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Skagit County Auditor

\$451.00

10/5/2017 Page

1 of

8 3:28PM

RECORDING REQUESTED BY:  
MUFG UNION BANK, N.A.

CHICAGO TITLE  
620025347

AND WHEN RECORDED MAIL TO:

Union Bank  
P.O. Box 2404  
Brea, CA 92822  
Attn: Pam Kelly

Space Above This Line For Recorder's Use

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

Reference No. 201605250058

Grantor (Trustor)/Assignor: Sakland Enterprises LLC, a Washington limited liability company

New Grantor (Trustor)/Assignee: Sakuma 3G LLC

Grantee (Beneficiary): MUFG Union Bank, N.A.

Legal Description (abbreviated): P34772: Ptn NE/SW, S24-T35N-R03E, W.M.  
P34779: Ptn of the North 842.6 ft of the SE ¼, S24-T35N-R03E, W.M.

(Additional Legal(s) on Exhibit A)

Assessor's Tax Parcel I.D. #:

**P34772 / 350324-3-001-0100, P34779 / 350324-4-002-0008 and P34791 / 350324-4-006-0103**

17304, 17284 & 17790 Cook Road

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Assumption Agreement") is made as of the 30th day of August, 2017 by Sakland Enterprises LLC, as Trustor and Assignor, whose mailing address is P.O. Box 427, Burlington, WA 98233, and by Sakuma 3G LLC, as Trustor and Assignee, whose mailing address is 17400 Cook Road, Burlington, WA 98233, in favor of UnionBanCal Mortgage Corporation, a California corporation, as Trustee, whose mailing address is 8155 Mercury Court, San Diego, California 92111, for the benefit of MUFG UNION BANK, N.A., as Beneficiary, whose mailing address is 3151 East Imperial Highway, Brea, CA 92821, Attn: LAD.

### **Recitals**

A. Sakuma Brothers Holding Company, a Washington corporation ("Borrower"), Sakuma 3G, LLC, a Washington limited liability company ("Guarantor") and Sakland Enterprises, LLC, a Washington limited liability company ("Accommodator") are parties to that certain Consolidated, Amendment and Restated Business Loan Agreement with MUFG Union Bank, N.A. ("Union Bank") dated as of October 13, 2015 (the "Consolidated Agreement"). An Accommodation Encumbrance Rider was entered into concurrently therewith by Accommodator agreeing to, among other things, pledge certain Real Property Collateral as additional collateral to secure the Loan.

B. Borrower and related entities are consolidating assets and desire to transfer the Real Property Collateral pledged to Union Bank by Accommodator to Sakuma 3G, LLC. Union Bank is willing to consent to the transfer of the Real Property Collateral provided that Accommodator assigns and Sakuma 3G LLC assumes all duties and obligations under the Deed of Trust encumbering the Real Property Collateral.

C. The loan to Borrower is evidenced by a Promissory Note which is secured by, among other things, a Deed of Trust, Assignment of Rents and Fixture Filing pledged by Accommodator for the benefit of Union Bank.

D. Accommodator desires to transfer the Real Property Collateral to Sakuma 3G, LLC, subject to the interest of Union Bank as created by the Loan Documents; and Sakuma 3G, LLC desires to accept the transfer of the Real Property assume Accommodator's liability under the Loan Documents.

E. As a condition of Union Bank's consent to the transfer, Union Bank requires that Sakuma 3G, LLC, ratify, affirm and assume all obligations and duties of Accommodator under the Loan Documents, as amended.

F. Simultaneously with the execution of this Assumption Agreement, the parties are entering into that certain Fourth Amendment to The Consolidated, Amended and Restated Business Loan Agreement confirming the transfer of the property and Union Bank's consent to same, subject to the terms of this Assignment and Assumption.

G. The parties hereto desire to confirm the transfer of the Real Property Collateral; memorialize Sakuma 3G's ratification, affirmation and assumption of all obligations and duties of Accommodator under the Loan Documents.

H. On March 16, 2017, Accommodator executed that certain Quit Claim Deed (the "Deed"), which Deed was recorded on March 17, 2017 under Skagit County Auditor's Number 201703170119, granting and conveying in consideration of a boundary line adjustment to John P. and Susan A. Ravnik, a portion of Accommodator's parcel number P34799 / 350324-4-002-008. The parties hereto desire to amend the legal description of the Real Property Collateral to be consistent with the Deed. The amended legal description is legally described in the attached Exhibit A.

