



200811200127
Skagit County Auditor

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WHEN RECORDED RETURN TO:

SKAGIT FARMERS SUPPLY
PO BOX 266
1833 PARK LANE
BURLINGTON WA 98233

LAND TITLE OF SKAGIT COUNTY

124464-S

DOCUMENT TITLE(S):

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

UNRECORDED

GRANTORS:

OVENELL-MT. VERNON LLC

GRANTEES:

SKAGIT FARMERS SUPPLY

ABBREVIATED LEGAL DESCRIPTION:

PTN SE 1/4 of SE 1/4, 2-34-3 E W.M.

TAX PARCEL NUMBER(S):

P20988, P20985, P20990

After Recording Return to:

Skagit Farmers Supply
P.O. Box 266
1833 Park Lane
Burlington, Washington 98023

LAND TITLE OF SKAGIT COUNTY

124964-5

(Space above line for Recorder's use only)

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

GRANTOR: OVENELL-MT. VERNON LLC

GRANTEE: SKAGIT FARMERS SUPPLY

ABBREVIATED
LEGAL
DESCRIPTION:

Ptn SE 1/4 of SE 1/4, 2-34-3 E WM

Complete legal description is on Exhibit A attached to this document

ASSESSOR'S PROPERTY

TAX PARCEL ACCOUNT NOS.: 340302-0-016-0007, 340302-0-014-0009 and
340302-0-018-0005

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 20 2008

Amount Paid \$ 18,250.00
Skagit Co. Treasurer
By [Signature] Deputy

Handwritten: receive pd
P 3794
\$18,250.00

Seattle-3465764.1 0074357-00006



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Skagit County Auditor

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is effective as of November 20, 2008, is by and between OVENELL-MT. VERNON LLC, a Washington limited liability company ("Seller") and SKAGIT FARMERS SUPPLY, a Washington non-profit corporation ("Purchaser").

RECITALS

A. Pursuant to that certain Purchase and Sale Agreement dated July 18, 2008, and the addenda and amendments thereto (the "Purchase Agreement") between Purchaser and Seller, Seller has concurrently herewith sold, assigned, transferred, conveyed, and delivered to Purchaser certain real property described on Exhibit A attached hereto, in Skagit County, Washington. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

B. In partial consideration therefore, the Purchase Agreement requires Purchaser and Seller to execute this Agreement with respect to the Leases.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Purchaser and Seller hereby agree as follows:

1. Seller hereby assigns, delivers and conveys to Purchaser all of Seller's right, title and interest in those certain Leases described on Exhibit B attached hereto.
2. Purchaser hereby assumes and agrees to pay, perform and fully discharge all of Seller's obligations as Landlord under the Leases, and to fully comply with all terms of the Leases first accruing or arising on or after the date hereof.
3. Purchaser shall indemnify, defend, protect and hold harmless Seller from and against any claim, damage, liability, loss or deficiency (including but not limited to attorneys' fees and other costs and expenses incident to any suit, action, proceeding or investigation or the defense of any claim) and against any payment or obligations to pay any sum, arising out of or relating to any claim made by a Tenant under the Leases, or a breach or default in the Landlord's obligations thereunder, which arise on or after the date hereof.
4. Seller shall indemnify, defend, protect and hold harmless Purchaser from and against any claim, damage, liability, loss or deficiency (including but not limited to attorneys' fees and other costs and expenses incident to any suit, action, proceeding or investigation or the defense of any claim) and against any payment or obligations to pay any sum, arising out of or relating to any claim made by a Tenant under the Leases, or a breach or default in the Landlord's obligations thereunder, which arose prior to the date hereof.

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Executed on November 19, 2008

SELLER:

OVENELL-MT. VERNON LLC, a
Washington limited liability company

By: Gull Industries, Inc., a
Washington corporation
Its Manager

By: William Low
William Low
Senior Vice President, Real Estate

Executed on November _____, 2008

PURCHASER:

SKAGIT FARMERS SUPPLY, a Washington non-
profit corporation

By: _____
Printed Name: _____
Title: _____



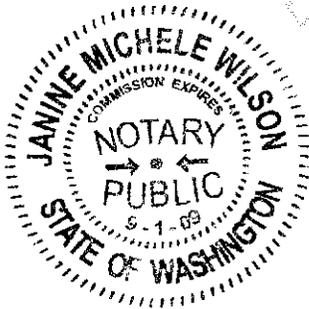
200811200127

Skagit County Auditor

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this 19 day of November, 2008, before me personally appeared William Low to me known to be the Senior Vice President, Real Estate of Gull Industries, Inc., a Washington corporation, the Manager of OVENELL-MT. VERNON LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation and company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and said corporation was authorized to do so on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Janine Michele Wilson
Name (Print): Janine Michele Wilson

