



201511120009

Skagit County Auditor \$80.00
11/12/2015 Page 1 of 8 10:28AM

When recorded return to:

Craig Sjostrom
1204 Cleveland Ave.
Mount Vernon, Washington 98273

Lease

Grantors: (1) Nick Cecotti
(2) Sandra Cecotti

Grantee: (1) Henry Vander Veen
(2) Anjean Vander Veen

Legal Description: E 37 rds SW ¼ SE ¼ 10-34N-3EWM

Assessor's Property Tax Parcel or Account Nos.: P21364

Reference Nos of Documents Assigned or Released: N/A

RESIDENTIAL LEASE

1. **PARTIES - PURPOSE - LEGAL DESCRIPTION OF PREMISES.** The parties to this agreement are Nick Cecotti and Sandra Cecotti, h/w, called "Landlord", and Henry Vander Veen and Anjean Vander Veen, h/w, called "Tenants". The term "Tenants" shall also include the survivor of Henry Vander Veen and Anjean Vander Veen, should one of them pass away during the term of this Lease.

Landlord leases to Tenants the residence, garden area, machine shop and equipment shed, located at 15673 SR 536, Mount Vernon, WA 98273, within the property legally described as follows:

See Attached Exhibit A

upon the following terms and conditions:

- Fifteen* ~~ten~~ *Nov. 01*
2. **TERM.** This agreement is for a term of *15* years, commencing on *Nov. 01*, 2015.
3. **RENT/ OTHER CHARGES.** The consideration for this Lease is the purchase by Landlord of the property described herein from Tenants. No other rent or periodic payments shall be required.
4. **UTILITIES.** Tenants shall pay for all utilities supplied to the premises.
5. **NO SUBLEASE.** Tenants shall not sublet or assign this lease or any part thereof, nor shall this lease be assignable by operation of law.
6. **Tenants'S OBLIGATIONS.**
- Tenants shall keep the premises in a clean and sanitary condition.
 - Tenants shall properly dispose of all rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and shall assume all costs of extermination and fumigation for infestation caused by Tenants.
 - Tenants shall properly use and operate all heating and cooking appliances, plumbing facilities and all other fixtures and appliances.
 - Tenants shall not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, appliances, facilities, equipment, furniture, furnishings, nor permit any other person to do so.
 - Tenants shall not permit a nuisance or commit waste.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 12 2015

7. **MAINTENANCE OF PREMISES.** Tenants shall mow the grass and lawn and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and keep the sidewalk surrounding the premises free and clear of all obstructions; Tenants shall replace in workmanlike manner all glass and doors broken during occupancy; Tenants shall use due care against the freezing of water pipes and the stoppage of waste pipes and, if the same become frozen or clogged by reason of Tenants's neglect, Tenants shall repair the same at Tenants's expense, and Tenants shall be responsible for all damage caused thereby.
8. **ALTERATIONS.** Tenants shall make no alterations or cause to be done any alterations, to said premises without the prior written consent of Landlord. Any alterations performed by Tenants or their agents, servants or employees shall comply with all applicable building, fire, plumbing, electrical or other codes or regulations. Tenants shall obtain all necessary permits at their expense prior to the commencement of work, and shall comply with the applicable permitting requirements. Tenants shall hold Landlord harmless from any liability or obligation resulting from the alterations performed.
9. **LIENS.** Tenants shall not allow any liens or other charges to be placed against the property, and shall immediately cause such liens or other charges to be satisfied and removed as an encumbrance.
10. **USE OF PREMISES.** Tenants shall not use the premises for any illegal purpose. Tenants agrees to conform to all applicable codes, ordinances and statutes. The premises are not to be used for any business activity, specifically including as a day care facility.
11. **LANDLORD'S OBLIGATIONS.**
- a. Landlord shall immediately notify Tenants of any change in Landlord's address.
 - b. Landlord shall maintain all structural components in good repair and maintain the premises in a reasonably weather-tight condition.
12. **LANDLORD'S ACCESS TO PREMISES.** Landlord shall have the right of access to the premises for the following purposes:
- a. Repairs, alterations or improvements.
 - b. To supply services.
 - c. To exhibit or display the premises to workmen, contractors, or any other person(s) having a legitimate interest in the same. Access shall be at reasonable times, except in the case of emergency or abandonment.
13. **TERMINATION/ SURRENDER OF PREMISES.** This lease shall terminate upon any of the following events taking place:

- UNNOTIFIED
- a. Upon the Tenants (or the survivor of them) giving of 90 days written notice to that effect to Landlord.
 - b. Upon both of the Tenants passing away.
 - c. Upon both of the Tenants permanently ceasing to reside in the premises.

In the case of either (b) or (c), the Tenants or their agent(s) or successors shall have 30 days to remove all of the Tenants' personal property from the premises.

