

Return to:

SCHACHT & HICKS  
Attorneys at Law  
P. O. Box 1165  
Mount Vernon, WA 98273

7/1/94

9407010086

ASSIGNMENT  
OF  
RESIDENTIAL RENTAL AGREEMENT

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

94 JUL -1 P2:42

THIS ASSIGNMENT is made on June 30, 1994, by SARAH ROSS FORSTER, formerly SARAH C.B. ROSS, a married woman acting with respect to her separate property, hereinafter "Assignor", to EUGENE B. KAHN, hereinafter "Assignee".

RECORDED  
REQUEST OF

For and in consideration of the sum of Thirty thousand and 00/100s (\$30,000.00) dollars, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee individually, and not as an officer or shareholder of CASCADIAN FARM, INC., a Washington corporation which holds the underlying real property ownership. The Assignor's rights are derived from a Residential Rental Agreement made the 13th day of June, 1986, between Assignee and Assignor, covering premises identified as an apartment constructed on the upper level of a barn equipped for vegetable and fruit processing and storage.

The Assignee shall have and hold the rights granted under the Residential Rental Agreement for the remaining term of the lease which shall end not later than May 1, 2085, subject to the covenants, conditions and provisos in the June 13, 1986 Residential Rental Agreement.

Assignor hereby covenants and represents that the assigned lease is free from encumbrances or defects, except for cost incurred for the extension of Puget Power electric utility service to the barn and apartment and the improvement of water

Assignor and Assignee agree that no liability for such

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

9407010086

1

JUL 1 1994

BK1348PG0492

Amount Paid \$ 132.70  
Skagit County Treasurer  
Deputy

utility extension costs shall be charged against the Thirty thousand and 00/100s (\$30,000.00) dollar purchase price and Assignee agrees to assume and pay such cost for utility service extension, metering or conversion of the apartment for receipt of utility services.

The foregoing assignment is subject to the following further terms and conditions:

1. The total purchase price shall be due in cash at closing. "Closing" shall be defined as the date when funds deposited by Assignee with the closing agent are ready for disbursement and the Assignment of Lease document has been signed by Assignor and approved by Assignee, together with any instructions agreed to by the parties and not set forth in this Lease Assignment.

2. That the current tenant, Dana Barton, shall be given thirty (30) days notice to vacate the premises on or before July 1, 1994, and all rents accrued after June 30, 1994, shall be payable to Assignee. Assignor promises and warrants that the tenancy will be terminated and the costs of any proceedings to evict the tenant(s) shall be paid by Assignor in the event that the tenant does not promptly surrender the premises in accordance with the schedule set forth herein.

3. Assignor shall be entitled to the refrigerator, kitchen stove, book shelves, built-in kitchen table, interior French doors, furniture and personal effects presently on the premises. Assignee shall receive, in their present condition, the attached

cabinets, floors, walls, light fixtures, hot water and plumbing fixtures, heating units and all those improvements referred to as Exhibit "B" in the June 13, 1986 Residential Rental Agreement. The personal property referred to in this paragraph shall be removed by Assignor on or before July 1, 1994, but in any event not later than surrender of the premises by Dana Barton.

4. Assignee agrees to assume, pay, and hold Assignor harmless from future utility charges after surrender of the premises by Dana Barton and Assignor.

5. This Assignment shall be a full and complete settlement of all claims between Assignor and Assignee with respect to the subject matter.

6. CASCADIAN FARM, INC., as successor owner of the barn in which the apartment premises are located, has consented to this assignment as a valid exercise of the right of assignment set forth in paragraph 7 of the Residential Rental Agreement.

7. Assignor warrants, represents and promises that there are no claims, liens, judgments or demands impairing or in any way limiting Assignor's title to the leasehold estate and declares that she will indemnify and hold harmless the Assignee from any such claims or demands, except as specifically set forth in the foregoing Assignment of Lease.

IN WITNESS WHEREOF, Assignor has signed and acknowledged this instrument on the 16 day of June, 1994.

Sarah Ross Forster  
SARAH ROSS FORSTER, Assignor

9407010086

3

BK1348PG0494

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me SARAH ROSS FORSTER to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 16 date of June, 1993 /94 mcs

Mary C. Bourne  
Notary Public in and for the  
State of Washington, residing  
at: Utopia National Bank

My Commission Expires: 2/10/95

9407010086

BK1348PG0495

An apartment located within the Cascadian Farm barn and on its upper story, the said barn being located on a parcel of land described as follows:

The South 130 feet of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 35 North, Range 10 East, W. M. EXCEPT that portion of the said South 130 feet lying East of a North-South line 41 feet East of the Southeast corner of a concrete loading dock attached to the Cascadian Farm barn at its Southeast corner and 55 feet East of the Northeast corner of the Cascadian Farm barn foundation. ALSO EXCEPT that portion of the said South 130 feet lying West of a North-South line 15 feet West of and parallel to the concrete shop floor running along the West end of the said Cascadian Farm barn, the said boundary adjustment parcel being 20,800 square feet, more or less, and SUBJECT TO THE RESERVED RIGHT of the Grantors, their heirs and assigns to a right of way for ingress, egress and utility service over, along and across the roadway built by Cascadian Farm in 1985 up to a maximum of 20 feet on either side of its centerline which crosses the East end of the described parcel and also traverses the North edge of the said parcel in an East-West direction, provided that no part of the right of way reserved shall encroach upon the existing barn which lies along the South edge of the described parcel.

The rights of Landlord and Tenant are more fully described in a Residential Rental Agreement dated June 13, 1986.

EXHIBIT "A"

9407010086

8608050052

vol. 660 nuz327

BK1348PG0496

1986