

MINI-LEASE AGREEMENT

THIS MINI-LEASE AGREEMENT made and entered into this _____ day of _____, 2016, by and between FODE LAND COMPANY, LLC, a Washington Limited Liability Company, hereinafter referred to as "FODE LAND," and RON L. FODE and ROBIN M. FODE, husband and wife, hereinafter referred to as "RON AND ROBIN."

WHEREAS, FODE LAND owns Section 3, Township 19 North, Range 29 E.W.M., Grant County, Washington, more particularly described on attached Exhibit "A," and

WHEREAS, RON AND ROBIN own property located in Sections 1 and 2, Township 19 North, Range 29 E.W.M., Grant County, Washington, more particularly described on attached Exhibit "B," and

WHEREAS, a mini-half circle and mini-full circle (hereinafter "mini-circles") have been installed upon Sections 2 and 3 to irrigate their respective properties, and

WHEREAS, FODE LAND and RON AND ROBIN desire to set forth their agreement as to who will own, repair, maintain, replace, lease and farm the mini-circles,

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, FODE LAND and RON AND ROBIN agree as follows:

1. **PROPERTY:** FODE LAND and RON AND ROBIN agree that they share ownership of the pivots, pumps and panels to irrigate the mini-half circle and mini-full circle shown on attached Exhibit "C" pro-rata in accordance with property irrigated by the mini-circles as shown on attached Exhibit "C".

2. **REPAIRS AND MAINTENANCE:** FODE LAND and RON AND ROBIN agree that all expenses to be repair, maintain and/or replace the pivots, pumps and panels used to irrigate the mini-half circle and mini-full circle shown on attached Exhibit "C" shall be shared pro-rata in accordance with the irrigable acres as shown on attached Exhibit "C."

3. **RENTAL:** FODE LAND and RON AND ROBIN agree that prior to irrigation season, each shall meet and agree upon who will rent and farm the mini-circles including agreement as to the term of lease, crops to be grown in accordance with a customary potato rotation, isolation of crops, and fair market rental to be paid. In order to establish rent, RON AND ROBIN shall offer fair market rental for portions of the mini-circles owned by FODE LAND. FODE LAND shall have the right to counteroffer in 10% increments to which RON AND ROBIN may counteroffer until the high bidder is determined.

4. **PROPERTY TAX:** Each owner of property irrigated by the mini-circles shall pay the real estate taxes on its property.

5. **POWER AND WATER:** The high bidder lessee of the mini-circles shall pay all power and water charges to lease the mini-circles.

6. **BINDING:** This Agreement shall be binding upon the heirs, successors in interest and assigns of the parties hereto.

7. **VENUE:** The venue of any action brought to enforce the terms and conditions of this Agreement shall be in Grant County, Washington. The prevailing party in any litigation shall be entitled to reasonable attorney fees and costs.

FODE LAND COMPANY, LLC, a Washington
Limited Liability Company,

By: ROY V. FODE
Title: Member

By: PATTY G. FODE
Title: Member

RON L. FODE

ROBIN M. FODE

STATE OF WASHINGTON)
) ss. LIMITED LIABILITY COMPANY
COUNTY OF _____) ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this ____ day of _____, 2016, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared ROY V. FODE, to me known to be a member of FODE LAND COMPANY, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Print Name) _____
Notary Public in and for the State
of Washington, Residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss. LIMITED LIABILITY COMPANY
COUNTY OF _____) ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this ____ day of _____, 2016, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared PATTY G. FODE, to me known to be a member of FODE LAND COMPANY, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Print Name) _____
Notary Public in and for the State
of Washington, Residing at _____
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTIONS

FODE LAND COMPANY

All of Section 3, Township 19 North, Range 29 E.W.M.,
records of Grant County, Washington.
(Parcel No.: 18-0149-000)

EXHIBIT "B"

LEGAL DESCRIPTIONS

RON L. and ROBIN M. FODE

TRACT 1:

The Northwest Quarter of Section 2, Township 19 North, Range 29 E.W.M., records of Grant County, Washington.
(Parcel No.: 18-0145-000)

TRACT 2:

The Southwest Quarter of Section 2, Township 19 North, Range 29 E.W.M., records of Grant County, Washington.

TOGETHER WITH a 15 foot water pipeline easement from the intersections of Roads "6" and "O" NE which is the Northwesterly corner of the Northwest Quarter to center of Section 3, Township 19 North, Range 29 E.W.M., and then runs directly East from the center of said Section 3, Township 19 North, Range 29 E.W.M., until the pipeline adjoins the Western border of Section 2, Township 19 North, Range 29 E.W.M., records of Grant County, Washington, recorded June 15, 2005, under Auditor's File No. 1171034.
(Parcel No.: 18-0147-000)

TRACT 3:

The most Westerly 200 acres of the following described land lying in Section 1, Township 19 North, Range 29 E.W.M., except that portion of the North Half of Section 1 lying Northerly of the following described line:

Beginning at a point on the East line of said Section 1, a distance of 800 feet South of the East Quarter corner; thence Northwesterly on a straight line to a point on the West line of said Section 1, a distance of 400 feet North of the West Quarter corner and the terminus of said line.

AND EXCEPTING further that portion of the South Half of Section 1, lying Northerly of the following described line:

Beginning at a point on the East line of said Section 1, a distance of 800 feet South of the East Quarter corner; thence Northwesterly on a straight line to a point on the West line of said Section 1, a distance of 400 feet North of the West Quarter corner and the terminus of said line.
(Parcel No.: 18-0143-001)

EXHIBIT "C"

**MAP OF MINI-CIRCLES and
IRRIGABLE ACRES**

See attached One (1 Page)