NOW THEREFORE, for the reasons set forth above, the Assignment and the other Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accommodator, Sakuma 3G, LLC and Union Bank hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.

2. **Approval of Transfer; No Further Transfers.** Union Bank acknowledges and consents to the transfer of the Real Property Collateral from Accommodator to Sakuma 3G, LLC, and agrees that, by

virtue of this Assumption Agreement, such transfer shall not constitute a default or an Event of Default under, and as defined in, the Loan Documents. Union Bank's consent set forth herein shall not constitute consent to any further transfers.

3. Assumption, Ratification and Affirmation. Transferee hereby assumes and agrees to perform all of the obligations of Accommodator set forth in the Loan Documents, as amended by this Assumption Agreement. Sakuma 3G, LLC, hereby restates, ratifies and affirms to Union Bank, as of the date hereof, each of the representations, warranties, covenants, obligations and agreements of Transferor set forth in the Loan Documents, as amended by this Assumption Agreement, and hereby acknowledges that the Loan Documents, as so amended, constitute valid and binding obligations of Sakuma 3G, LLC.

4. Release by Accommodator. Accommodator hereby unconditionally and irrevocably releases and forever discharges Union Bank and its respective successors, assigns, agents, directors, officers, employees, and attorneys (collectively, the "Indemnitees") from all claims, losses, causes of action, costs and expenses of every kind or character in connection with the transfer of the Real Property Collateral and this Assumption Agreement.

6. Sakuma 3G, LLC's Representations. Sakuma 3G, LLC, represents and warrants to and for the benefit of Union Bank that as of the date hereof:

(a) The terms hereof have been duly authorized, executed and delivered and this Assumption Agreement and the Loan Documents constitute valid and binding obligations of Sakuma 3G, LLC enforceable in accordance with their respective terms. No approval, consent, order or authorization of any governmental authority and no designation, registrations, declaration or filing with any governmental entity is required in connection with the execution and delivery by Sakuma 3G, LLC of this Assumption Agreement or the assumption of Accommodator's obligations under the Loan Documents.

(b) The assumption of Sakuma 3G, LLC's obligations under the Loan Documents will not violate or contravene any agreement, indenture, or instrument to which Sakuma 3G, LLC is a party or by which it or the Real Property Collateral may be bound, or be in conflict with, result in a breach of, or constitute a default under any such agreement, indenture, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the premises or assets of T Sakuma 3G, LLC except as contemplated by the provisions of the Loan Documents, and no action or approval with respect thereto by any third person is required.

7. Further Assurances. Accommodator and Sakuma 3G, LLC, shall execute, acknowledge, and deliver all such documents and take all such action as may be necessary to further assure Lender the rights and obligations assigned and reserved hereby and the full benefits hereof and to preserve and protect this Assumption Agreement and all of the right, powers, and remedies of Lender provided for herein.

8. Statutory Notices. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

Trustor/Accommodator/Assignor has caused this Assignment and Assumption Modification to Deed of Trust to be executed as of the 31 day of August, 2017.

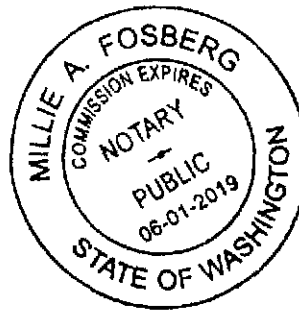
**TRUSTOR/ACCOMMODATOR/ASSIGNOR:**

SAKLAND ENTERPRISES, LLC

By: 

Name: STEVEN M. SAKUMA

Title: MANAGING MEMBER



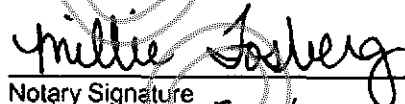
STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

On this 31 day of August, 2017, before me personally appeared Steve Sakuma, to me known to be the Managing Member of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument 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.

  
Notary Signature  
Millie Fosberg  
Print/Type Name  
Notary Public in and for the State of Washington  
Residing at Burlington  
My commission expires 6/1/2019

Sakuma 3G, LLC, as Trustor and Assignee, and Union Bank have caused this Assignment and Assumption Modification to Deed of Trust to be executed as of the 31 day of August, 2017.

