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Skagit County Auditor \$151.00
11/24/2015 Page 1 of 6 2:25PM

AFTER RECORDING MAIL TO:

Name: Anderson, McCoy & Orta

Address: 100 North Broadway, Suite 2600

City/State: Oklahoma City, OK 73102

Attn: J. Michael McCoy, Esq.

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

1. Assignment and Assumption of Lease

Reference Number(s) of Documents assigned or released:

200610240155

Grantor(s): (Last name first, then first name and initials)

1. Stein Family Limited Partnership
- 2.

Grantee(s): (Last name first, then first name and initials)

1. Rocar Sedro-Woolley, LLC
- 2.

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

South 1/2 of Block 8 West Adn. to Woolley

Assessor's Property Tax Parcel/Account Number(s): P77397, 4176-008-020-0009



NOTE: *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR A ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT OF THE ORIGINAL DOCUMENT

RECORDPA

ASSIGNMENT AND ASSUMPTION OF LEASE

Walgreen's Building Sedro Woolley, Washington

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made as of the 20 day of November, 2015, by and between Stein Family Limited Partnership, a Washington limited partnership ("**Assignor**"), and Rocar Sedro-Woolley, LLC, a Delaware limited liability company ("**Assignee**").

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All right, title and interest of Assignor in and to that certain lease dated October 18, 2006 between Sedro Woolley Properties, LLC as Landlord and Walgreen Co. as Tenant, the memorandum of which was recorded on October 24, 2006 under Skagit County Recorder's Number 200610240155 (the "**Walgreen's Lease**"), relating to the leasing of space in those certain improvements located in the County of Skagit State of Washington, as more particularly described on Exhibit A attached hereto and made a part hereof ("**Real Property**") and all of the rights, interests, benefits and privileges of the landlord thereunder, and to the extent Assignee has not received a credit therefor under the Purchase Agreement (as defined below), all prepaid rents and security and other deposits held by Assignor under the Walgreen's Lease and not credited or returned to tenant, but subject to all terms, conditions, reservations and limitations set forth in the Walgreen's Lease.

2. This Assignment and Assumption of Lease is given pursuant to that certain Agreement of Purchase and Sale dated for reference purposes as of September 7, 2015 (as amended, the "**Purchase Agreement**") by and between Assignor and Assignee, providing for, among other things, the assignment of the Walgreen's Lease.

3. Assignee hereby accepts the assignment of the Walgreen's Lease and agrees to assume and discharge, in accordance with the terms thereof, all of the Landlord's obligations thereunder from and after the date hereof.

4. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing on or after the date hereof.

5. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Walgreen's Lease to the extent accruing prior to the date hereof.

EXHIBIT A

Real Property Description

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, DESCRIBED AS FOLLOWS:

THE SOUTH ½ OF BLOCK 8, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON. SAID SOUTH ½ CONSISTS OF LOTS 13 THROUGH 24.

TOGETHER WITH THE NORTH 15 FEET OF HARRISON STREET ADJACENT THERETO AS VACATED BY CITY ORDINANCE NO. 1285-97, RECORDED UNDER AUDITOR'S FILE NO. 9802200031.

EXCEPTING THEREFROM THAT PORTION OF LOT 13 CONVEYED TO THE STATE OF WASHINGTON FOR SECONDARY STATE HIGHWAY NO. 1-A AND 1-F, SEDRO-WOOLLEY VICINITY, BY DEEDS RECORDED APRIL 14, 1956, UNDER AUDITOR'S FILE NO. 516234, AND MAY 27, 1955, UNDER AUDITOR'S FILE NO. 518491.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED 2 PARCELS FOR RIGHT-OF-WAY DEDICATIONS ON HARRISON STREET AS RECORDED UNDER AUDITOR'S FILE NO. 200710100079.

1.) A PORTION OF LOT 24, SOUTH ½ OF BLOCK 8, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.", AS DEPICTED AND RECORDED IN VOLUME 2, PAGE 89 OF SKAGIT COUNTY PLATS, AND OF THE VACATED NORTH 15 FEET OF HARRISON STREET AS DESCRIBED IN CITY ORDINANCE 1285-97 RECORDED UNDER AUDITOR'S FILE NO. 9802200031. SAID PARCEL IS WITHIN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 24; THENCE SOUTH 01°16'33" WEST ALONG THE WEST LINE OF SAID VACATED NORTH 15 FEET A DISTANCE OF 15 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°43'27" EAST ALONG THE SOUTH LINE OF SAID VACATED NORTH 15 FEET A DISTANCE OF 30.00 FEET; THENCE NORTH 43°43'27" WEST A DISTANCE OF 42.43 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 24; THENCE SOUTH 01°16'33" WEST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID VACATED 15 FEET A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

2.) A PORTION OF THE VACATED NORTH 15 FEET OF HARRISON STREET VACATED IN CITY ORDINANCE 1285-97 AND RECORDED UNDER AUDITOR'S FILE NO. 9802200031. HARRISON STREET LIES SOUTH OF THE SOUTH ½ BLOCK 8, "WEST

ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.", AS RECORDED IN VOLUME 2, PAGE 89 OF SKAGIT COUNTY PLATS, SAID PLAT IS WITHIN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.. SAID PORTION OF THE VACATED NORTH 15 FEET IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID VACATED NORTH 15 FEET; THENCE NORTH $88^{\circ}43'27''$ WEST ALONG THE SOUTH LINE OF SAID VACATED NORTH 15 FEET A DISTANCE OF 9.05 FEET; THENCE NORTH $69^{\circ}28'12''$ EAST A DISTANCE OF 11.36 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED NORTH 15 FEET; THENCE SOUTHWEST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 369.30 FEET, A CENTRAL ANGLE OF $0^{\circ}41'43''$ FOR AN ARC DISTANCE OF 4.48 FEET TO THE TRUE POINT OF BEGINNING.