

Return Address:



200405180119

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

111373-T

Document Title(s) (for transactions contained therein):

1. Assignment of Leases
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page of documents(s))

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Grantor(s)

1. Safeway Inc
- 2.
- 3.
- 4.

MAY 18 2004

Amount Paid \$0
Skagit Co. Treasurer
By *[Signature]* Deputy

Additional Names on page of document.

Grantee(s)

1. Sang In Yun
- 2.
3. Wha J Yun
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

Lot 1D MV Binding Site Plan MV 1-94

18-34-4

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

8005-000-001-0403

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

1
2
3
4 **ASSIGNMENT OF LEASES**
5

6
7 **THIS ASSIGNMENT OF LEASES** ("Assignment") is made as of this 14th day of
8 May, 2004, by and between **SAFEWAY INC.**, a Delaware corporation
9 ("Assignor"), and **SANG IN YUN AND WHA J. YUN**, husband and wife (together, "Assignee").
10

11 **RECITALS**
12

13 A. Assignor, as landlord, leases to those five (5) tenants listed on Exhibit B, as
14 "Tenants", pursuant to those certain leases, also set forth on Exhibit B, as such have been amended
15 and supplemented (collectively, the "Leases"), those certain retail spaces existing at the premises
16 located at and commonly known as 315-323 College Way, Mt. Vernon, Washington, as further
17 described on Exhibit A ("Premises"). Assignee has been provided with a complete and correct
18 copy of the Leases.

19 B. Assignor and Assignee are parties to that certain Agreement of Purchase and Sale
20 and Joint Escrow Instructions dated May 19, 2004 (the "Agreement"). The Agreement pertains to
21 the Premises.
22

23 C. Pursuant to the terms of the Agreement, the Premises is subject to the terms of that
24 certain Use Restriction, as defined in the Agreement.

25 D. Pursuant to the terms of the Agreement, Assignor desires to assign, and Assignee
26 desires to assume, all of Assignor's interest in the Premises, including Assignor's interest as
27 landlord in the Leases, on the terms and conditions contained in the Agreement. All of Assignor's
28 right, title and interest in the Premises and the Leases, including without limitation all of Tenant's
29 right, title and interest, if any, in and to any and all improvements contained within the Premises,
30 are hereinafter together called the "Property."

31 **ASSIGNMENT**

32 NOW, THEREFORE, in consideration of the above Recitals and for other good and
33 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor
34 and Assignee agree as follows:

35 1. **Assignment.** From and after the "Effective Date" (defined later), Assignor hereby transfers,
36 sets over and assigns to Assignee all right, title and interest of Assignor in and to the Property, to
37 have and to hold the same to Assignee, its successors and assigns forever; subject, however, to each
38 and every provision of the Use Restriction and the Leases as hereinafter provided.
39

40 2. **Acceptance of Assignment.** From and after the Effective Date, Assignee accepts the within
41 assignment and agrees to assume, perform, and discharge all of the covenants, terms, conditions
42 and provisions to be kept, observed and performed by Assignor as landlord under the Leases.
43 Nothing herein shall obligate Assignee to assume or pay any rent, fee, charge, expense or
44 adjustment attributable to any obligations of Assignor under the Leases which shall have arisen or
45 accrued prior to the Effective Date.
46



1 **3. Effective Date.** This Assignment shall be effective as of the date first written above
2 ("Effective Date").
3

4 **4. Notice.** Any notice, request, instruction or other document to be given hereunder by either
5 party to the other shall be in writing and delivered as provided in the Agreement.
6

7 **5. Entire Agreement.** This Assignment, the Use Restriction, and the Agreement set out the
8 entire agreement between the parties with respect to the Premises and the Leases.

9 **6. Governing Law.** This Assignment shall be construed and interpreted and the rights of the
10 parties determined in accordance with the laws of the State of Washington (without reference to the
11 choice of law provisions of Washington law) and provided further that with respect to matters of
12 law concerning the internal corporate affairs of any corporate entity which is a party to or the
13 subject of this Assignment, and as to those matters, the law of the jurisdiction under which such
14 entity derives its powers shall govern; provided, however, that title matters and the effectiveness of
15 any conveyance to be made pursuant hereto shall be controlled by the law of the State of
16 Washington.
17

18 **7. Waiver of Jury Trial.** Assignor and Assignee desire and intend that any disputes arising
19 between them with respect to or in connection with this Assignment be subject to expeditious
20 resolution in a court trial without a jury. Therefore Assignor and Assignee each hereby waive the
21 right to a trial by jury of any cause of action, claim, counter claim or cross complaint in any action,
22 proceeding or other hearing brought by either Assignee against Assignor or Assignor against
23 Assignee on any matter whatsoever arising out of, or in any way connected with, this Assignment,
24 the relationship of Assignor and Assignee concerning the subject matter of this Assignment, or the
25 documents related thereto or any claim of injury or damage, or the enforcement of any remedy
26 under any statute, law, ordinance, rule or regulation now or hereafter in effect concerning such
27 agreements.