NOTARY PUBLIC in and for the State
of Washington, residing at Kent
My appointment expires: 9/1/09

Executed on November ____, 2008

SELLER:

OVENELL-MT. VERNON LLC, a
Washington limited liability company

By: Gull Industries, Inc., a
Washington corporation
Its Manager

By: _____

William Low
Senior Vice President, Real Estate

Executed on November 19, 2008

PURCHASER:

SKAGIT FARMERS SUPPLY, a Washington non-
profit corporation

By: _____

Printed Name: Kenneth Sadler

Title: CEO

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STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 19th day of November, 2008, before me personally appeared Kenneth Kogler, to me known to be the CEO of SKAGIT FARMERS SUPPLY, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: Gary Lee Anderson

Name:(print) Gary Lee Anderson

NOTARY PUBLIC in and for the State
of Washington, residing at Mount Vernon, WA
My appointment expires: June 29, 2010



EXHIBIT A

Legal Description:

PARCEL "A":

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Southeast 1/4 of the Southeast 1/4;
thence North 660 feet;
thence East 316.3 feet, more or less, to the County Road, as it existed October 24, 1962, said point being point "X";
thence Southeasterly along the West line of said road 109 feet, more or less, to a fence existing on the ground, said point being the true point of beginning;
thence continuing along the West line of said road to a point 265.2 feet from point "X";
thence Southwesterly at right angles to said County road 156 feet;
thence Northwesterly parallel with said road to a point in an existing fence line which runs at right angles to the aforementioned County road from the true point of beginning;
thence Northeasterly along said existing fence line to the true point of beginning.
Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the intersection of the West line of said subdivision and the Northerly line of the County road, said point being 35.6 feet, more or less, North of the Southwest corner of said Southeast 1/4 of the Southeast 1/4;
thence North along the West line thereof 624.4 feet;
thence East parallel with the South line of said Southeast 1/4 of the Southeast 1/4, 316.3 feet, more or less, to the Westerly line of a County road known as the Smith Road;
thence Southeasterly along said County road 345.2 feet;
thence Southwesterly at right angles to the County road, 156 feet;
thence Southeasterly parallel to said County road to its intersection with the Northerly line of the County road running parallel with the Great Northern Railway Company right of way;
thence Southwesterly along said road to the point of beginning,

EXCEPT ditch right of way, if any, AND EXCEPT the following tract:

Beginning at the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 2; thence North 660 feet;
thence East 316.3 feet to the County road and the true point of beginning;

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thence Southeasterly along the West line of said County road, a distance of 265.2 feet; thence Southwesterly at right angles to said road, 156 feet; thence Northwesterly parallel to said road, to a point that is due West of the true point of beginning; thence East to the true point of beginning,

ALSO EXCEPT that portion conveyed to Skagit County to widen Ovenell Road by Deed recorded June 27, 1978, under Auditor's File No. 882223.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 2; thence North 660 feet;

thence East 316.3 feet, more or less, to the West line of the Avon Allen County Road, formerly known as Smith Road;

thence Southeasterly along said County road, 345.2 feet to the true point of beginning of this description; thence Southwesterly a distance of 156 feet along a line which is parallel with the Northerly line of the County road running parallel with the Great Northern Railway right of way, commonly known as the Ovenell Road;

thence Southeasterly parallel with the Westerly line of the County road known as the Avon Allen Road, to the Northerly line of the Ovenell County road which runs parallel with the North line of the Great Northern Railway right of way;

thence Northeasterly along the said Northerly line to the intersection of said Northerly line with the Westerly line of said Avon Allen Road;

thence Northwesterly along the Westerly line of said Avon Allen Road to the true point of beginning.

EXCEPT that portion conveyed to Skagit County to widen Ovenell Road by Deed recorded June 27, 1978, under Auditor's File No. 882223.

ALSO EXCEPT that portion conveyed to the State of Washington Department of Transportation by Deed recorded on March 21, 2006 under Auditor's File No. 200603210166, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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EXHIBIT B

Leases:

1. That certain Lease dated May 1, 2005, under which Seller is the lessor and PetroCard Systems, Inc., is the lessee.
2. That certain unrecorded Lease dated April 1, 2007, under which Seller is the lessor and Wizard Enterprises, Inc., is the lessee.
3. That certain unrecorded Lease dated October 1, 2006, under which Seller is the lessor and Plasma Drive, Inc., is the lessee.
4. That certain unrecorded Lease dated July 1, 2008, under which Seller is the lessor and Ralph Estill dba Estill Contracting is the lessee.



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