

When Recorded Return to:



201309160063

HILLIS CLARK MARTIN & PETERSON P.S.
Attn: Steven R. Rovig
1221 Second Avenue, Suite 500
Seattle, WA 98101

Skagit County Auditor \$222.00
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ASSIGNMENT AND ASSUMPTION OF LEASE

AND

LAND TITLE OF SKAGIT COUNTY

CONSENT TO ASSIGNMENT

139815-S

Grantor(s): SMOKEY POINT CONCRETE, INC.

Grantee(s): CPC MATERIALS, INC.

Legal Description (abbreviated): Portion of NW 1/4 of Section 14, Township
35 North, Range 6 East, W.M.

☒ Complete legal on EXHIBIT A

Assessor's Tax Parcel Identification No(s): P41175; P41178;
P41201; P41202

Reference No. of Document Affected: 200810270025

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT ("Assignment") is dated for reference purposes Sept. 13, 2013 and is made by and among **SMOKEY POINT CONCRETE, INC.**, a Washington corporation ("Assignor"); **CPC MATERIALS, INC.**, a California corporation ("Assignee"); and **PUNKIN CENTER L.L.C.**, a Washington limited liability company ("Landlord").

RECITALS

A. This Assignment is made with respect to that certain Commercial Lease Agreement dated June 1, 2008, as amended September 1, 2011 (the "Lease") entered into by Landlord and Assignor as Tenant with respect to the real property legally described in Exhibit A attached hereto all as described in the Subordination, Nondisturbance and Attornment Agreement recorded October 27, 2008 under Auditor's File No. 200810270025 in the records of Skagit County.

B. Assignor desires to assign all of its right, title, obligation and interest in the Lease to Assignee and Assignee desires to assume all of Assignor's right, title, obligation and interest under the Lease.

AGREEMENTS

1. **Defined Terms.** All capitalized terms used herein that are not defined shall have the same meaning as used in the Lease.

2. **Assignment and Assumption.** Assignor hereby assigns to Assignee all of its right, title, interest and obligation in the Lease, including but not limited to any deposits and options to renew contained therein. Assignee hereby accepts the assignment of the Lease and agrees to assume and be bound by all of the terms, obligations and restrictions applicable thereto. Assignor and Assignee agree their agreement with one another concerning release and indemnification rights and obligations as set forth in the Asset Purchase and Sale Agreement dated September 3, 2013 shall be incorporated herein.

3. **Address for Notices.** The addresses for notices for Assignee shall be as follows:

If to Tenant to: CPC Materials, Inc.
c/o CalPortland
Attention: Vice President &
General Manager/Northwest Division
P.O. Box 1730
Seattle, WA 98111
Tel: (206) 764-3000
Fax: (206) 764-3054

With copy to: CPC Materials, Inc.
c/o CalPortland
Attention: General Counsel
2025 E. Financial Way
Glendora, CA 91741
Tel: (626) 852-6200
Fax: (626) 963-9630

4. **Obligations Under Lease and Continued Use.** From and after the date of the Assignment Assignee agrees it shall be liable for the performance of all obligations under the Lease and, as provided for in the Landlord's Consent, attached hereto and by this reference incorporated herein, the Landlord shall look solely to Assignee to satisfy the Lease obligations.



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5. **Other Provisions.** Assignor hereby confirms that there are no events of default on its part under the Lease and that all terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have caused the execution of this Assignment.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 16 2013

Amount Paid \$
By MF Skagit Co. Treasurer Deputy

ASSIGNOR:

SMOKEY POINT CONCRETE, INC.,
a Washington corporation

By

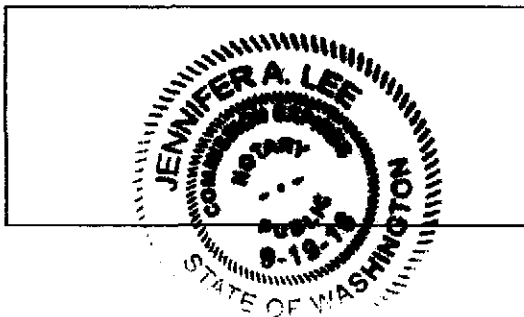
Name: SEDRY G. MUNN

Its: Sec / Treasurer

STATE OF Washington }
Skagit JAL } ss.
COUNTY OF Skagit

On this day personally appeared before me Sidney G. Munn, to me known to be the Secretary / Treasurer of SMOKEY POINT CONCRETE, INC., the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of September 2013.



