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**LAWRENCE A. PIRKLE**  
**PO Box 1788**  
**Mount Vernon, WA 98273**  
**(360) 336-6587**

Skagit County Auditor

\$78.00

6/26/2015 Page

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7 12:49PM

DOCUMENT TITLE: Second Amendment to Lease Agreement

REFERENCE NUMBER(S): 201012230072

GRANTOR: Elisabeth W. Van Der Vis, Individually  
Elisabeth W. Van Der Vis, Trustee of the Van Der Vis  
Family Trust

GRANTEES: Biringer Nursery, L.P.

LEGAL DESCRIPTIONS:

ASSESSOR PARCEL / TAX ID NUMBERS:

P23192 / 340335-2-006-0006  
P23200 / 340335-4-003-0005  
P23191 / 340335-2-005-0007  
P23188 / 340335-2-003-0009  
P23178 / 340335-1-010-0002  
P23174 / 340335-1-008-0006  
P23172 / 340335-1-007-0007

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between ELISABETH W. VAN DER VIS, individually, and ELISABETH W. VAN DER VIS, Trustee of the VAN DER VIS FAMILY TRUST, (hereinafter collectively referred to as "Landlord") and BIRINGER NURSERY, L.P., a Washington Limited Partnership, (hereinafter referred to as "Tenant"), with reference to the following:

### RECITALS

A. Landlord and Tenant are parties to a Lease Agreement dated February 20, 2007 and a First Amendment to Lease Agreement dated December 16, 2010, (the "Lease"), with respect to that certain real property situated on 17310 Kamb Road, Mount Vernon, County of Skagit and State of Washington, as more particularly described on Exhibit A.

B. The current term of this Lease shall was initially set to expire on December 31, 2017.

C. Landlord and Tenant have agreed to extend the term of the Lease until December 31, 2026 and after December 31, 2026, for one additional one (1) year period if Tenant elects to extend as set forth below.

NOW THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree that the Lease shall be amended as follows:

### AGREEMENTS

1. The recitals set forth in Sections A through C above are acknowledged by the parties to be true and correct and are hereby incorporated as terms and conditions of this Agreement.

2. The Premises are comprised of approximately 170 farmable acres, as initially indicated/located on Exhibit B of the Original Lease. Tenant shall rent the entire parcel of property which is approximately 170 acres for the yearly total of \$51,000 payable on January 1st of each year, beginning January 1, 2016.

3. The Lease term shall be extended to December 31, 2026 as the ending date. The annual lease period shall continue to be from January 1 to December 31 of each year.

4. Provided that Tenant is not in breach or default of this Amendment or original Lease, beyond any cure period, then Landlord grants to Tenant a conditional right ("Option") to extend the term for one (1) additional year for only thirty (30) acres, with the rent set at \$13,500 (\$450 per acre), payable on January 1, 2027.

5. Tenant is permitted to trade acreage/sublease with another farmer, but Tenant shall remain solely responsible for the payment of rent and any damage to the farm caused by rotational farmers.

6. Except as modified herein, all other terms of the Lease remain the same. In the event of a conflict between this Amendment and the Lease, the terms of this Amendment Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, by their duly authorized officers, agents or other representatives as of the date first written above.

**LANDLORD:**

Elizabeth W. Van der Vis  
ELIZABETH W. VAN DER VIS, Trustee of the  
Van Der Vis Family Trust

6-2-15

Date

Elizabeth W. Van der Vis  
ELIZABETH W. VAN DER VIS, individually

6-2-15

Date

**TENANT:**

**BIRINGER NURSERY, L.P.**

By: Josef W Biringer  
JOSEF W. BIRINGER, General Partner

5-20-2015

Date

By: Mary Ann Biringer  
MARY ANN BIRINGER, General Partner

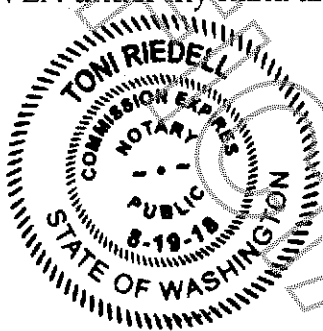
5-20-2015

Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that ELISABETH W. VAN DER VIS is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 2 day of June, 2015.