14. **APPLIANCES.** Any appliances provided by Landlord (included but not limited to range, refrigerator, washer/dryer, freezer, etc.) shall be maintained in working order by Tenants. Tenants shall promptly repair or replace any such appliance that is damaged or rendered inoperable by Tenants' intentional or negligent acts. Landlord shall be under no obligation to repair, replace or upgrade any such appliance, and reserves the right to remove any such appliance upon the giving of fourteen days written notice to Tenants. This paragraph does not apply to fixtures, such as the water heater, furnace, or built-in appliances, or any system that Landlord is required by applicable law to provide or maintain.
15. **SMOKE DETECTOR.** The residence is equipped with ___ smoke detector(s). Landlord has ensured that the detectors are in working order as of the date Tenants takes possession of the premises. Tenants is required to maintain the detector(s) in proper operating condition as stated by RCW 48.48.140, subject to the civil penalty as set forth therein of not more than \$200.
16. **INDOOR MOLD.** Tenants acknowledges receipt of information as promulgated by the Washington Department of Health concerning indoor mold, as required by RCW 59.18.060 (12).
17. **TENANTS' PROPERTY.** Landlord shall not be responsible for damage to or loss of Tenants' personal property, nor shall Landlord be liable to any injury or damage suffered by anyone resulting from defects with the premises, unless caused by or due to the negligence or intentional act of Landlord.
18. **HOLD HARMLESS.** Tenants agrees to hold harmless Landlord from all damages of any and every kind whatsoever that may be claimed or may arise by reason of any accident on, in or about the leased premises, or from the Tenants' use or occupation of the leased premises and areas adjacent thereto, or caused by the acts or negligence of the Tenants or any agent, servant, or employee of the Tenants. Tenants agrees to defend and hold Landlord harmless from any and all liability or expense, including expense of litigation, in connection with any such items of actual or alleged injury or damage.
19. **NOTICES.** All notices provided for herein shall be given personally or by certified mail, return receipt requested, to the party's address stated below or to such other address as a party may designate by notice. Notice shall be deemed given at the date the letter is sent.

20. **COSTS AND ATTORNEY FEES.** If, by reason of any default or breach on the part of either party in the performance of any provisions of this agreement a legal action is instituted, the non-prevailing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease/ option shall be Skagit County, Washington.
21. **INTEGRATION.** There are no other verbal or other agreements which modify or affect this agreement.
22. **TIME.** Time is of the essence of this agreement.
23. **NO WAIVER.** Failure of either party to enforce rights or seek remedies upon any default with respect to any obligation of this agreement shall not constitute a waiver by either of the parties hereto of any other breach of any term, covenant or condition, or any subsequent breach.
24. **SEVERABILITY.** If any portion of this agreement is declared null and void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
25. **CONSTRUCTION.** This agreement shall be construed under the laws of the State of Washington.
26. **EMINENT DOMAIN.** If more than twenty-five per cent (25%) of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this agreement. In that event, Tenants shall be entitled to a refund of all funds paid to Landlord under this Agreement, except for rentals for months prior to the date of the taking or appropriation.
27. **REVIEW.** This agreement was drafted by the attorney for Tenants. No specific construction shall be applied to any term or provision of this agreement that may otherwise arise due to the identity of the drafting party. Both parties acknowledge that they have had a full opportunity to have this agreement reviewed by independent counsel of their own choosing prior to the execution hereof.

DATED this 28 day of AUGUST, 2015.



NICK CECOTTI



SANDRA CECOTTI



HENRY VANDER VEEN

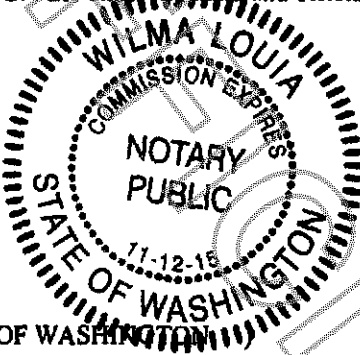


ANJEAN VANDER VEEN

STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

On this day personally appeared before me Nick Cecotti, to me known to be one of the individuals 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 28th day of AUGUST, 2015.

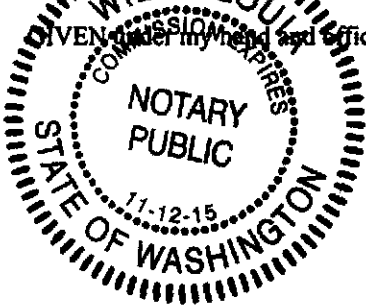


Wilma Louia
NOTARY PUBLIC in and for the State of Washington, residing at
BURLINGTON
My commission expires: 11-12-15
Name: WILMA LOUIA

STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

On this day personally appeared before me Sandra Cecotti, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of AUGUST, 2015.



Wilma Louia
NOTARY PUBLIC in and for the State of Washington, residing at
BURLINGTON
My commission expires: 11-12-15
Name: WILMA LOUIA

STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

On this day personally appeared before me Henry Vander Veen, to me known to be one of the individuals 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 31st day of AUGUST, 2015.

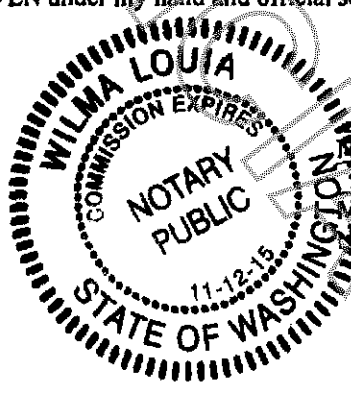
Wilma Louia
NOTARY PUBLIC in and for the State of Washington, residing at
BURLINGTON
My commission expires: 11-12-15
Name: WILMA LOUIA



STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Anjean Vander Veen, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of AUGUST, 2015.



Wilma Louia
NOTARY PUBLIC in and for the State of Washington, residing at
BURLINGTON
My commission expires: 11-12-15
Name: WILMA LOUIA

UNOFFICIAL DOCUMENT

EXHIBIT "A"

Order No.: 620024975A

For APN/Parcel ID(s): P21364 / 340310-4-005-0002

The East 37 rods of the Southwest Quarter of the Southeast Quarter of Section 10, Township 34 North, Range 3 East, W.M.

Except State Highway right-of-way along the South line thereof
And Except ditch rights of way.

Situated in Skagit County, Washington.