

103  
13-  
KATHY HILL  
SKAGIT COUNTY AUDITOR

97 MAY -7 AM:17

**RETURN ADDRESS:**

David J. Dove, Esq.  
Ryan, Swanson & Cleveland, PLLC  
1201 Third Avenue, Suite 3400  
Seattle, WA 98101-3034

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

**97C507C012**

LAND TITLE COMPANY OF SKAGIT COUNTY

T-80457

**ASSIGNMENT AND ASSUMPTION  
OF GROUND LEASE**

**GRANTOR:** SKAGIT RETIREMENT APARTMENTS

**GRANTEE:** SKAGIT/EDGEWOOD RETIREMENT APARTMENTS PARTNERSHIP

**ABBREVIATED LEGAL DESCRIPTION:** Ptn. of NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , Sec. 27, T35N,  
R4E (See Page 6 for full legal  
description)

**ASSESSOR'S TAX PARCEL NO.:** 5000097

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Assignment") is made this 7<sup>th</sup> day of May, 1997, by and between SKAGIT RETIREMENT APARTMENTS, a Washington general partnership ("Assignor"), and SKAGIT/EDGEWOOD RETIREMENT APARTMENTS PARTNERSHIP, a Washington general partnership ("Assignee").

**RECITALS:**

A. Assignor is the lessee under that certain Ground Lease Agreement dated November 15, 1991, between Public Hospital District 304, Skagit County, Washington, as lessor ("Lessor"), and Assignor, as lessee (the "Lease"). A Memorandum of the Lease was recorded under Skagit County Auditor's File No. 9302050096.

B. The Lease provides for the lease by Lessor to Assignor of certain real property commonly known as the Skagit Retirement Apartments located in the City of Sedro Woolley, County of Skagit, State of Washington, which property is more

0125370.01  
April 25, 1997

- 1 -

**970507C012**

BK1659PG0250

particularly described on Exhibit A attached hereto and incorporated herein by this reference.

C. Assignor and Assignee are desirous that Assignor assign all of its right, title and interest as lessee under the Lease to Assignee.

NOW, THEREFORE, for and in consideration of the Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease. Effective on the Effective Date (defined below), Assignor does hereby sell, assign, transfer, set over and deliver to Assignee any and all of its interest and right in and to the Lease, together with the tenements, hereditaments, appurtenances and easements thereto, at the rental and upon the terms and conditions contained in the Lease, together with any and all extensions and renewals thereof.

2. Assumption of Lease. Assignee hereby accepts the assignment of the Lease and assumes, covenants and agrees to observe, perform and discharge, duly and punctually, all of the obligations, terms, covenants, conditions and warranties of the Lease on the part of the lessee thereunder to be kept, observed and performed on and after the Effective Date.

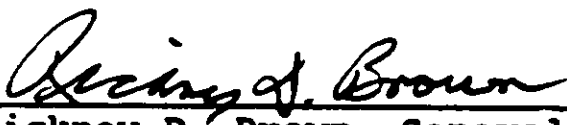
3. Effective Date. As used herein, "Effective Date" shall mean May 7<sup>th</sup>, 1997.

4. Binding of Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

"ASSIGNOR"

SKAGIT RETIREMENT APARTMENTS,  
a Washington general partnership

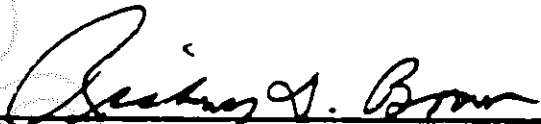
By:   
Rickney D. Brown, General Partner

By:   
Steven M. Brown, General Partner

"ASSIGNEE"

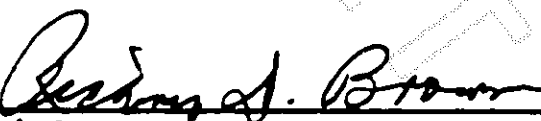
SKAGIT/EDGEWOOD RETIREMENT APARTMENTS  
PARTNERSHIP, a Washington general  
partnership


By: SKAGIT RETIREMENT APARTMENTS,  
a Washington general partnership

By:   
Rickney D. Brown,  
General Partner

By:   
Steven M. Brown,  
General Partner

By: EDGEWOOD RETIREMENT APARTMENTS,  
a Washington general partnership

By:   
Rickney D. Brown,  
General Partner

By:   
Steven M. Brown,  
General Partner

STATE OF WASHINGTON       )  
                                  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that  
RICKNEY D. BROWN and STEVEN M. BROWN are the persons who  
appeared before me, and said persons acknowledged that they  
signed this instrument, on oath stated that they were  
authorized to execute the instrument and acknowledged it as

the general partners of SKAGIT RETIREMENT APARTMENTS, to be the free and voluntary act and deed of said partnership, for the uses and purposes mentioned in the instrument.

2nd WITNESS my hand and official seal hereto affixed this day of May, 1997.



Cynthia D. Heyd  
(Print name) Cynthia D. Heyd  
Notary Public in and for the  
State of Washington.  
My appointment expires 10/9/99.

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that RICKNEY D. BROWN and STEVEN M. BROWN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as general partners of SKAGIT RETIREMENT APARTMENTS, as a general partner of SKAGIT/EDGEWOOD RETIREMENT APARTMENTS PARTNERSHIP, to be the free and voluntary act and deed of said partnership, for the uses and purposes mentioned in the instrument.

2nd WITNESS my hand and official seal hereto affixed this day of May, 1997.

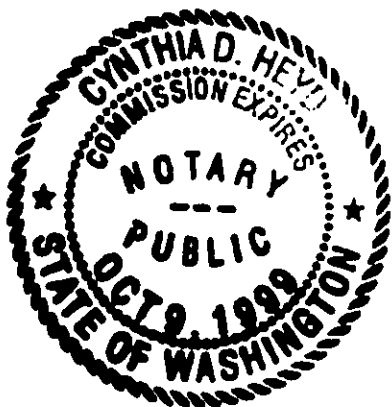


Cynthia D. Heyd  
(Print name) Cynthia D. Heyd  
Notary Public in and for the  
State of Washington.  
My appointment expires 10/9/99.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that RICKNEY D. BROWN and STEVEN M. BROWN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as general partners of EDGEWOOD RETIREMENT APARTMENTS, as a general partner of SKAGIT/EDGEWOOD RETIREMENT APARTMENTS PARTNERSHIP, to be the free and voluntary act and deed of said partnership, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 2<sup>nd</sup> day of May, 1997.



Cynthia D. Heyd  
(Print name) Cynthia D. Heyd  
Notary Public in and for the  
State of Washington.  
My appointment expires 10/1/99.

**EXHIBIT A**

The North 356.64 feet of the West 450 feet of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 35 North, Range 4 East, W.M., EXCEPT the West 30 feet for Collins Road;

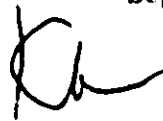
TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over and across that portion of Hospital Drive lying within said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and lying South of the above described premises, EXCEPT any portion lying South of the North line of the South 250 feet of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ .

Situate in the County of Skagit, State of Washington.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

**MAY - 7 1997**

Amount Paid \$  
Skagit County Treasurer  
By: Deputy



0125370.01  
April 25, 1997

- 6 -

**9705070012**

**BK1659PG0255**