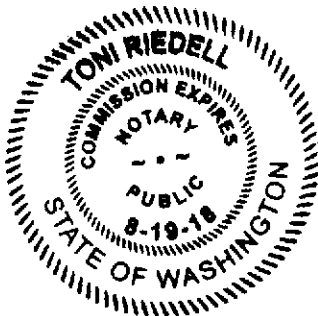
Toni Riedell  
(Notary's printed name)

Riedell  
NOTARY PUBLIC in and for the  
State of Washington,  
Residing at Bellingham  
My Commission expires: 8-19-18

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that ELISABETH W. VAN DER VIS is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the VAN DER VIS FAMILY TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 2 day of June, 2015.



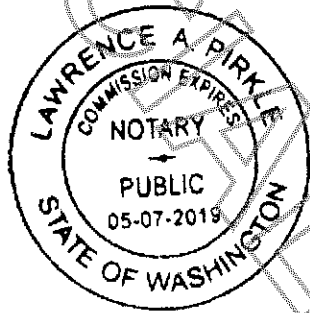
Toni Riedell  
(Notary's printed name)

Riedell  
NOTARY PUBLIC in and for the  
State of Washington,  
Residing at Bellingham  
My Commission expires: 8-19-18

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF SKAGIT       )

On this day personally appeared before me JOSEF W. BIRINGER and MARY ANN BIRINGER, to me known to be General Partners of BIRINGER NURSERY, L.P., a Washington Limited Partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said General Partners for the uses and purposes therein mentioned, and on oath stated that JOSEF W. BIRINGER and MARY ANN BIRINGER were authorized to execute said instrument on behalf of said Partnership.

GIVEN under my hand and official seal this 20<sup>th</sup> day of May, 2015.



Lawrence A. Pirkle  
(Notary's printed name)

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington,  
Residing at Mt. Vernon  
My Commission expires: 5-07-2019

## EXHIBIT "A"

- That portion of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  less county road and twenty foot strip to Drainage and Irrigation District 15 of Section 35, Township 34,, Range 3, W.M. (Tax Parcel No. P23192/340335-2-006-0006) (39.2 acres);
- That portion of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  excluding the west five (5) feet to ditch maintained by Drainage and Irrigation District No. 15 and Dike District No. 1 of Section 35, Township 34, Range 3, W.M. (Tax Parcel No. P23200/340335-4-003-0005) (40 acres);
- That portion of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  less the county road of Section 35, Township 34, Range 3, W.M. (Tax Parcel No. P23191/340335-2-005-0007) (39.4 acres);
- That portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Township 34 North, Range 3 East, W.M., described as follows: Beginning at a point on the East line of the County road running along the West line of said Section 35, said point, being 871.2 feet South of the South line of the County road running along the North line of said Section 35; thence North  $1^{\circ}42'37''$  E along said East line of the County road distance of 18.00 feet to the intersection of said East line and an existing fence running East and West; thence South  $87^{\circ}55'25''$  East along said fence- 170.84 feet thence continuing along said fence and said fence extended South  $88^{\circ}03'21''$  East 826.12 feet to the intersection of said fence with the West line of the East 10 acres of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; thence South  $0^{\circ}40'40''$  West along said West line of the East 10 acres 10.53 feet; thence North  $88^{\circ}27'35''$  West 997.14 feet to the point of beginning. (Tax Parcel No. P23188/340335-2-003-0009) (11.37 acres);
- That portion of the South sixty (60) rods of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 35, Township 34, Range 3, W.M. (Tax Parcel No. P23178/340335-1-010-0002) (29.5 acres);
- That portion of the North 19 rods of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 35, Township 34, Range 3, W.M. excluding the East 335 feet (Tax Parcel No. P23174/340335-1-008-0006) (6.86 acres);
- That portion of the South  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  located in Section 35, Township 34,, Range 3, W.M. less the ditch belonging to Drainage

and Irrigation District and Dike District No. 1 less the East 335 feet thereof  
(Tax Parcel No. P23172/340335-1-007-0007) (13.9 acres).

Situate in the County of Skagit, State of Washington.