



200604190122

Skagit County Auditor

Return Address:

4/19/2006 Page

1 of

4 3:52PM

LAND TITLE OF SKAGIT COUNTY

120765-P

<b>Document Title(s) (for transactions contained therein):</b>	
1.	Termination of Lease Agreement
2.	
3.	
4.	
<b>Reference Number(s) of Documents assigned or released: (on page of documents(s))</b>	
UNRECORDED	
<b>Grantor(s)</b>	
1.	PORT OF SKAGIT COUNTY
2.	
3.	
4.	
<b>Additional Names on page of document.</b>	
<b>Grantee(s)</b>	
1.	CHUCKANUT GROUP INC
2.	
3.	
4.	
<b>Additional Names on page of document.</b>	
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b>	
Lot 85 Skagit Regional Airport	
<b>Additional legal is on page of document.</b>	
<b>Assessor's Property Tax Parcel/Account Number</b>	
P120190	
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.	

## TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement, dated this 18<sup>th</sup> day of April, 2006 is between the Port Skagit County, a Washington municipal corporation and Chuckanut Group, Inc., a Washington for-profit corporation.

### RECITALS

**WHEREAS**, on the 8th day of August, 1990, the Port of Skagit County, as Lessor, and Chuckanut Group, Inc., as Lessee, entered into a lease agreement ("Initial Lease") for a certain parcel of real property located in Skagit County, Washington ("Premises"), more particularly described as follows:

Lot 85 of Amended Skagit Regional Airport Binding Site Plan, Phase I, as shown on map recorded under Skagit County Auditor's File No. 200303040030.

**Together with** that portion of Lot 83 as shown on said Amended Binding Site Plan, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 83; **thence** North 52' 13' 38" West, along the Northerly line of said Lot 83 a distance of 166.89 feet; **thence** South 37' 46' 22" West, 78.29 feet to the intersection of the Southerly line of said Lot 83; **thence** South 52' 24' 02" East, 167.70 feet to the most Southerly corner of said Lot 83; **thence** North 37' 10' 39" East, 77.78 feet to the **TRUE POINT OF BEGINNING**; and

**WHEREAS**, the Initial Lease was amended by the following documents:

- First Amendment dated February 1, 1994
- Second Amendment dated September 1, 1995
- Third Amendment dated April 7, 1998
- Fourth Amendment dated September 23, 2003
- Fifth Amendment dated January 17, 2006

(Collectively, the "Lease"); and

**WHEREAS**, Lessee has indicated that it wishes to terminate the Lease; and

**WHEREAS**, Corporate Air Center West, LLC has indicated that it wishes to lease the entire Premises from the Lessor to develop an aircraft storage and maintenance facility; and

**WHEREAS**, based on calculations performed on March 16, 2006, Lessee will owe Lessor \$2,611.79, including rent and leasehold excise tax, through April 14, 2006; Lessee has on file a cash deposit for SECURITY FOR RENT in the amount of \$2,623.64; and



**WHEREAS**, Lessee has removed all of its personal property from the hangar on Lot 83. Lessee has personal equipment in the hangar on Lot 85, which is not being removed because Lessee intends to sub-let said hangar from Corporate Air Center West, LLC; and

**WHEREAS**, Lessor has conducted a walk through of the Premises on March 24, 2006 and accepts the Premises "as is;" and

**WHEREAS**, Corporate Air Center West, LLC will accept Premises "as is" from Lessee;

**NOW THEREFORE** in consideration of the mutuality of benefits to be derived here from, the parties agree as follows:

**AGREEMENT**

1. Lessee agrees to forfeit \$2,611.79 of its SECURITY FOR RENT in payment of all charges through April 14, 2006.
2. Lessor will refund the remaining SECURITY FOR RENT, \$11.85, within thirty (30) days of execution of this document.
3. Lessee shall pay all utilities owed by Lessee under the Lease through April 14, 2006.
4. The Lease shall be deemed terminated as of the 14<sup>th</sup> day of April, 2006.

