eminent domain by any public or quasi-public authority and/or by foreclosure, repossession, deed transfer, sale or similar event, the pre-agreed time-length term of this Lease shall continue in full force and effect as to the part not taken, and the rental to be paid by Lessee during the remainder of said term shall, correspondingly, abate and proportionally decrease by One-half (50%), due to an ensuing dislocation and moving expense inconvenience to the Lessee herein, thus necessitating a temporary-relief abatement or apportionment hereunder.

#### **15. Default or Breach**

Each of the following events shall constitute a default or breach of this Lease:

- a. If Lessee shall fail to pay Lessor any past-due portion of rent by its legally required final deadline of: "at most 60 (Sixty) Days from the date on which said past-due portion of rent actually became due and payable" to the Lessor herein;
- b. If Lessor shall fail to perform or comply with any of the warrants or conditions of this Lease by its legally required deadline.

#### **16. Inspection by Lessee**



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It is understood and agreed that Lessee has inspected the Property and accepts the same in its present condition as is. At the commencement of this term, Lessee shall accept the buildings and improvements and any equipment in their existing conditions and state of repair and Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto, except as contained in the provisions of this Lease.

### **17. Assignment**

Neither the Lessee nor the Lessor may assign this Lease without prior written consent of each respective opposite party hereto, in its sole discretion, and any claimed "assignment" in violation hereof is absolutely void.

### **18. Redelivery of Property**

Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner provided, and shall keep and perform all the terms and conditions hereof in its part to be kept and performed, and, at the expiration or sooner lawful termination of this Lease, peaceably and quietly quit and surrender to Lessor the Property in good order and condition subject to the other provisions of this Lease.

### **19. Notices**

All notices, demands, critically past-due rental payments or other writing in this Lease provided to be given or made or sent, by either party hereto to the other, shall be deemed to have been "sent" when made in personally signed and dated writing and deposited in the United States mail, certified, with a personally signed and dated Return Receipt requested, postage-prepaid and addressed as follows:

**To LESSOR: To LESSEE:**

Attn: Czesia Smith Attn: O.Voninnus & T.Swedelius

5960 Wild Rose Lane

826 Metcalf, Apt. 77



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Anacortes, WA 98221 Sedro Woolley, WA 98284

The address to which any notice, demand, critically past-due payments or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. As already stated in Paragraph 7 hereinabove, for the purposes of this Agreement, the term "notice" shall mean: "a formally written, physical Notice document which has been personally signed and dated by its maker." Similarly, "date of notice" shall mean: "the date on which the recipient of the formally written Notice document has provably and physically received said valid, written document." Any potential "burden of proof" of reasonably adequate service and/or inherent "validity" of any subject Notice of Intent hereunder shall lay upon its notifying party, and not upon the intended recipient of said Notice, respectively.

## **20. Quiet Enjoyment**

The Lessor covenants that the Lessee, upon paying the rent and performing all of the terms, covenants, and conditions of this Lease on its part to be performed, shall have and quietly enjoy the Property for the term set forth herein.

## **21. Effect of Other Mutual Endeavors**

The parties hereto are presently aware of a distinct mutual (interpersonal) likelihood that they may, at any theoretically likely time after mutual endorsement of this Lease Agreement, proceed to enter into other, technically "unrelated" mutual dealings -- e.g., co-working on future personal or professional projects together, growing and/or presenting natural commodities together, deriving constructive economic opportunity, benefit or fiscal income, performing future mutually beneficial business-opportunities research and/or jointly performing any other mutually chosen constructive activities from time to time, as their mutual relations may further usefully evolve. Accordingly, both parties to this Lease Agreement hereby expressly affirm and agree that none of their other, concurrent or subsequent mutual dealings shall ever have any effect whatsoever on any of the terms and conditions of this mutual Lease Agreement, as such. For stipulating any other and additional mutual terms between them, as the case may arise from time to time, both parties hereto stand fully prepared, at their own choice and discretion, to mutually draft and sign other, additional agreement instruments of their mutual constructive choice, if they so come to wish at any future time. Insofar as other and further interpersonal dealings of external nature may arise among the parties hereto, this Lease Agreement is not being construed to serve as "the Entire Agreement" among them.