28 **8. Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings
29 given to such terms in the Agreement.

30 **9. Headings.** The headings contained in this Assignment are for reference purposes only and
31 shall not affect in any way the meaning or interpretation of this Assignment.

32 **Rest of Page Intentionally Left Blank.**



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1
2 10. **Amendment.** No modification, waiver, termination, rescission, cancellation or amendment of
3 any provisions of this Assignment shall be binding upon any party hereto unless in writing and
4 signed by such party. No waiver of any provision in this Assignment, or the breach hereof, shall be
5 construed as containing a waiver or shall constitute a waiver of any other provision or breach.

6 11. **Counterparts.** This Assignment and all present and future amendments hereto may be
7 executed in counterparts, each of which shall be fully effective as an original, all of which shall
8 constitute only one instrument.

9 IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly
10 executed on behalf of each of them respectively, by their respective officers thereunto duly
11 authorized, in multiple originals, all as of the day and year first above written.

12
13 **ASSIGNOR:**
14 **SAFEWAY INC.,**
15 a Delaware corporation

16
17 By: Ann C. Elliott
18 Assistant Vice President

19
20 By: [Signature]
21 Assistant Secretary

22
23 Date: April 29, 2004

24
25 Form approved ae

26
27 **ASSIGNEE:**

28
By: [Signature]
SANG IN YUN

By: [Signature]
WHA J. YUN

Date: April 22, 2004

(Acknowledgments on following pages)



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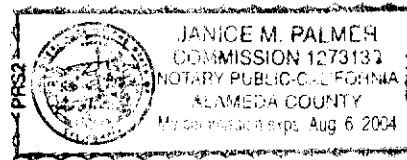
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On April 29, 2004, before me, Janice M. Palmer, Notary Public, personally appeared Ann Elliott and Jerome P. Harrison, personally known to me (or proved on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Janice M. Palmer
Signature



(Seal)



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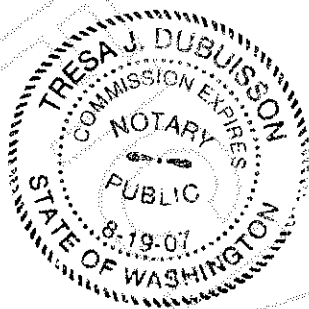
STATE OF WASHINGTON

COUNTY OF KING

SS.

On this day personally appeared before me SANG IN YUN and wife, WHA J. YUN, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official this 22nd day of April, 2004.



Tresa J. Dubuisson
Name: Tresa J. Dubuisson

NOTARY PUBLIC in and for the State of
Washington
Residing at Seattle, Washington
My appointment expires: 8-19-07



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EXHIBIT A TO ASSIGNMENT

Legal Description of Premises

LOT 1D OF CITY OF MT. VERNON BINDING SITE PLAT NUMBER MV 1-94 BSP,
AS APPROVED MAY 31, 1994, UNDER AUDITOR'S FILE NO. 9405310129,
RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE
NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST
OF WILLAMETTE MERIDIAN.



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EXHIBIT B TO ASSIGNMENT
Schedule Of Tenants And Leases

1. Skippers Inc., Tenant

Facility No. 5683-02, 323 East College Way, Mount Vernon, WA

Lease dated 05/02/75, as amended and supplemented

2. College Way Chiropractic, Tenant

Facility No. 5683-03, 323-A East College Way, Mount Vernon, WA

Shop Lease dated 02/23/00, as amended and supplemented

3. Checks Into Cash, Tenant

Facility No. 5683-04, 323-B East College Way, Mount Vernon, WA

Commercial Shop Lease dated 07/17/01, as amended and supplemented

4. Subway Real Estate Corporation, Tenant

Facility No. 5683-05, 323-C East College Way, Mount Vernon, WA

Shopping Center Lease dated 04/01/90, as amended and supplemented

5. Ken's Cameras, Tenant

Facility No. 5683-05, 323-C East College Way, Mount Vernon, WA

Commercial Shop Lease dated 01/01/97, as amended and supplemented



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