



201501290081

Skagit County Auditor

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**RETURN TO:**

Furlong Butler Attorneys  
825 Cleveland Avenue  
Mount Vernon, Washington 98273

**Document Title:** Termination of Lease

**Reference number of documents assigned or released:** Skagit County Auditor's File No. 9001240055

**Grantor/Lessor:** Port of Skagit County, a Washington municipal corporation

**Grantee/Lessee:** Advance Resorts of America, Inc., an Oregon corporation

**Full Legal Description:**

**Land Title and Escrow**

151307

Those portions of Government Lot 5 in Section 25 and of Government Lot 1 in Section 36, all in Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said Government Lot 5;  
thence South along the East line of said Sections 25 and 36 a distance of 1,935 feet, more or less, to the North right of way line of Drainage District No. 15 main ditch;  
thence North 89°33'21" West along the North line of said ditch a distance of 807.8 feet, said point being the true point of beginning;  
thence continue North 89°33'21" West along said North line a distance of 256.7 feet, more or less, to the centerline of a slough, as the same existed on December 31, 1945;  
thence following the centerline of said slough North 2°52' East a distance of 300 feet;  
thence North 14°16' West 250 feet;  
thence North 30°57' East 70 feet;  
thence North 61°57' East 197.8 feet, more or less, to a point that is 900.5 feet West of the East line of said Government Lot 5 of Section 25 and 695 feet North of the North line of said main drainage ditch;  
thence North to a point on the North bank of said slough, which is 1,200 feet South of the North line of said Lot 5 and 900.5 feet West of the East line of said lot;  
thence continue Easterly along the bank of said slough to a point North 0°00'15" West from the true point of beginning;  
thence South 0°00'15" East a distance of 815.66 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

**Assessor's Parcel/Tax I.D. Number:** P128800

## TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement, dated this 15<sup>th</sup> day of January, 2015, is between the Port of Skagit County, a Washington municipal corporation and Advance Resorts of America, Inc., ~~a Washington~~ corporation.  
an Oregon

### I. RECITALS

WHEREAS, the Port of Skagit County, a Washington municipal corporation ("Port"), is the Lessor with respect to a Commercial Lease Agreement dated February 1, 1985, naming Swinomish Channel Development Corporation, as Lessee, and as amended March 7, 1989, and assigned in that certain Assignment of Lease dated November 30, 1989 (collectively, "Lease"), concerning the property legally described in Exhibit "A" hereto ("Real Property"), naming Advance Resorts of America, Inc., as Lessee ("Advance Resorts"); and

WHEREAS, Advance Resorts' Lease with the Port expires on January 31, 2015; and

WHEREAS, Port has informed Advance Resorts that it does not plan to enter into negotiations to extend the Lease beyond said date; and

WHEREAS, the Port has agreed to purchase from Advance Resorts improvements located on the Real Property (the "Sale") and have agreed at closing of such sale to terminate the Lease; and

WHEREAS, Advance Resorts currently uses its personal property tax statement from Skagit County for the current year showing its building value is equal or greater than one year's rent as security so that no refund of any security deposit is due from the Port to Advance Resorts; NOW THEREFORE, the parties agree as follows:

### II. AGREEMENT

NOW THEREFORE, in consideration of the mutuality of benefits to be derived here from, the Port and Advance Resorts agree that:

A. The Lease is hereby terminated as of the day of closing of the Sale ("Termination Date") and Advance Resorts shall thereafter have no further obligation under the Lease thereafter, except for any accrued but unknown obligations of the Lessee set forth in: (i) paragraph 10, "Hold Harmless Provisions, Liability and Indemnity," excluding the obligation to maintain insurance set forth therein; and (ii) paragraph 27, "Costs and Attorney's Fees," which provision shall apply to both parties.

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B. Advance Resorts shall immediately vacate the Real Property by or before the Termination Date and leave the premises in broom clean condition, free of garbage, debris and refuse. Lessor will conduct a walk-through of the Premises on or before the day of closing of the sale, and shall immediately thereafter correct any condition not in compliance herewith.

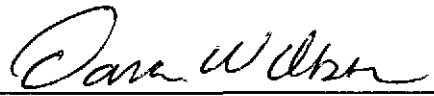
C. This agreement shall be effective after execution by both parties and may be executed in counterparts.

**LESSOR:**  
PORT OF SKAGIT COUNTY

  
Patricia H. Botsford-Martin  
Executive Director

1-15-2015  
Date

**LESSEE:**  
ADVANCE RESORTS OF  
AMERICA, INC.

  
Darcia Olsen  
President

1-15-2015  
Date



STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of January, 2015, before me personally appeared Scott Peterson, to me known to be the Director of Business Development for the PORT OF SKAGIT COUNTY, a municipal corporation, the corporation that executed the 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 she was duly authorized to execute the same and that the seal affixed 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.



Jennifer A. Lee  
(Signature)

Jennifer A. Lee  
(Print Name)

Notary Public in and for the State of Washington,  
residing at Mount Vernon

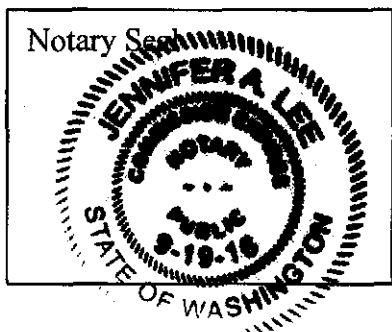
My commission expires: 9/19/2016



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of January, 2015, at Furlong Butler Attorneys before me, the undersigned Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Darcia Olsen, known to me to be the President of Advance Resorts of America, Inc., ~~an Oregon corporation~~ <sup>an Oregon corporation</sup>, and acknowledged said instrument to be her free and voluntary act and deed on behalf of said ~~Washington~~ <sup>Oregon</sup> corporation for the uses and purposes therein mentioned and on oath stated that she was authorized to execute said instrument on behalf of said ~~Washington~~ <sup>Oregon</sup> corporation.

Given under my hand and official seal this 15<sup>th</sup> day of January 2015.



Jennifer A. Lee  
Notary Public in and for the state of Washington  
Residing at Mount Vernon  
My commission expires: 9/19/2016  
Printed Name: Jennifer A. Lee

LEASE TERMINATION AGREEMENT  
PORT OF SKAGIT COUNTY, LESSOR  
ADVANCE RESORTS OF AMERICA, INC., LESSEE

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