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**22. Amendments, Changes and Additions to This Lease Agreement**

All amendments, changes and/or additions to this Lease Agreement shall be made in the form and manner of a formal, mutually and personally signed, dated, and then also adequately and mutually "Notice-served" documentary "Addendum to Lease Agreement" (e.g., -- "Addendum #1 to Rural Residential Lease Agreement," and then following that, whenever subsequently and mutually agreed -- "Addendum #2 to Rural Residential Lease Agreement," etc., etc...). Unless so prepared, then mutually co-signed and dated, and finally -- adequately "Notice-served" by both parties hereto upon each-other, any future attempts to "amend, change or add to" this Lease Agreement shall be considered null and void, due to plausible legally insufficient mutual endorsement and/or a potential absence of a reasonably sufficient "service of Notice" upon each party hereto.

IN WITNESS WHEREOF, the parties to this Rural Residential Lease Agreement have hereunto set their hands and seals, as of this 15<sup>th</sup> Day of January, 2012, as follows:

**For the LESSOR:      For the LESSEE:**

Czesia Smith (01/15/2012) (1) Todd Swedelius (01/15/2012)

**Czesia Smith      Todd Swedelius**

Address:

5960 Wild Rose Lane    -AND:

Anacortes, WA 98221

(2) Olga Voninnus (01/15/2012)

**Olga Voninnus**

Address:

826 Metcalf, Apt. 77

Sedro Woolley, WA 98284



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*Olga Voninnus*

# STATEMENT

FROM: *Todd Swedelius*  
 (Professional Kayak Designer)  
 and  
*Olga Voninnus*  
 (Senior Systems Architect)  
 826 Metcalf Street, Apt. 77  
 Sedro Woolley, WA 98284



DATE: September 6, 2012 Tel.: 206.850.9070

To:

Ms. Czesia Smith  
 5960 Bulkrum/Wild Rose Lane  
 Anacortes, WA 98221

And To:

DATE PREPARED	REFERENCE	DEBTOR	AMOUNT DUE
09/06/2012	PAST-DUE balance NOW	Czesia Smith	<b>\$2,625.00</b>

TIME PERIOD	DESCRIPTION	BREAKDOWN	NET LOSS
01/15/2012 - 09/15/2012	Eight (8) calendar months, times \$200.00 (Two Hundred Dollars) each, of pre-paid, yet never used "motorhome monthly parking" deposits/overpayments	\$200 x 8 = \$1,600.00	\$1,600.00
08/15/2012	ILLEGAL-EXTORTION, wrongfully and forcefully obtained, yet never legitimately "due," <u>coerced-rent overpayment</u>	\$200.00	\$200.00
01/15/2012 - 10/15/2012	Nine (9) calendar months, times \$75.00 (Seventy-Five Dollars) each, of pre-paid, yet never used "motorhome energy/electric-bill pre-estimates" (overpayments)	\$675.00	\$675.00
01/15/2012	\$150.00 "good-faith" reservation deposit, for virtually no lease <u>consideration</u> and/or pre-leased <u>value</u> ever received, to date	\$150.00	\$150.00
SUBTOTAL:			\$2,625.00
TOTAL "LEASE OVERPAYMENTS" STILL OUTSTANDING AND NOW PAYABLE (by C.Smith):			<b>\$2,625.00</b>

Exhibit **"A"**, p. 1



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When recorded return to:

Czesia Smith  
5960 Wild Rose Lane  
Anacortes, WA 98221



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Exhibit B

Filed for Record at Request of  
Land Title Company Of Skagit County  
Escrow Number: 120837-J

120837-S

LAND TITLE OF SKAGIT COUNTY

**QUIT CLAIM DEED**

Grantor: Donald Berg  
Grantee: Czesia Smith  
Abbreviated Legal: A ptm of N 1/4 SE 1/4 SE 1/4, 13-34-1 E W.M.