Jennifer A. Lee
Printed Name Jennifer A. Lee
NOTARY PUBLIC in and for the State of Washington
residing at Mount Vernon
My Commission Expires 9-19-2016

Smokey Point Concrete Lease Assignment (Sedro Woolley)
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ASSIGNEE:

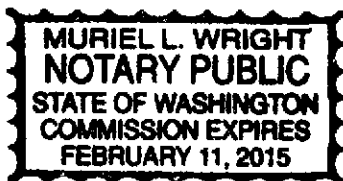
CPC MATERIALS, INC., a California corporation

By Ronald E. Summen
Name: Ronald E. Summen
Its: VP

STATE OF WA
COUNTY OF Snohomish } ss.

On this day personally appeared before me Ronald E. Summen known to be the VP of **CPC MATERIALS, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12 day of September 2013.



Muriel L. Wright
Printed Name Muriel L. Wright
NOTARY PUBLIC in and for the State of WA
residing at Island County
My Commission Expires 2/11/15



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LANDLORD'S CONSENT

Landlord hereby consents to the foregoing assignment of the Lease by Assignor to Assignee. From and after the date hereof, Landlord further agrees to look solely to Assignee for performance of all obligations of Tenant under said Lease, and hereby releases Assignor from any further liability or obligations accruing under said Lease from and after the effective date of the foregoing Assignment.

DATED this 13th day of September, 2013.

LANDLORD:

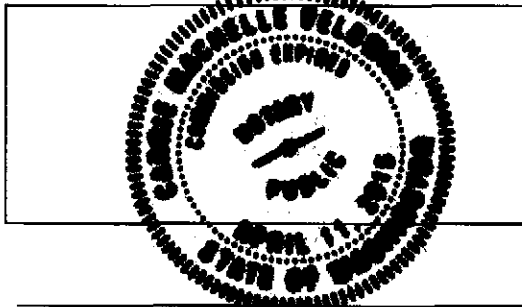
PUNKIN CENTER L.L.C.,
a Washington limited liability company

By [Signature]
Name: Robert W. Janicki
Its: Managing Member

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Robert W. Janicki, to me known to be the Managing Member of PUNKIN CENTER L.L.C., the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of Sept., 2013.



Carrie Veldman
Printed Name Carrie Veldman
NOTARY PUBLIC in and for the State of Washington,
residing at 2715 Xenia Bellingham, WA 98226
My Commission Expires April 11, 2015

EXHIBIT A

Legal Description

PARCEL "A":

That portion of the Northwest ¼ of Section 14, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 14;
thence South 88°00'05" East along the North line of said Northwest ¼, a distance of 1,783.00 feet;
thence South 1°59'55" West 436.55 feet to the TRUE POINT OF BEGINNING;
thence South 51°52'05" East 194.21 feet;
thence South 2°57'52" West 142.63 feet;
thence South 62°32'19" West 116.00 feet;
thence South 61°57'05" West 143.89 feet;
thence South 66°52'42" West 160.87 feet;
thence South 84°32'26" West 49.33 feet;
thence North 71°26'16" West 55.91 feet;
thence North 52°17'21" West 34.76 feet;
thence North 34°44'54" West 34.59 feet;
thence North 30°47'50" East 119.42 feet;
thence North 34°59'09" East 64.16 feet;
thence North 51°11'05" East 43.82 feet;
thence North 68°10'53" East 97.35 feet;
thence South 44°59'18" East 24.54 feet;
thence North 44°09'10" East 117.39 feet;
thence North 31°30'43" East 115.24 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Smokey Point Concrete Lease Assignment (Sedro Woolley)
ND: 10552.205 4840-7055-6938v9

Exhibit A



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Skagit County Auditor

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PARCEL "B":

That portion of the Northwest ¼ of Section 14, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 14;
thence South 88°00'05" East along the North line of said Northwest ¼, a distance of 1,783.00 feet;
thence South 1°59'55" West 436.55 feet;
thence South 51°52'05" East 194.21 feet;
thence South 42°41'38" East 124.17 feet;
thence South 32°13'27" East 71.65 feet to the TRUE POINT OF BEGINNING;
thence North 62°09'50" East 331.02 feet;
thence South 67°50'07" East 90.63 feet;
thence South 27°18'07" East 72.30 feet;
thence South 52°48'08" West 292.06 feet;
thence South 8°41'25" West 119.37 feet;
thence South 23°16'33" West 149.33 feet;
thence South 44°44'23" West 20.85 feet;
thence South 81°25'50" West 243.69 feet;
thence North 58°09'05" West 27.31 feet;
thence North 7°33'29" East 56.91 feet;
thence North 18°04'48" West 48.89 feet;
thence North 49°19'07" West 66.80 feet;
thence North 1°40'23" East 103.26 feet;
thence North 11°41'41" West 46.50 feet;
thence North 65°18'36" East 184.10 feet;
thence North 62°09'50" East 86.16 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Smokey Point Concrete Lease Assignment (Sedro Woolley)
ND: 10552.205 4840-7055-6938v9

Exhibit A