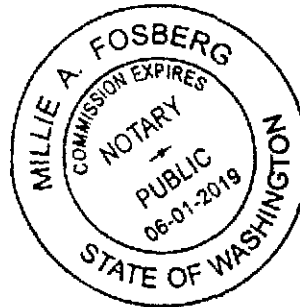
**TRUSTOR/ASSIGNEE:**

SAKUMA 3G LLC

By: [Signature]

Name: STEVEN M. SAKUMA

Title: MANAGING MEMBER



STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 31 day of August, 2017, before me personally appeared Steve Sakuma, to be known to be the Managing Member of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument 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.

Millie A. Fosberg  
Notary Signature  
Millie Fosberg  
Print/Type Name  
Notary Public in and for the State of Washington  
Residing at Burlington, WA  
My commission expires 06/01/2019

Union Bank has caused this Assignment and Assumption Modification to Deed of Trust to be executed as of the 8 day of ~~August~~ September, 2017.

MUGF UNION BANK, N.A.

By: [Signature]  
Name: Cordell Taylor  
Title: Vice President

STATE OF California }  
COUNTY OF Orange } ss.

On this 8<sup>th</sup> day of September, 2017, before me personally appeared Greg Taylor, to me known to be the Vice President of MUGF Union Bank, N.A., 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/she/they was/were authorized to execute said instrument 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.



Caroline Maria Guerrero  
Notary Signature  
Caroline Maria Guerrero  
Print/Type Name  
Notary Public in and for the State of California  
Residing at Brea, CA  
My commission expires October 25, 2018

**EXHIBIT "A"**  
**DESCRIPTION OF REAL PROPERTY**

This Exhibit "A" is attached to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 13, 2015, executed by Sakland Enterprises LLC, as Trustor.

**ASSESSOR'S PARCEL NUMBER(S) OF COLLATERAL PROPERTY:**

**For APN/Parcel ID(s): P34772 / 350324-3-001-0100, P34779 / 350324-4-002-0008 and P34791 / 350324-4-006-0103**

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**LEGAL DESCRIPTION:**

Parcel A:

That portion of the North 842.6 feet of the Southeast quarter of Section 24, Township 35 North, Range 03 East of the Willamette Meridian, lying Easterly of the Pacific Highway right-of-way, EXCEPT the following described tracts:

1. The Cook road right-of-way along the North 25 feet thereof;
2. The Pulver Road right-of-way along the East line thereof;
3. The East 241 feet of that portion thereof lying West of the Pulver County Road right-of-way.
4. That portion of the North 842.6 feet of the Northeast Quarter of the Southeast Quarter of Section 24, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:  
**Beginning** at the point of intersection with the West line of the East 241 feet of said North 842.6 feet, as measured from the west line of the county road known as "Pulver Road", and the South 25.00 feet of said North 842.6 feet, being the South margin of the county road known as "Cook Road";  
thence North 88°47'37" West, along said South margin, a distance of 115.00 feet;  
thence South 0°37'00" East, parallel with said West line of the East 241 feet, a distance of 125.00 feet;  
thence South 62°10'19" East a distance of 107.99 feet to a point on the westerly extension of the North line of that certain parcel conveyed to Ron and Barbara Vercoe by Quit Claim Deed recorded under Auditor's File No. 8901260026, records of Skagit County, Washington;  
thence South 88°47'37" East, along said extension, a distance of 20.00 feet to the Northwest corner of said Auditor's File No. 8901260026;  
thence North 0°37'00" West, along the West line of said East 241 feet a distance of 173.41 feet to the **Point of Beginning**.

Less road.

Situate in the County of Skagit, State of Washington.

**Parcel B:**

That portion of the Northeast quarter of the Southwest quarter of Section 24, Township 35 North, Range 3 East, W.M., lying Southwesterly of the abandoned right-of-way of Pacific Northwest Traction Company, adjacent to State Highway No. 1, except the following described tract:

Beginning at a point on the North line of said Northeast quarter of the Southwest quarter which is 650 feet East of the Northwest corner thereof;

Thence South parallel with the West line thereof a distance of 800 feet;

Thence East parallel with the North line of said Northeast quarter of the Southwest quarter to East line thereof;

Thence North along the East line to the South line of said Pacific Northwest Traction Company;

Thence Northwesterly along said South line to the North line of said subdivision;

Thence West along said North line to the point of beginning.

Also, except the North 30 feet thereof conveyed to Skagit County for road by deed recorded September 12, 1961, under Auditor's File No. 612135.

Situate in Skagit County, Washington.