THE GRANTOR DONALD BERG for and in consideration of Release of the terms and conditions contained in that certain Decree of Dissolution entered April 22, 2004 in Skagit County Cause No. 03-3-00283-2 more particularly set forth on Exhibit "A" attached hereto (WAC #458-61A-203) conveys and quit claims to CZESIA SMITH formerly Czesia Berg, as her separate property the following described real estate, situated in the County of Skagit State of Washington, together with all after acquired title of the Grantor therein:

See attached legal description

Tax Parcel Number(s): P19355/340113-4-009-0106, P19356/340113-4-009-0205

Dated: June 5, 2006

#2826  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 07 2006

Donald Berg  
Donald Berg

Amount Paid \$  
By DL  
Skagit Co. Treasurer

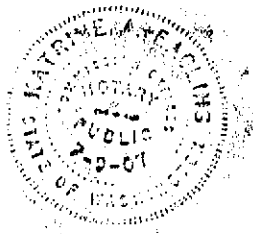
State of Washington  
County of Skagit ) SS:

I certify that I know or have satisfactory evidence that Donald Berg the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6/5/06

Katherine D. Eagling

Notary Public in and for the State of Washington  
Residing at: Anacortes  
My appointment expires: July 9, 2007



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**Exhibit A**

"The wife shall be awarded the residence located at 5960 Wild Rose Land (also known as 5960 Buttram Lane), Anacortes, Washington. The husband has made mortgage payments on said residence totaling \$50,000.00. The parties have agreed that the wife will reimburse the husband for making these payments while she resided in the home if the home is sold within 10 years of the date of this decree. The husband shall sign a quit claim deed to the wife for the real property. No interest shall accrue on the \$50,000.00. The wife's obligation to pay the \$50,000.00 shall be contingent upon her selling the house prior to 10 years from the entry of this decree of dissolution. So long as the wife continues to own the home, then she shall not be required to pay the \$50,000.00 to the husband. If the wife does not sell the home within 10 years from the date of the entry of the decree of dissolution, the wife's obligation to pay the husband shall be extinguished, and the wife will own the home free and clear of any lien or obligation to the husband. At the expiration of the ten-year period, the husband shall sign a release of the lien along with any other document necessary to remove the encumbrance against the real property awarded to the wife herein."



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PARCEL "A":

That portion of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Southeast corner of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 13;  
 thence North  $88^{\circ}12'56''$  West a distance of 250.01 feet along the South line of said North  $\frac{1}{2}$  to the true point of beginning;  
 thence North  $1^{\circ}15'18''$  East a distance of 255.01 feet;  
 thence North  $88^{\circ}12'56''$  West a distance of 262.69 feet;  
 thence South  $1^{\circ}26'12''$  West a distance of 255.00 feet;  
 thence East 263.51 feet along the South line of said North  $\frac{1}{2}$  to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Southeast corner of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 13;  
 thence North  $88^{\circ}12'56''$  West a distance of 250.01 feet to the Southeast corner of a tract conveyed to Bill J. Buttram, et ux, by deed dated April 5, 1976, recorded April 13, 1976, under Auditor's File No. 833257, records of Skagit County, Washington;  
 thence North  $1^{\circ}15'18''$  East along the East line of said Buttram tract and said East line extended North a distance of 348.52 feet;  
 thence South  $88^{\circ}12'56''$  East 250.01 feet to the East line of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 13;  
 thence South along said East line to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

An easement for ingress and egress and utilities, over, along, under and across a 60 foot strip of land lying within the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 34 North, Range 1 East, W.M., the centerline of which is described as follows:

Beginning at the Northeast corner of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;  
 thence South  $1^{\circ}15'18''$  West along the East line of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  a distance of 30.00 feet to the true point of beginning and the Easterly terminus of aforesaid centerline;



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## DESCRIPTION CONTINUED:

PARCEL "C" continued:

thence North 88°05'58" West, parallel with the North line of said Northeast ¼ of the Southeast ¼ of the Southeast ¼, a distance of 250.01 feet;  
 thence South 1°15'18" West, parallel with the East line of said Northeast ¼ of the Southeast ¼ of the Southeast ¼ a distance of 371.34 feet;  
 thence North 88°12'56" West, parallel with the South line of said Northeast ¼ of the Southeast ¼ of the Southeast ¼, a distance of 262.69 feet to the East line of the West 150.00 feet of the aforesaid Northeast ¼ of the Southeast ¼ of the Southeast ¼, said point being the Westerly terminus of the aforesaid centerline,

EXCEPT that portion lying within the boundaries of Parcels "A" and "B" above,

ALSO EXCEPT that portion of said easement lying North of the following described line:

Beginning at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 13, Township 34 North, Range 1 East, W.M., which corner is a distance of 1,311.68 feet North 1°15'18" East from the Southeast corner of Section 13, Township 34 North, Range 1 East, W.M.;  
 thence South 89°18'01" West 740.00 feet.

Situate in the County of Skagit, State of Washington.



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