**LESSOR:**  
PORT OF SKAGIT COUNTY

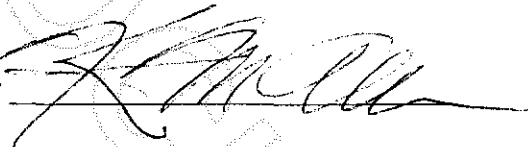
  
Glenn B. Allen, Jr., Commission President

4-18-06  
Date

  
Jerry Kaufman, Commission Secretary

4-18-06  
Date

**LESSEE:**  
CHUCKANUT GROUP, INC.

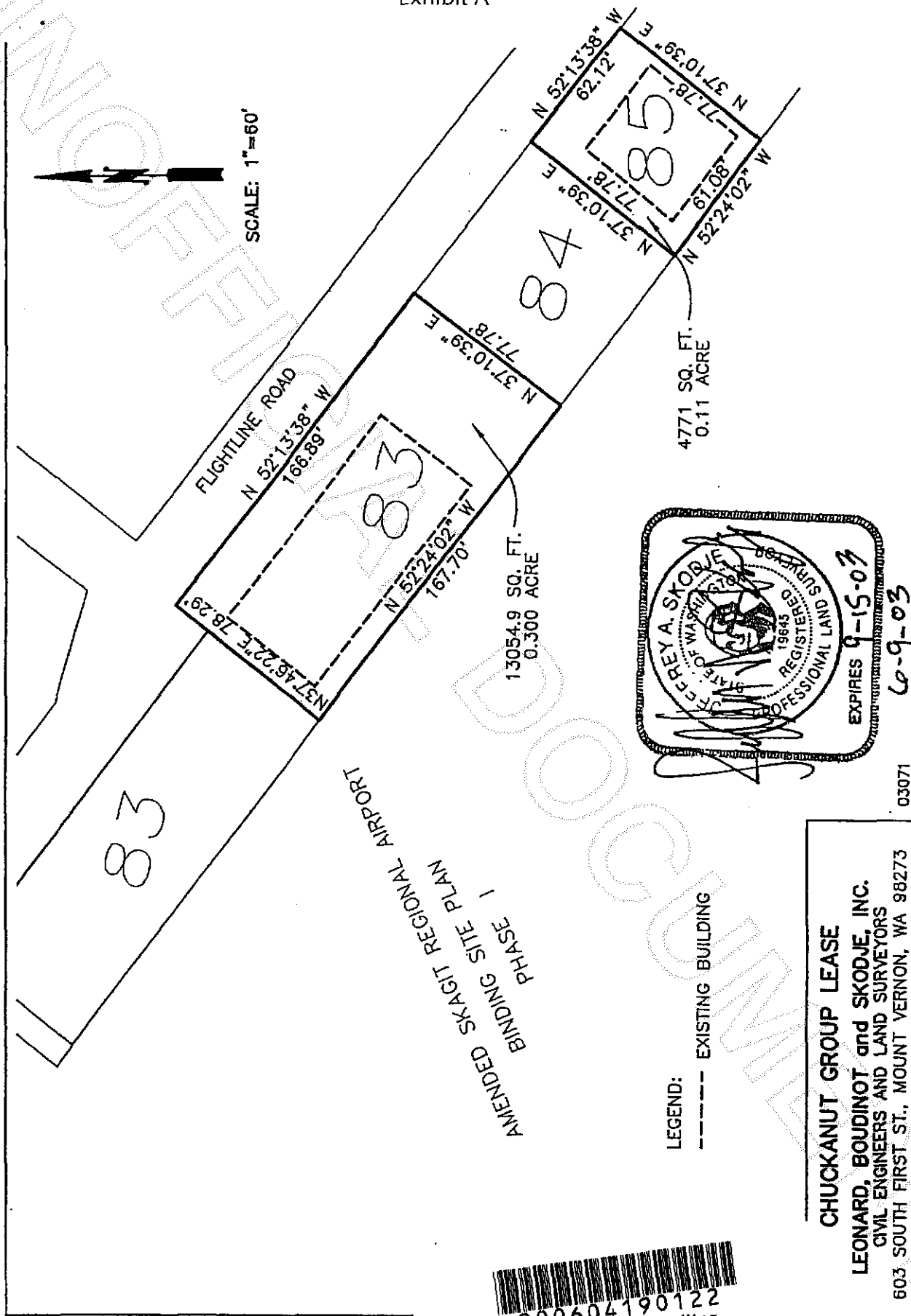
By 

Keith M. Allen President  
Print Name and Title

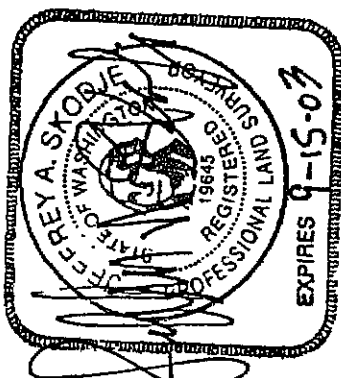
4/18/06  
Date



Exhibit A



SCALE: 1"=60'



LEGEND:  
--- EXISTING BUILDING

AMENDED SKAGIT REGIONAL AIRPORT  
BINDING SITE PLAN  
PHASE 1

200604190122  
Skagit County Auditor

**CHUCKANUT GROUP LEASE**  
LEONARD, BOUDINOT and SKODJE, INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
603 SOUTH FIRST ST., MOUNT VERNON, WA 98273

03071

4771 SQ. FT.  
0.11 ACRE

13054.9 SQ. FT.  
0.300 ACRE